

Mapleton Public Schools Board of Education

Regular Meeting
Administration Building

May 28, 2019
6:00 p.m.

DISTRICT MISSION

... Ensure that each student is empowered to achieve his or her dreams and contribute to his or her community and world ...

BOARD PURPOSE

Providing highly effective governance for Mapleton's strategic student achievement effort.

CORE ROLES

Guiding the district through the superintendent
Engaging constituents
Ensuring effective operations and alignment of resources
Monitoring effectiveness
Modeling excellence

2018 - 2019

FOCUS AREAS

Student Achievement
Exceptional Staff
Character Development
Learning Environment
Communication
Community Involvement
Facilities Management
District Image

BOARD MEMBERS

Cindy Croisant
Steve Donnell
Natalie Lord
Thomas Moe
Sheila Montoya

SUPERINTENDENT

Charlotte Ciancio

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Board Business
 - 5.1 Proclamation – Tim Van Binsbergen, Policy CBA/CBC – Ms. Johnson
 - 5.2 Board Study Comments
6. What's Right in Mapleton
7. Public Participation
8. Approval of Minutes
 - 8.1 Approval of April 23, 2019, Board Meeting minutes
 - 8.2 Approval of May 14, 2019, Board Study minutes
9. Report of the Secretary
10. Consent Agenda
 - 10.1 Personnel Action, Policy GCE/GCF – Ms. Branscum
 - 10.2 Finance Report April, 2019, Policy DIC – Mr. Crawford
11. Focus: Exceptional Staff
 - 11.1 Administrative Agreement Ratification, Policy BBA – Mr. Crawford
 - 11.2 Classified Agreement Ratification, Policy BBA – Ms. Branscum
12. Focus: Student Achievement
 - 12.1 Summer Learning Opportunities, Policy CBA/CBC – Ms. Branscum
 - 12.2 Student Travel Request, Academy, Policy JJH – Mrs. Allenbach
13. Focus: Communication
 - 13.1 Notice of Proposed Budget FY 2020, Policy DBG – Mr. Crawford
 - 13.2 Consideration of Financial Advisor, Policy DJE – Mr. Crawford
 - 13.3 IGA-Colorado Dept. of Public Health & Environment, Policy CBA/CBC – Mr. Sauer
 - 13.4 IGA-City of Thornton, UHF Repeater, Policy CBA/CBC – Mr. Sauer
 - 13.5 Contracts for School Resource Officers, Policy CBA/CBC – Mr. Sauer
 - 13.6 Connections Contract, Policy IJNDAB – Mr. Crawford
 - 13.7 IGA-City of Thornton, GOCO, Policy CBA/CBC – Mr. Crawford
 - 13.8 Consideration of Contractor – Welby Learning Park, Policy DJE- Mr. Crawford
14. Focus: Community Involvement
 - 14.1 CAAC Update, Policy BDF – Mr. Crawford
 - 14.2 DAAC Update, Policy AE – Mr. Fuller
15. Discussion of Next Agenda
16. Superintendent's Comments
17. Board Committee Update
18. School Board Discussion/Remarks
19. Next Business Meeting Notification – Tuesday, June 11, 2019
20. Adjournment

Welcome to a meeting of the Mapleton Public School Board of Education!

The Board's meeting time is dedicated to addressing Mapleton's mission and top-priority focus areas. "Public Participation" is an opportunity during the business meeting to present brief comments or pose questions to the Board for consideration or follow-up. Each person is asked to limit his or her comments to 3 minutes. If you are interested in helping Mapleton's efforts, please talk with any member of the district leadership team or call the district office at 303-853-1015. Opportunities abound. Your participation is desired.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Melissa Johnson, Director of School and Community Engagement
DATE: May 28, 2019

Policy: Qualifications/Powers and Responsibilities of Superintendent, Policy CBA/CBC
Report Type: Decision Making
SUBJECT: Proclamation in Recognition of Tim Van Binsbergen

Policy Wording: The Superintendent shall provide necessary reports to the Board as directed.

Policy Interpretation: This policy is interpreted as requiring District Administration to seek Board approval for a proclamation in recognition of Mr. Tim Van Binsbergen, Mountain States Toyota General Manager, as an exemplary community partner and champion for the staff and students of Mapleton Public Schools. Mr. Van Binsbergen has been a long-time partner of Mapleton Public Schools and believes whole-heartedly in the ever-increasing need for businesses to partner with local schools to create strong communities and support bright futures for students. Mr. Van Binsbergen continually raises the bar as to what community and school partnerships can and should look like. We honor him for his dedication to ensuring Mapleton's mission, that all students achieve their dreams.

Decision Requested: District Administration recommends that the Mapleton Board of Education endorse and support the proclamation as presented.

PROCLAMATION OF APPRECIATION FOR MR. TIM VAN BINSBERGEN

When schools and community partners work together in support of learning, everyone wins. Mr. Tim Van Binsbergen, Mountain States Toyota General Manager, is an exemplary community partner and champion for the staff and students of Mapleton Public Schools. The Mapleton Public Schools Board of Education honors and appreciates Mr. Van Binsbergen for his community leadership and for a partnership that is significant, impactful and productive.

WHEREAS, Mr. Van Binsbergen and Mapleton Public Schools share a common vision for excellence and the belief that all Mapleton students deserve a quality education and the opportunity to achieve their dreams; and

WHEREAS, Mr. Van Binsbergen has supported District bond and mill levy override efforts, making it possible for Mapleton to reinvest in its community with the construction of beautiful new buildings; and

WHEREAS, Mr. Van Binsbergen is a dedicated member of the Mapleton Education Foundation Board and helps to nurture the greatness in every student by affording opportunities and resources to Mapleton Education Foundation priority programs that support students and staff; and

WHEREAS, Mr. Van Binsbergen supports Mapleton's college-and-career-going culture by welcoming students into his business and allowing them to receive real-life business experiences and explore potential career opportunities; and

WHEREAS, Mr. Van Binsbergen generously provides an annual Superintendent Scholarship that is awarded to high achieving, outstanding scholars; and

WHEREAS, Mr. Van Binsbergen celebrates Mapleton's high-quality staff by supporting Mapleton's annual Awards for Excellence employee recognition program; and

WHEREAS, through his leadership, Mr. Van Binsbergen has become a pillar of the Mapleton community; and

WHEREAS, Mapleton Public Schools and the Mapleton Public Schools Board of Education are committed to recognizing community partners dedicated to advancing the mission of Mapleton Public Schools.

THEREFORE, BE IT RESOLVED that the Board of Education of Mapleton Public Schools officially declares its appreciation and gratitude for community partner, Mr. Tim Van Binsbergen.

ADOPTED AND APPROVED this ____ day of _____, 2019.

Board of Education President

Attest: Secretary

1.0 CALL TO ORDER

President Cindy Croisant called the meeting of the Board of Education – Mapleton Public Schools to order at 6:01 p.m. on Tuesday, April 23, 2019, at the Administration Building.

2.0 ROLL CALL

Cindy Croisant - President	Present
Steve Donnell - Secretary	Present
Natalie Lord - Asst. Secretary/Treasurer	Present
Tom Moe - Vice President	Present
Sheila Montoya - Treasurer	Present

3.0 PLEDGE OF ALLEGIANCE

Ms. Croisant led the Pledge of Allegiance.

4.0 APPROVAL OF AGENDA

MOTION: By Ms. Montoya, seconded by Mrs. Lord, to approve the Board Agenda dated April 23, 2019, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

5.0 BOARD BUSINESS

5.1 Board Study Comments

Ms. Croisant said that at the April 9 Board Study session, the Board:

- Received an update on Adams 14 and wished them well as they move forward.
- Received a construction update.
- Reviewed the District UIP data and discussed the District focus on planning for instructional staff.
- Reviewed the Academic Calendar for 2020-2021.
- Received an update on negotiations.
- Received the Board of Education handbook for review and updates.

6.0 WHAT'S RIGHT IN MAPLETON

Ms. Johnson said that What's Right in Mapleton would feature students from Clayton Partnership School to share about what makes their school shine. They also presented a safety video prepared by Clayton students and staff.

The Board members asked the students questions and thanked them for their presentation.

RECESS 6:19 p.m., reconvened at 6:21 p.m.

7.0 PUBLIC PARTICIPATION

Jason Gustafson, representing the Mapleton Education Association, addressed the Board regarding What's Right in Mapleton - Part 2. He said that he was proud that Mapleton:

- encourages a culture of collaboration and building community;
- honors professional work and collaboration with students and staff; and
- works to ensure a fair bargaining process, a very competitive contract for teachers, including a payroll calendar adjustment for new teachers, improved insurance rates and salary schedules.

Mr. Gustafson also shared that the recent EMO application process had made him realize how much he appreciated Mapleton Public Schools. He said that what's right is that Mapleton will always do the right thing.

8.0 APPROVAL OF MINUTES

MOTION: By Mr. Moe, seconded by Ms. Montoya, to approve the minutes as stated on the Board Agenda dated April 23, 2019: 8.1 Board Meeting minutes of March 19, 2019; and 8.2 Board Study minutes of April 9, 2019, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

9.0 REPORT OF THE SECRETARY

None

10.0 CONSENT AGENDA

MOTION: By Mrs. Lord, seconded by Mr. Moe, to approve Agenda items 10.1 Personnel Action and 10.2 Finance Report for March, 2019, as stated on the Board Agenda dated April 23, 2019.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

11.0 FOCUS: EXEPTIONAL STAFF

11.1 Staff Appreciation Week

Ms. Branscum requested the Board recognize May 6-10, 2019 as National Teacher and Staff appreciation week in Mapleton Public Schools.

MOTION: By Mr. Donnell, who read the proclamation, seconded by Mrs. Lord, to recognize May 6-10 as National Teacher and Staff appreciation Week in Mapleton Public Schools, as presented.

PROCLAMATION

WHEREAS: teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS: teachers keep the American republic alive by laying the foundation of good citizenship; and

WHEREAS: teachers fill many roles as listeners, explorers, role models, motivators, and mentors; and

WHEREAS: teachers continue to influence us long after our school days are memories;

THEREFORE, BE IT RESOLVED: that Mapleton Public Schools Board of Education hereby proclaims May 6 through May 10, 2019, as **NATIONAL TEACHER & STAFF APPRECIATION WEEK** in Mapleton Public Schools.

Let us observe this week by taking time to recognize and acknowledge the impact of educators on our lives.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

11.2 MEA Negotiated Agreement

Mr. Crawford reported that the Mapleton Education Association and the Board of Education had reached a contract agreement for 2019-2020.

MOTION: Ms. Montoya, seconded by Mr. Moe, to approve the implementation of the Agreement negotiated between the Mapleton Education Association and the Mapleton Public Schools Board of Education, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

12.0 FOCUS: STUDENT ACHIEVEMENT

12.1 Student Travel

Mrs. Allenbach requested that the Board approve student travel for the JROTC trip to WyoTech campus in Laramie, Wyoming, May 7, 2019.

MOTION: By Mrs. Lord, seconded by Mr. Moe, to approve the student travel request for Airforce JROTC, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

13.0 FOCUS: COMMUNICATION

13.1 3rd Quarter Financial Report

Ms. Martinez presented the 3rd Quarter Fiscal Year 2019 financial report.

MOTION: By Mr. Moe, seconded by Ms. Montoya, to approve the 3rd Quarter Fiscal Year 2019 Financial Report, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

13.2 Day Without Hate Resolution

Ms. Johnson requested the Board's endorsement and support of a Day Without Hate resolution. She explained the focus of the event was to increase student awareness about the importance of respect and acceptance, bring school communities together, and prevent violence in schools.

MOTION: By Mr. Moe, who read the resolution, seconded by Mrs. Lord, to endorse the Day Without Hate resolution, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

13.3 Calendar Adoption 2020-2021

Ms. Branscum read the report and Mr. Crawford answered questions regarding the proposed calendar for the 2020-2021 academic year.

MOTION: By Mrs. Lord, seconded by Mr. Moe, to approve the calendar for the 2020-2021 academic year, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

13.4 Consideration of Purchase

Mr. Sauer asked the Board to approve Doorway Solutions as the contractor for interior and exterior doors and installation to improve safety at 4 schools in the District.

MOTION: By Ms. Montoya, seconded by Mrs. Lord, to award the contract for the installation of security doors, door frames and door hardware to Doorway Solutions, as presented.

AYES: Ms. Croisant, Mr. Donnell, Mrs. Lord, Mr. Moe, and Ms. Montoya
Motion carried: 5-0

14.0 FOCUS: COMMUNITY INVOLVEMENT

14.1 CAAC Update

Mr. Crawford reported that the Construction Accountability Advisory Committee met on April 5. He shared an update on all construction projects in the District, including comments from committee members. The next meeting of the CAAC will be May 10 at 11:30 a.m. in the Board Room.

14.2 DAAC Update

Mr. Fuller reported that the District Accountability Advisory Committee met on March 19 and April 16. The next meeting of the DAAC will be Tuesday, May 21 at 4:30 p.m. in the Board Room.

15.0 DISCUSSION OF NEXT AGENDA

Ms. Croisant said agenda items for the May 28 Board meeting would include the Connections Academy contract, employee agreements, the DAAC report, and a construction committee update.

16.0 SUPERINTENDENT'S COMMENTS

During the Superintendent's report, Superintendent Ciancio:

- Thanked the Board for fighting for public education and supporting neighbors. She said that she was proud that Mapleton demonstrates how effective boards and districts function.
- Thanked Mr. Donnell for serving on the negotiations team and Mr. Gustafson for working with the MEA team.
- Stated that although the school closing the previous week was an unusual situation, the Executive team quickly implemented a plan to ensure the safety of our students.
- Acknowledged that we are wrapping up the school year with lots of events and celebrations.

17.0 BOARD COMMITTEE UPDATE

Mr. Moe said that the Mapleton Education Foundation's Say Yes to the Prom Dress event was a success. He reported that the committee had completed scholarship interviews and deliberations for awards. He said that it was very interesting and rewarding to work with this committee. He stated that the next meeting would be April 24 to discuss and plan for the Gala.

Ms. Croisant said that she had attended the Rocky Mountain Risk meeting. The group completed Mr. Wiant's annual review and supported raises for the BOCES staff. She thanked them for their outstanding work. Ms. Croisant said that this committee continues to explore options for bringing on new districts to join the BOCES. Discussion continued on the Adams 12 exit from the group. The next meeting will be May 8 .

18.0 SCHOOL BOARD DISCUSSION / REMARKS

Ms. Croisant thanked Mr. Gustafson and the MEA for their efforts to negotiate the new teacher contract. She thanked Central Administration staff for working to adjust the salary schedule. She stated that she was very proud of the efforts to trim expenses and find ways to fund these projects and not have to ask more of our voters.

19.0 NEXT MEETING NOTIFICATION

The next Board Business meeting will be at 6:00 p.m. on Tuesday, May 28, 2019, at the Administration Boardroom.

20.0 ADJOURNMENT

Ms. Croisant noted the Board would meet in a staff debrief session following the business meeting.

The Board motioned to adjourn at 7:09 p.m.

Cynthia Croisant, Board President

Stephen Donnell, Board Secretary

Submitted by Jayna Burtner, Recording Secretary for the Board of Education

Members of The Board of Education – Mapleton Public Schools met in study session at 5:30 p.m. on Tuesday, May 14, 2019, at the Administration Building Boardroom.

Present: Cindy Croisant – President
Steve Donnell – Secretary
Natalie Lord – Asst. Secretary/Treasurer
Thomas Moe – Vice President
Sheila Montoya - Treasurer

During the meeting, the Board:

- Discussed Bond budget priorities, current needs and BEST application;
- Received an update on District Accreditation;
- Reviewed the Graduation script, logistics and procedures for the event;
- Received an update on the Rocky Mountain Risk meeting; and
- Received new and revised Board policies to review.

No official Board action was taken at the meeting.

Cynthia Croisant, Board President

Stephen Donnell, Board Secretary

Submitted by Jayna Burtner, Recording Secretary for the Board of Education

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Erica Branscum, Assistant Superintendent, Talent Recruitment and Development
DATE: May 23, 2019

Policy: Professional Staff Recruiting and Hiring, Policy GCE/GCF
Report Type: Decision Making (Consent)
SUBJECT: Personnel Action

Policy Wording: The Board of Education for Mapleton Public Schools directs the Superintendent to develop and maintain a recruitment program designed to attract and hold the best possible personnel.

Decision Requested: The Office of Human Resources recommends the following personnel information to be approved by Board Action at the regular meeting of May 28, 2019.

CLASSIFIED STAFF

NEW EMPLOYEES

Danne, Michael
Smith, Meri

POSITION/FACILITY

Athletic Trainer/Skyview
Instructional Para./Valley View

EFFECTIVE DATE

05/03/2019
04/23/2019

REASON

New Hire
New Hire

RESIGNATIONS/TERM.

Begum, Fowzia
Collins, Sara
Comer, Preston
Deese, Terri
Hiatt, Russell
Mascarenas, Richelle

POSITION/FACILITY

Instructional Para./Achieve
Special Ed. Para./Academy
Instructional Para./GIA
Instructional Para./Welby
Special Ed. Para./Adventure
Preschool Para./Achieve

EFFECTIVE DATE

05/31/2019
05/31/2019
05/31/2019
05/31/2019
05/24/2019
05/31/2019

REASON

Reduction
Resignation
Resignation
Resignation
Resignation
Reduction

CLASSIFIED REQUESTS

No requests at this time

LICENSED STAFF

NEW EMPLOYEES

Fletcher, Kaitlyn
Loredo, Rosamelia

POSITION/FACILITY

MS Science/York
6th Grade/Achieve

EFFECTIVE DATE

08/05/2019
08/05/2019

REASON

New Hire
New Hire

RESIGNATIONS/TERM.

Bice, Nicholas
Condas, Thomas
Covino, Katherine
Dewitt, Monica
Eggimann, Caitlin
Farnsworth, Ashley
Flaherty, Megan
Goldsmith, Jessica
Grassley, Jennifer
Krause, Sarah
Lopez, Marycarmen
Martinez, Rebecca
Meyer, Hollister
Pedersen, Shannon
Pizzuto, Ashley
Rodriguez, Allison
Stober, Christian
Tozer, Lindsay

POSITION/FACILITY

HS ELA/York
Interventionist/Monterey
Speech Language Pathologist/Achieve
4th Grade/Adventure
3rd Grade/Explore
3rd Grade/Welby
5th Grade/Meadow
KG/Adventure
Interventionist/Welby
6th Grade/Meadow
4th Grade/Achieve
ELL/GPA/York
1st Grade/Welby
2nd Grade/Achieve
Science/MESA
Music/Clayton
Math/NVSYA
6th Grade/Monterey

EFFECTIVE DATE

05/31/2019
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REASON

Resignation
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Resignation

LICENSED REQUESTS

No requests at this time

TEACHER CONTRACT NON-RENEWAL

FIRST	LAST	LOCATION	ASSIGNMENT	YEAR
Betsy	Jeanotte	BPCCA	Social Studies	1

ADMINISTRATION STAFF

NEW EMPLOYEES

Ansley, Michell

POSITION/FACILITY

Exec. Director/Student Achievement

EFFECTIVE DATE

07/01/2019

REASON

New Hire

RESIGNATIONS/TERM.

Martinez, Shae

POSITION/FACILITY

Chief Financial Officer

EFFECTIVE DATE

06/30/2019

REASON

Resignation

ADMINISTRATION REQUESTS

Gayle Dunlap, School Director at Meadow Community School, is requesting to retire effective June 30, 2019 and transition through the end of the 2019-2020 school year.

SUBSTITUTE TEACHERS/OTHER ON CALL

ADDITIONS

DELETIONS

LEAVE REQUESTS

NAME

Goetz, Ashlee
Mull, Melodie
Omoto, Glenn

DATES

04/1/2019 – 04/19/2019
06/26/2019 – 07/17/2019
Intermittent

**MAPLETON PUBLIC SCHOOLS
ADAMS COUNTY SCHOOL DISTRICT NO 1
REVENUES & EXPENDITURES**

GENERAL FUND

	Period*	Year to Date**	Budget***
	Apr 1 - Apr 30	2018-19	2018-19
REVENUES			
Total Local Revenue	313,519	12,759,285	30,792,651
Total Intermediate Revenue	0	5,341	5,341
Total County Revenue	0	0	0
Total State Revenue	3,964,398	44,213,626	52,786,175
Total Federal Revenue	0	0	0
Total Transfers	(154,183)	(2,672,710)	(3,896,665)
Total Loan Revenue			0
 Total General Fund Revenue	 4,123,734	 54,305,542	 79,687,502
EXPENDITURES			
Total Salaries	3,446,564	32,774,036	48,312,382
Total Benefits	992,171	9,352,020	13,668,893
Total Purchased Professional Services	137,676	3,064,149	5,546,605
Total Purchased Property Services	76,703	1,407,693	1,795,107
Total Other Purchased Services	1,511,557	6,987,053	1,956,552
Supplies & Materials	372,664	7,262,471	12,313,893
Property	11,632	559,080	813,565
Other Objects	1,324	(458,189)	(755,034)
Other Uses of Funds	-	-	-
Other			
Total General Fund Expenditures	6,550,290	60,948,312	83,651,962
 Beginning Fund Balance		 9,544,052	
Fund Balance Year to Date		2,901,282	

* Revenue and Expenditures for the month.
 ** Revenue and Expenditures from July 1, 2018
 *** Based on Supplemental FY2018-19 Budget

**MAPLETON PUBLIC SCHOOLS
ADAMS COUNTY SCHOOL DISTRICT NO 1
REVENUES & EXPENDITURES**

GENERAL FUND

	Percent of 2018-19	Prior Year to Date 2017-18	Percent of 2017-18
REVENUES			
Total Local Revenue	41.44%	11,779,313	41.51%
Total Intermediate Revenue	100.00%	4,340	55.96%
Total County Revenue	0.00%	0	0.00%
Total State Revenue	83.76%	41,464,092	83.68%
Total Federal Revenue	0.00%	0	0.00%
Total Transfers	68.59%	(2,808,550)	65.82%
Total Loan Revenue	0.00%	0	0.00%
 Total General Fund Revenue	 68.15%	 50,439,195	 68.47%
EXPENDITURES			
Total Salaries	67.84%	28,568,916	67.57%
Total Benefits	68.42%	8,375,286	69.30%
Total Purchased Professional Services	55.24%	3,099,682	59.60%
Total Purchased Property Services	78.42%	1,216,601	79.10%
Total Other Purchased Services	357.11%	7,106,821	393.41%
Supplies & Materials	58.98%	6,141,175	50.27%
Property	68.72%	624,287	90.13%
Other Objects	60.68%	59,991	-8.91%
Other Uses of Funds	0.00%	0	0.00%
Other	0.00%	0	0.00%
Total General Fund Expenditures	72.86%	55,192,759	73.45%

**MAPLETON PUBLIC SCHOOLS
ADAMS COUNTY SCHOOL DISTRICT NO 1
REVENUES & EXPENDITURES**

OTHER FUNDS

	Period* Apr 1 - Apr 30	Year to Date** 2018-19	Budget*** 2018-19
REVENUES			
CPP/Preschool Fund	154,306	1,431,456	1,842,215
Governmental Grants Fund	1,000	3,451,438	6,497,944
Capital Reserve Fund	15,775	444,449	1,323,697
Insurance Reserve Fund	25	879,623	920,150
Bond Redemption Fund	107,868	4,754,103	13,726,211
Food Service Fund	267,536	2,165,578	2,897,019
Building Fund	657,724	11,810,882	13,507,183
Total Revenue, Other Funds	1,204,233	24,937,530	40,714,419
EXPENDITURES			
CPP/Preschool Fund	155,311	1,235,084	1,869,077
Governmental Grants Fund	409,849	3,266,033	6,497,944
Capital Reserve Fund	151,663	1,117,266	1,983,352
Insurance Reserve Fund	(50)	884,685	949,387
Bond Redemption Fund	-	9,885,650	13,223,602
Food Service Fund	348,397	2,208,001	3,731,732
Building Fund	4,513,465	37,690,727	53,291,294
Total Expenditures, Other Funds	5,578,634	56,287,445	81,546,388

* Revenue and Expenditures for the month.

** Revenue and Expenditures from July 1, 2018

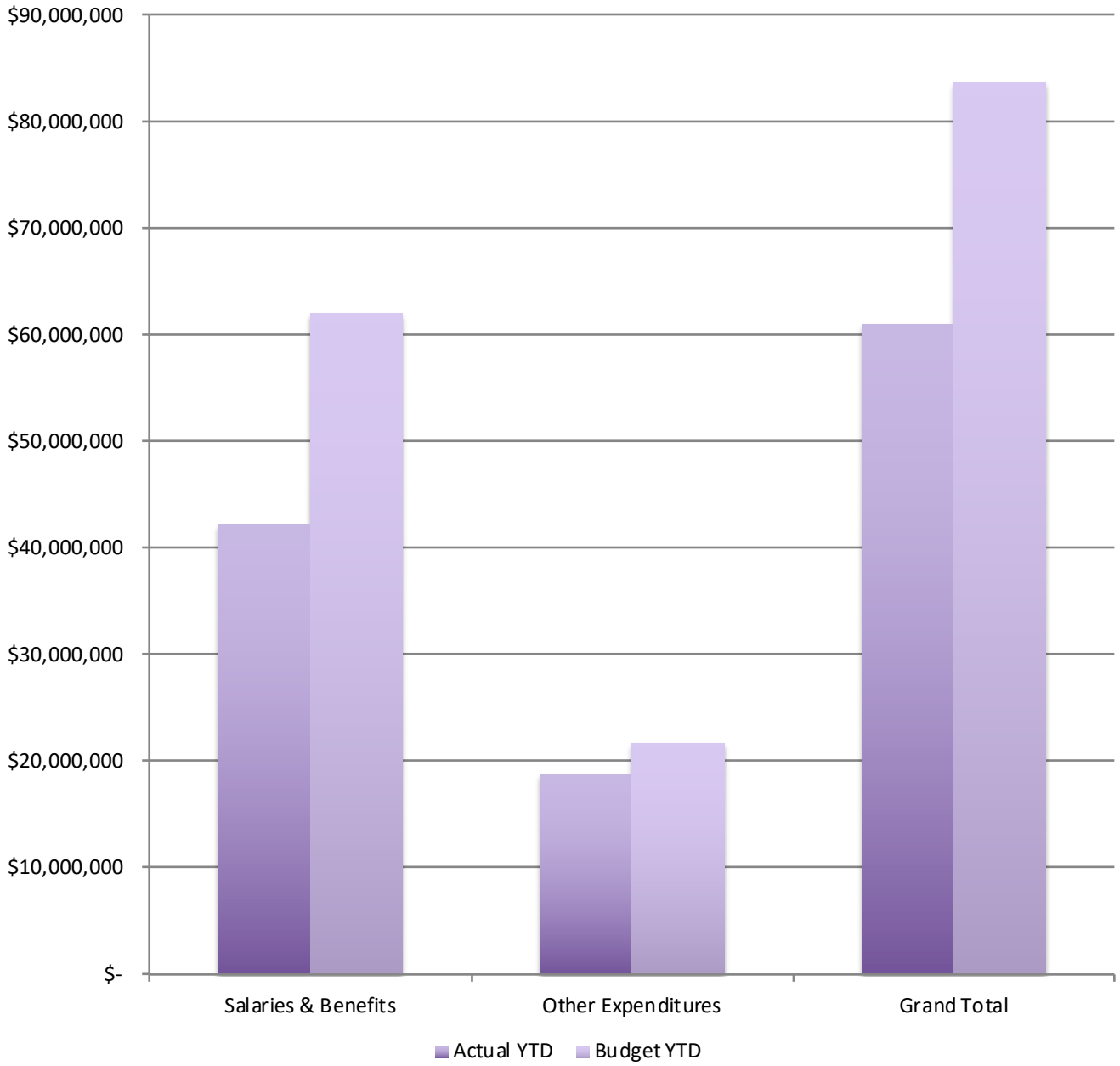
*** Based on Supplemental FY2018-19 Budget

**MAPLETON PUBLIC SCHOOLS
ADAMS COUNTY SCHOOL DISTRICT NO 1
REVENUES & EXPENDITURES**

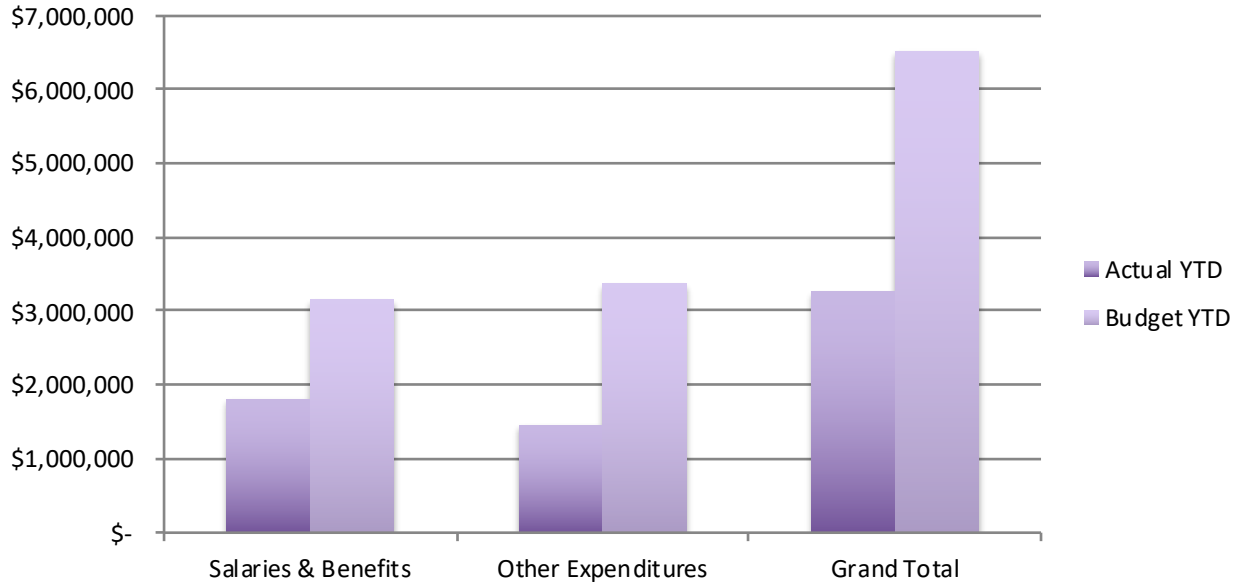
OTHER FUNDS

	Percent of 2018-19	Prior Year to Date 2017-18	Percent of 2017-18
REVENUES			
CPP/Preschool Fund	77.70%	1,029,015	64.42%
Governmental Grants Fund	53.12%	2,057,258	38.43%
Capital Reserve Fund	33.58%	1,094,895	48.61%
Insurance Reserve Fund	95.60%	735,342	96.10%
Bond Redemption Fund	34.64%	4,312,117	33.00%
Food Service Fund	74.75%	2,168,510	83.07%
Buidling Fund	87.44%	4,151,157	84.72%
 Total Revenue, Other Funds	 61.25%	 15,548,293	 50.90%
 EXPENDITURES			
CPP/Preschool Fund	66.08%	1,017,592	63.89%
Governmental Grants Fund	50.26%	1,983,341	37.05%
Capital Reserve Fund	56.33%	2,701,014	71.31%
Insurance Reserve Fund	93.18%	737,554	95.99%
Bond Redemption Fund	74.76%	11,280,347	76.76%
Food Service Fund	59.17%	1,839,772	58.35%
Building Fund	70.73%	37,472,810	62.55%
 Total Expenditures, Other Funds	 69.03%	 57,032,429	 63.89%

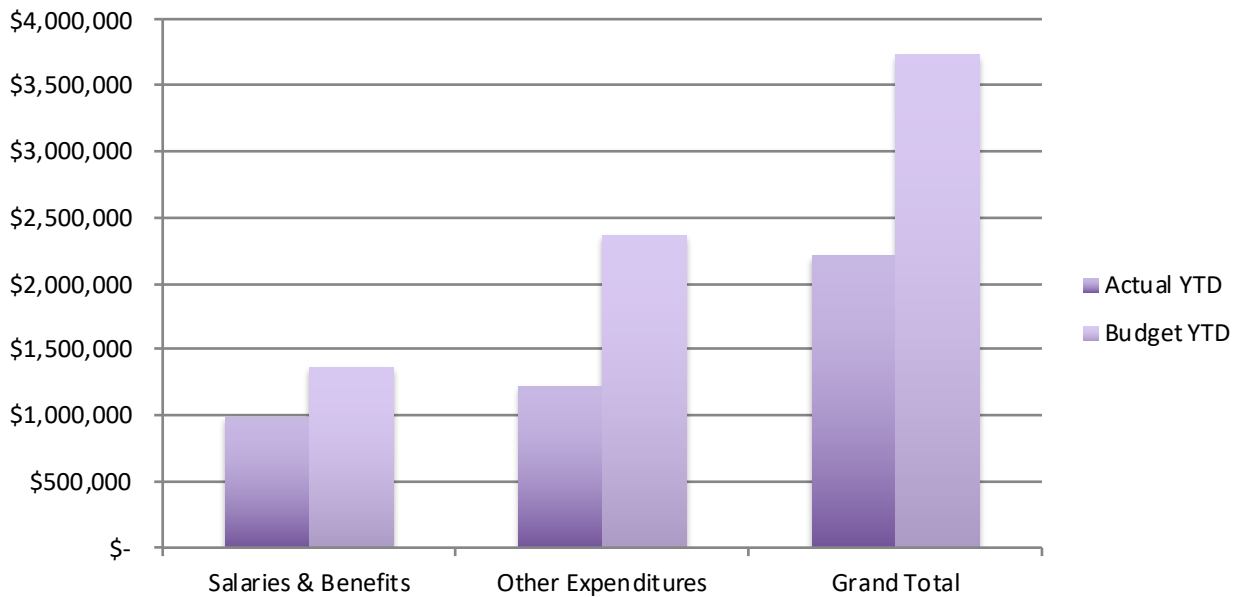
Executive Financial Summary
General Fund Unaudited Expenditures
Budget vs. Actual
As of April 30, 2019



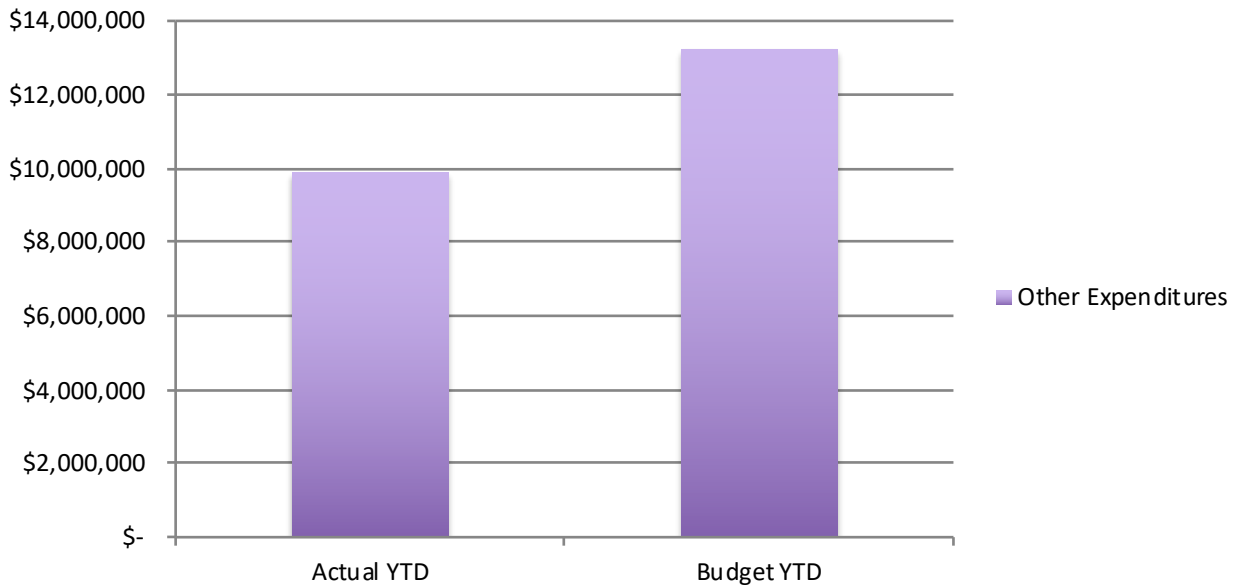
Grants Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



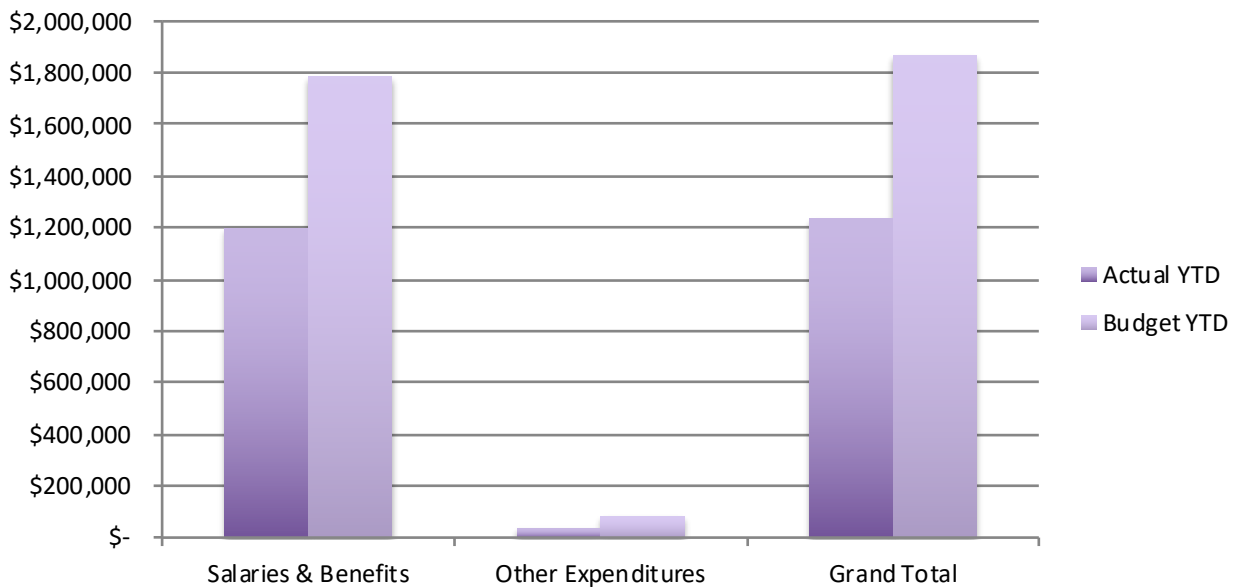
Nutrition Services Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



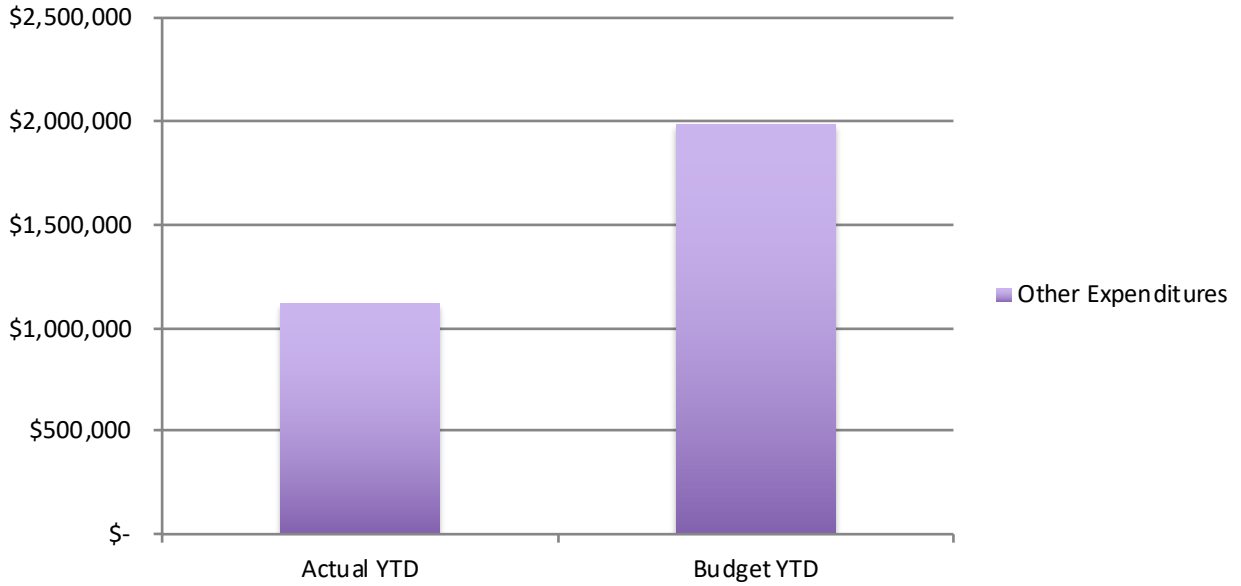
Bond Redemption Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



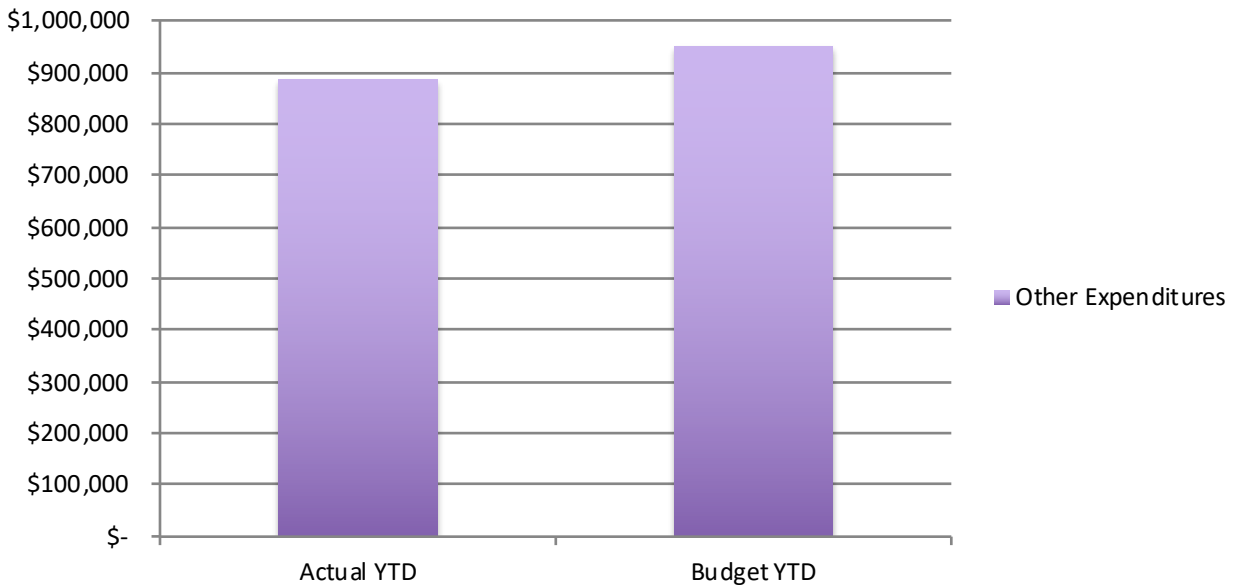
CPP Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



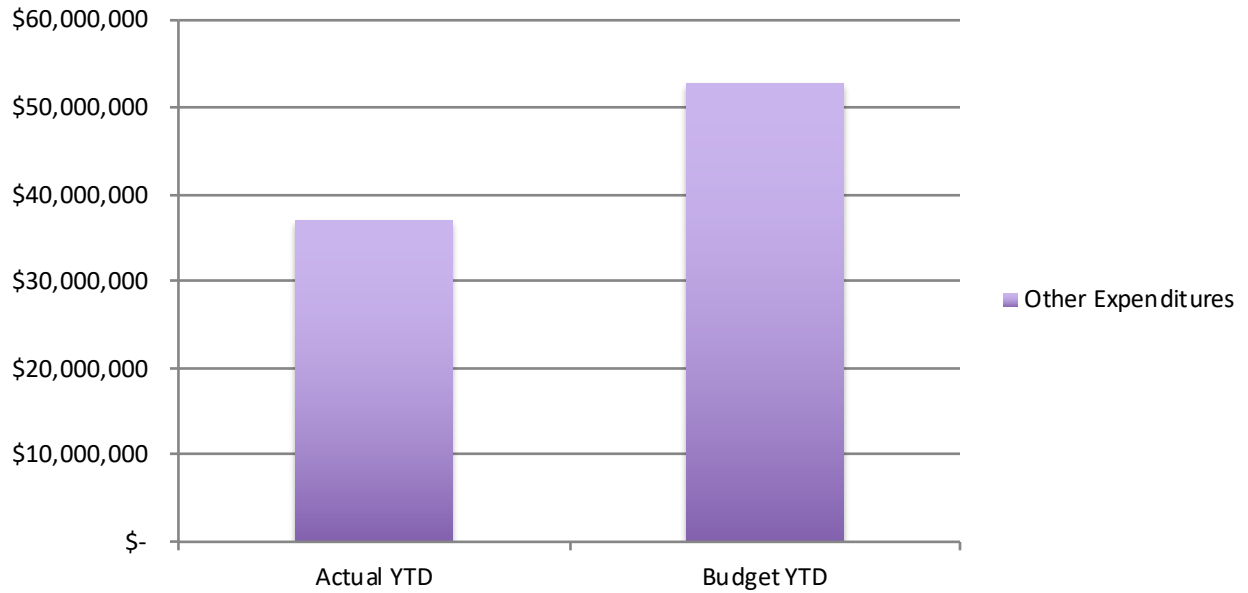
Capital Reserve Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



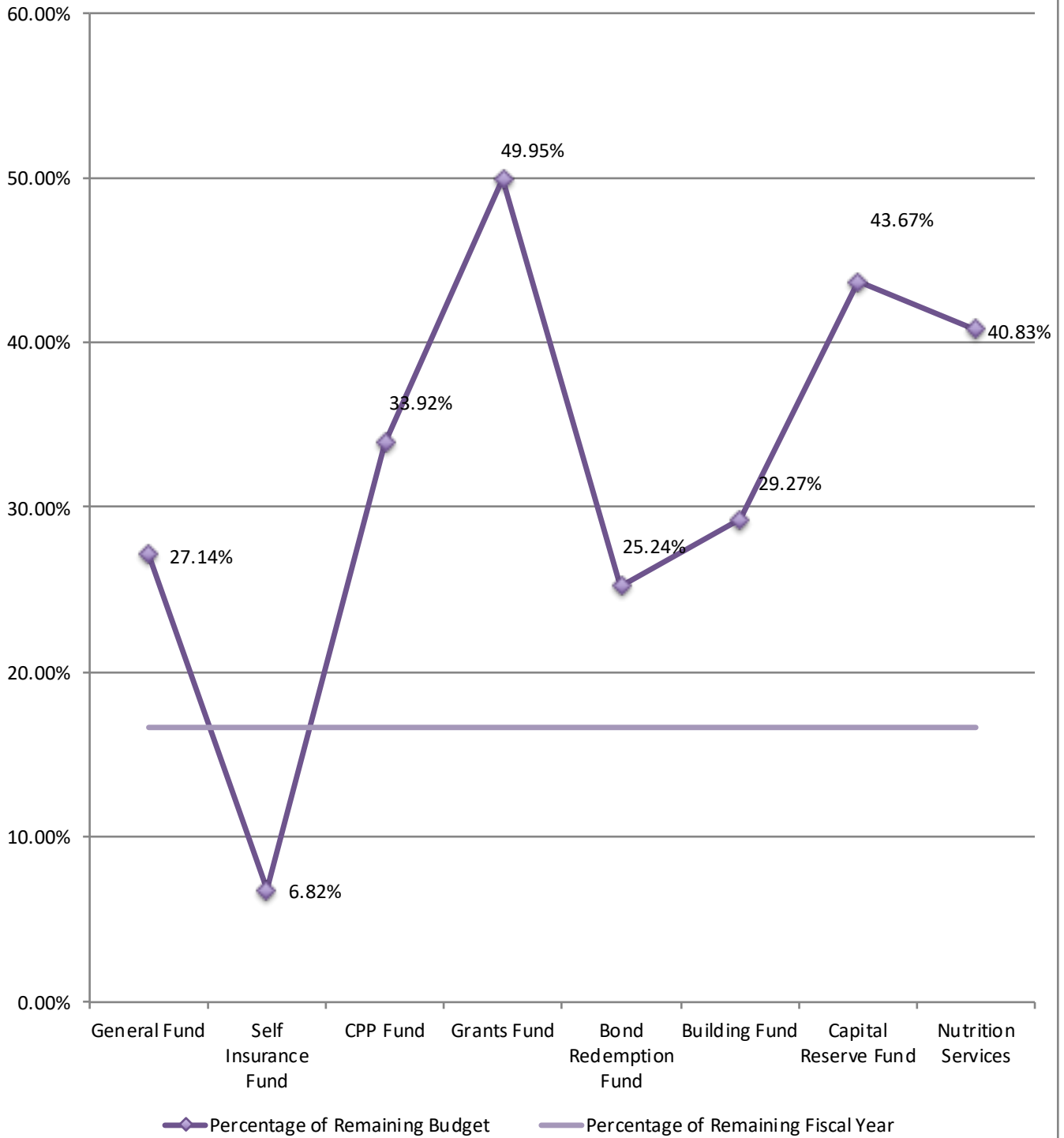
Insurance Reserve Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



Building Fund
Budget vs. Actual Expenditures
As of April 30, 2019
(Unaudited)



2018-19 Percentage of Budget Remaining by Fund April 30, 2019 (Unaudited)



Mapleton Public Schools

Account Level Balance Sheet As of 04/30/2019

Fiscal Year: 2018-2019

Year To Date

10	General Fund	YTD
ASSET		
LineDesc		YTD
10.000.00.0000.8101.000.0000.00	Cash-US Bank	\$1,252,724.00
10.000.00.0000.8101.000.0000.01	Cash-NVB	\$400,919.80
10.000.00.0000.8103.000.0000.01	Petty Cash-Academy High School	\$600.00
10.000.00.0000.8103.000.0000.02	Petty Cash-Student Activities & Safety	\$250.00
10.000.00.0000.8103.000.0000.03	Petty Cash-MESA	\$1,000.00
10.000.00.0000.8103.000.0000.04	Petty Cash-BPCCA	\$300.00
10.000.00.0000.8103.000.0000.05	Petty Cash-Explore Elem	\$500.00
10.000.00.0000.8103.000.0000.06	Petty Cash-Student Support	\$150.00
10.000.00.0000.8103.000.0000.07	Petty Cash-Assistant Superintendent	\$300.00
10.000.00.0000.8103.000.0000.08	Petty Cash-SPED	\$300.00
10.000.00.0000.8103.000.0000.10	Petty Cash-AFROTC	\$500.00
10.000.00.0000.8103.000.0000.11	Petty Cash-Achieve	\$400.00
10.000.00.0000.8103.000.0000.12	Petty Cash-Adventure	\$500.00
10.000.00.0000.8103.000.0000.13	Petty Cash-Clayton Partnership	\$400.00
10.000.00.0000.8103.000.0000.15	Petty Cash-Valley View	\$500.00
10.000.00.0000.8103.000.0000.16	Petty Cash-Welby Montessori	\$400.00
10.000.00.0000.8103.000.0000.17	Petty Cash-Meadow Community	\$600.00
10.000.00.0000.8103.000.0000.18	Petty Cash-Monterey Community	\$500.00
10.000.00.0000.8103.000.0000.19	Petty Cash-Preschool	\$400.00
10.000.00.0000.8103.000.0000.20	Petty Cash-Preschool Admin	\$300.00
10.000.00.0000.8103.000.0000.21	Petty Cash-York Intl	\$800.00
10.000.00.0000.8103.000.0000.31	Petty Cash-Performing Arts	\$850.00
10.000.00.0000.8103.000.0000.35	Petty Cash-MEC	\$500.00
10.000.00.0000.8103.000.0000.36	Petty Cash-GLA	\$1,000.00
10.000.00.0000.8103.000.0000.37	Petty Cash-NVSYA	\$400.00
10.000.00.0000.8103.000.0000.39	Petty Cash-Global Primary Academy	\$500.00
10.000.00.0000.8103.000.0000.46	Petty Cash-Learning Services	\$200.00
10.000.00.0000.8103.000.0000.50	Petty Cash-Communications	\$250.00
10.000.00.0000.8103.000.0000.51	Petty Cash-Technology	\$200.00
10.000.00.0000.8103.000.0000.53	Petty Cash-Office of Superintendent	\$350.00
10.000.00.0000.8103.000.0000.57	Petty Cash-Human Resources	\$500.00
10.000.00.0000.8103.000.0000.61	Petty Cash-Finance Office	\$200.00
10.000.00.0000.8103.000.0000.66	Petty Cash-Maintenance	\$400.00
10.000.00.0000.8103.000.0000.67	Petty Cash-Custodial	\$200.00
10.000.00.0000.8103.000.0000.68	Petty Cash-Athletics	\$200.00
10.000.00.0000.8111.000.0000.01	Investment-ColoTrust	\$201,990.29
10.000.00.0000.8121.000.0000.00	Property Taxes Receivable	(\$61,866.63)
10.000.00.0000.8132.000.0000.00	Temporary Payroll DTDF	(\$430.78)
10.000.00.0000.8132.000.0000.19	Due To/From C.P.P. Fund	\$136.31
10.000.00.0000.8132.000.0000.21	Due To/From Food Service Fund	\$244,127.41
10.000.00.0000.8132.000.0000.22	Due To/From Gov't Grants Fund	\$771,844.58
10.000.00.0000.8132.000.0000.31	Due To/From Bond Redemption Fund	\$0.02
10.000.00.0000.8132.000.0000.41	Due to / From bldg fund	\$274,505.80
10.000.00.0000.8132.000.0000.74	Due To/From Student Activities	\$24,095.02
10.000.00.0000.8132.000.0000.85	Due To/From MEF	\$10,213.16
10.000.00.0000.8153.000.0000.01	Accounts Receivable	\$152,653.43
10.000.00.0000.8153.000.0000.02	Accounts Receivable-Retired	\$46,651.71
10.000.00.0000.8153.000.0000.05	P-Card Fraud Accounts Receivable	\$87.43
10.519.00.0000.8141.000.0000.00	AFROTC Reimbursable A/R	\$940.89
ASSET		\$3,333,042.44
LIABILITY		
LineDesc		YTD
10.000.00.0000.7421.000.0000.01	Prior Yrs Accounts Payable	\$37.53

Mapleton Public Schools

Account Level Balance Sheet As of 04/30/2019

Fiscal Year: 2018-2019

		<u>Year To Date</u>
10.000.00.0000.7421.000.0000.02	Payroll Liability	(\$3,071.58)
10.000.00.0000.7471.000.0000.00	Direct Deposit Payable	(\$819.91)
10.000.00.0000.7471.000.0000.01	Payable-PERA	\$157.64
10.000.00.0000.7471.000.0000.02	Payable-Federal Tax W/H	\$35.69
10.000.00.0000.7471.000.0000.03	Payable-State Tax W/H	\$19.00
10.000.00.0000.7471.000.0000.05	Payable-Kaiser	(\$26,921.60)
10.000.00.0000.7471.000.0000.13	Payable-Tax Sheltered Annuities	\$100.00
10.000.00.0000.7471.000.0000.15	Payable-Medicare	\$16.24
10.000.00.0000.7471.000.0000.19	Payable-CASE Dues	(\$204.00)
10.000.00.0000.7471.000.0000.20	Payable-Cancer Care	\$1,473.44
10.000.00.0000.7471.000.0000.23	Payable-Dental	\$24,744.11
10.000.00.0000.7471.000.0000.24	Payable-Vision-VSP	(\$3,521.76)
10.000.00.0000.7471.000.0000.30	FSA	\$8,291.08
10.000.00.0000.7471.000.0000.33	Preschool & Daycare Tuition	(\$42,183.40)
10.000.00.0000.7471.000.0000.35	Payable-Finger Printing Fee	(\$220.00)
10.000.00.0000.7481.000.0000.00	Deferred Revenue	(\$273,234.00)
10.585.00.0000.7481.000.3139.00	ELL Deferred Revenue	(\$116,462.30)
	LIABILITY	(\$431,763.82)

FUND BALANCE

LineDesc		YTD
10.000.00.0000.6710.000.0000.00	Non-Spend Fund Balance	\$2.97
10.000.00.0000.6721.000.0000.00	Restricted for Tabor 3% Reserve	(\$2,091,129.00)
10.000.00.0000.6722.000.0000.00	Restricted for Multi-Yr Contracts	(\$993,550.00)
10.000.00.0000.6750.000.0000.00	Committed Fund Balance	(\$1,371,100.00)
10.000.00.0000.6770.000.0000.00	Unassigned fund balance	(\$5,088,273.00)
	FUND BALANCE	(\$9,544,049.03)

Total Liability & Fund Balance	(\$9,975,812.85)
Total (Income)/Loss	\$6,642,770.41
Total Liability and Equity	(\$3,333,042.44)

End of Report

Connections Academy

	Period Jul-Sep	Period Oct-Dec	Period Jan-Mar	Period Apr-June	Year to Date 2018-19	Budget 2018-19	Percent of 2018-19
Beginning Fund Balance	-	985,175	281,281	571,247	-	-	-
REVENUES							
Per Pupil Funding	4,375,234	4,252,317	3,362,963		11,990,514	16,653,103	72.00%
READ Act Funding	35,896				35,896	35,896	100.00%
ECEA Funding					-	278,528	0.00%
IDEA VI B		24,913			24,913	252,517	9.87%
Misc Rev					-		0.00%
Total Revenue	4,411,130	4,277,230	3,362,963	-	12,051,323	17,220,044	69.98%
EXPENDITURES							
Instructional							
Salaries/Benefits	838,762	994,489	998,963		2,832,214	4,562,249	62.08%
Purchased Services	115,067	141,382	173,684		430,133	551,832	77.95%
Supplies & Materials	1,625,577	2,756,685	824,954		5,207,216	7,757,555	67.12%
Equipment	-		-		-		0.00%
Other	-		-		-		0.00%
Total Instructional	2,579,406	3,892,556	1,997,601	-	8,469,563	12,871,636	65.80%
Support							
Salary and Benefits	198,266	198,581	196,345		593,192	970,933	61.10%
Purchased Services	643,604	892,202	875,698		2,411,504	3,354,782	71.88%
Supplies and Materials	2,385	1,733	1,058		5,176	12,793	40.46%
Equipment					-	-	0.00%
Other	2,294	(3,948)	2,295.00		641	9,900	6.47%
Total Support	846,549	1,088,568	1,075,396	-	3,010,513	4,348,408	69.23%
Total Expenditures	3,425,955	4,981,124	3,072,997	-	11,480,076	17,220,044	66.67%
Fund Balance to date	985,175	281,281	571,247	571,247	571,247	-	

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 13, 2019

Policy: School Board Powers and Responsibilities, Policy BBA
Report Type: Decision Making
SUBJECT: Administrator Handbook Revisions

Policy Wording: Policy BBA states that the Board considers the following responsibilities of particular importance and, in those cases where action is required, reserves authority to take final action: To determine salary schedules, after consultation and discussion with the Superintendent or designee.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of conditions contained in the Administrator Handbook.

Decision Requested: Administration is seeking approval for implementation of the Administrator Meet and Confer Agreement for 2019–2020 between Mapleton Administrators and the Mapleton Public Schools Board of Education.

Report

On May 9, 2019, representatives of Mapleton's Administrative Team met with District Administration to confer about revisions to the Administrator Handbook, including salaries and benefits for the 2019-2020 school year. The following is a summary of the agreements recommended by all parties for Board approval:

Financial Items

- Current Central Administrators will receive a salary increase of 2.7%. School Directors will receive a salary increase of 2.9% and Assistant Directors will receive an increase of 3.1%.
- Current administrators will receive an experience "step" increase of \$1500.
- The published salary ranges for each administrator group will be adjusted, as necessary, to reflect current salaries and market conditions.
- The District will continue to contribute \$420 per month for each employee, when they select an employee-only health insurance plan. However, the district contribution to either category of Employee + Spouse or Employee + Child(ren) will increase to \$620 per month. The Employee + Family district contribution will increase to \$820 per month. The district health insurance contribution and premium changes will be effective as of June 1, 2019, with the employee paying the balance of the cost of the insurance plan selected.

Language Items

- Language pertaining to PERA contributions will be adjusted based on current and future statutory rate changes.
- Wording regarding bereavement leave will be added to clarify when leave may be taken.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Erica Branscum, Assistant Superintendent
DATE: May 13, 2019

Policy: School Board Powers and Responsibilities, Policy BBA
Report Type: Decision Making
SUBJECT: Classified Employee Handbook Revisions

Policy Wording: Policy BBA states that the Board considers the following responsibilities of particular importance and, in those cases where action is required, reserves authority to take final action: To determine salary schedules, after consultation and discussion with the Superintendent or designee.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of conditions contained in the Classified Employee Handbook.

Decision Requested: Administration is seeking approval for implementation of the Classified Employee Meet and Confer Agreement for 2019–2020 between Mapleton Classified Employees and the Mapleton Public Schools Board of Education.

Report

On May 7, 2019, representatives of Mapleton's classified employees met with District administration to confer about revisions to the Classified Employee Handbook, including salaries and benefits for the 2019-2020 school year. The following is a summary of the proposed changes recommended by all parties for Board approval:

Financial Items

- Eligible classified employees will take experience "steps" on the salary schedule.
- The classified salary schedule will be adjusted by 2.9%.
- In order for the District to remain competitive with similar employers regarding compensation for the most experienced employees, an additional "step" will be added to the top of the classified salary schedule increasing the total number of steps to 14. This new step will be 2.6% higher than the previous highest step in each range.
- Additional classified salary ranges will be studied and may be adjusted to ensure they are competitive with surrounding employers.
- The District will continue to contribute \$420 per month for each employee, when they select an employee-only health insurance plan. However, the district contribution to either category of Employee + Spouse or Employee + Child(ren) will increase to \$620 per month. The Employee + Family district contribution will increase to \$820 per month. The district health insurance contribution and premium changes will be effective as of June 1, 2019, with the employee paying the balance of the cost of the insurance plan selected.

Language Changes

- The explanation of how unpaid leaves of absence are requested and considered will be reworded for clarity. Specifically, unpaid leave may not be used for recreational purposes.
- The section on bereavement leave will be reworded to eliminate confusion. In particular, bereavement leave must be taken immediately following a death or at the time of the memorial service.
- Under the emergency school closing section, the explanation of emergency duty compensation will be reworded for clarity.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Erica Branscum, Assistant Superintendent of Talent Recruitment and Development
DATE: May 28, 2019

Policy: Qualifications/Powers and Responsibilities of Superintendent, Policy CBA/CBC
Report Type: Informational
SUBJECT: Mapleton Summer Learning Opportunities – 2019

Policy Wording: The Superintendent shall keep the Board informed on the condition of the District's educational and support system.

Policy Interpretation: This policy is interpreted to include updates to the Board relating to educational opportunities for students.

Board Action: This is an information-only report. No formal Board action is required.

Report: The purpose of this report is to give information to the Board regarding current summer learning opportunities for students. These opportunities are based on student needs and interests in the following areas:

- Learning Experiences for students who are identified as gifted and talented in grades 3-7
- Pre-Collegiate Summer Camp for 8th grade students
- 21st Century Grant Program at Meadow Community School, York International, and Welby Community School

Gifted and Talented Summer Camp

Gifted and Talented (GATES) students in 3rd through 7th grades are invited to attend a one-week summer camp, June 3-7, at York International School. This year GATES students will participate in Camp Inventions, a nationally recognized, non-profit summer enrichment program. Through the summer enrichment program, students will be presented with fun challenges that emphasize creative problem-solving, collaboration and entrepreneurship through innovation. The GATES camp will be funded through State Gifted and Talented funds. Transportation, as well as breakfast and lunch will be provided. The camp will culminate with a field trip to the Museum of Nature and Science – Da Vinci Exhibit.

Pre-Collegiate Summer Camp for Eighth Grade Students

The Pre-Collegiate Summer Camp, also known as Camp 2023, will be available to all eighth-grade students and will be held at York International School from June 4-7. Student learning will focus on high school transition and success skills, post-secondary planning, and the development of a college-going culture. Guest speakers and daily field trips to college campuses will be included in this experience. Camp 2023 is free, and transportation and meals are provided.

21st Century Community Learning Enrichment Program

The 21st Century Community Learning Center Grant program has been extended to 3 schools: Meadow Community School, York International and Welby Community School.

- York will offer a 3-week summer enrichment program, June 10-27, Monday through Thursday from 8:30-12:30. York International School has partnered with Playworks, Girls on The Run of the Rockies, Junior Achievement and Cooking Matters to provide a variety of enrichment activities for students, including family cooking classes, business seminars, youth leadership, sports leagues, and social-emotional learning. In addition to enrichment programming, teachers at York International will be hired to facilitate extended learning opportunities through York Educational Support (Y.E.S.) Lab for students needing extra support in literacy and math. Within the Y.E.S. Lab program, middle and high school students receive community service hours to provide tutoring for small groups of students. Lunch will be provided as well as transportation.
- Meadow will offer a 2-week program, June 3-13, Monday through Thursday from 8:30-12:30. Meadow Community School teachers will be providing theme-based extended learning and enrichment opportunities. The Learning Lab will emphasize a focus on literacy and math within a thematic approach through Colorado History. Additionally, enrichment activities (in Art & Physical Education) will enhance the thematic approach of Colorado History through studying & creating Colorado geographical landforms and physical activities such as rock-climbing, hiking, & running. Breakfast, lunch and transportation will be provided.
- Welby will offer a 3-week program, June 3-21, Monday through Friday from 8:30 – 12:00. Welby Community School teachers and staff will be providing extended learning and enrichment opportunities. Our Hawk's Nest Summer Session will provide extended learning opportunities and will emphasize a focus on literacy and math. Additionally, enrichment activities in Science, Art, Dance, Music, Culture, Cooking, Engineering and Gardening will enhance student curiosity and provide creative and academic outlets. Students and staff will participate in three field trips during the three-week summer camp. Breakfast, lunch and transportation will be provided.

This is an information-only report. No formal Board action is required.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Karla Allenbach, Assistant Superintendent of Schools
DATE: May 23, 2019

Policy: Student Travel, Policy JJH
Report Type: Decision Making
SUBJECT: Student Travel – TSA National Conference 2018

Policy Wording: All overnight trips and trips exceeding 200 miles round trip have prior approval of the Board of Education.

Decision Requested: District Administration is seeking Board approval of an out of state, overnight trip for students attending Academy High School to participate in the Technology Student Association (TSA) National Conference in National Harbor, Maryland.

Report:

Participants: Sheri Kangas, School Director at Academy, is seeking approval for eleven students, in grades 9 through 12, and three staff members to attend the National TSA Conference in North Harbor, Maryland. Ms. Kangas, along with Academy Teachers George Booth and Kelley Fitzsimmons will chaperone the trip.

Destination: The group will travel together via commercial airline from Denver to Maryland. All students and chaperones will stay in hotel accommodations for four nights in National Harbor.

Duration: The trip will occur over five days and four nights over the upcoming summer break. The group will depart on June 28 and return on July 2, 2019.

Purpose: The purpose of the TSA National Conference is to enhance personal development, leadership, and career opportunities in the fields of science, technology, engineering and mathematics (STEM) for high school students. All eleven of these students qualified to compete at the national conference this past February at the Colorado TSA State Conference. Students will have the opportunity to meet and interact with other students from across the country and along with professionals in the field.

Activities: Students will be competing in a variety of categories including:

- Architecture Design
- Future Technology Teacher
- Board Game Design
- Flight Endurance
- On Demand Video
- Tech Problem Solving
- Forensic Science

- Photography

Transportation and Contingency Planning: The group will be taking direct flights to and from National Harbor, MD. Parent permission slips, including medical information and required signatures have been collected.

Cost and Source of Funding: The total cost for this trip is approximately \$12,600. The conference registration and food expenses will be paid from a Donor's Choose Grant and fundraisers. Travel and lodging costs will be paid out of the Academy school budget. Students will be asked to bring their own money to purchase desired souvenirs.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 15, 2019

POLICY: Budget Adoption Process, Policy DBG
REPORT TYPE: Incidental
SUBJECT: FY 2020 Proposed Budget Notification

Policy Wording: The annual budget for Mapleton Public Schools shall be adopted according to the following process: The administration shall submit a draft budget proposal to the Board of Education for Mapleton Public Schools for tentative approval at least 30 days prior to the beginning of the next fiscal year...

Policy Interpretation: This policy is interpreted as requiring District Administration to provide the Board with a draft copy of budgeted appropriations for fiscal year 2020 by June 1, 2019.

Report: Colorado law governing school district budget policies and procedures requires that "the Proposed Budget shall be submitted to the board at least thirty days prior to the beginning of the next fiscal year" (22-44-108 (1)(c) C.R.S.). The 2020 Proposed Budget will be delivered to the Board on or before June 1, 2019. A public hearing regarding the budget will be held June 11, 2019, at the Mapleton Public Schools Administration building. Final adoption of the budget will be considered at the regularly scheduled Board meeting on June 25, 2019.

This is for informational purposes only. No Board action is required at this time.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 14, 2019

Policy: Bidding Procedures, Policy DJE
Report Type: Decision Making
SUBJECT: Financial Advisor Contract

Policy Wording: Policy DJE states all contractual services, professional services, and purchases of supplies, materials, and equipment in the amount of \$75,000 or more shall be put to bid. With regard to materials or services for which bids are required, the Superintendent (or designee) shall develop a procedure to pre-qualify bidders.

Policy Interpretation: This policy is interpreted as requiring Board approval of vendors whose contracted services exceed \$75,000.

Decision Requested: Administration is requesting the approval of Hilltop Securities as the provider of financial advisor services for the District.

Report: In April, an RFQP was issued in order to competitively solicit the identification of a financial services provider.

The bid process was completed in May of 2019, with 4 contractors responding. 3 were invited to interview with the selection committee. All contractors were scored using an evaluation matrix. Hilltop Securities scored the highest and was determined to be best qualified to meet the needs of the District at a competitive price.

While the initial contract with Hilltop Securities does not exceed \$75,000, it is possible that their scope of work could expand over time, based on District need. District Administration is requesting Board approval of the selected vendor, Hilltop Securities, with Hilltop proposing a bid of \$47,000.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Dave Sauer, Chief Operations Officer
DATE: May 28, 2019

Policy: Authority and Duties of the Superintendent, Policy CBA/CBC
Report Type: Decision Making
SUBJECT: Intergovernmental Agreement – State of Colorado Department of Public Health and Environment – Child and Adult Care Food Program

Policy Wording: The Superintendent shall maintain a cooperative working relationship between the schools and the community and community agencies.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of intergovernmental agreements.

Decision Requested: Administration is asking the Board to approve a new Intergovernmental Agreement with the State of Colorado Department of Public Health and Environment – Child and Adult Care Food Program

Report: Report: Currently Mapleton utilizes the National School Lunch Program and School Breakfast Program to assist Nutrition with providing lunch and breakfast meals, respectively, for all Pk-12 grade students that attend Mapleton schools. The proposed IGA would allow the Nutrition department to seek reimbursement through the Child and Adult Care Food Program to serve breakfast, lunch and snacks for toddler and pre-school students at a significant cost benefit to the pre-school department. The National School Lunch Program and School Breakfast Program will continue to be used for K-12 students.

District administration believes this Intergovernmental Agreement will benefit the district and community as a whole.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 19 FHLA 0010739

INTERGOVERNMENT CONTRACT

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Prevention Services Division
Child and Adult Care Food Program
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:

Mapleton Public Schools
Adams County School District 1
7350 North Broadway Street
Denver, CO 80221

CONTRACT MADE DATE: 03/26/2019

CONTRACTOR DUNS: 030442248

CONTRACTOR ENTITY TYPE:

Political Subdivision Colorado

CORE ENCUMBRANCE NUMBER:

GAE FAAA ACTG201900000000104

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval by the State Controller, or designee, or on 04/30/2019, whichever is later. The contract is a permanent agreement and shall remain in effect until amended or terminated.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Sub-Recipient

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: \$0.00

FEDERAL FUNDING DOLLARS: \$0.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY19:

FY**:

FY**:

FY**:

FY**:

LAW SPECIFIED VENDOR STATUTE:

Not Applicable

PRICE STRUCTURE: Cost Reimbursement

STATE REPRESENTATIVE:

Audrey Christensen
Child and Adult Care Food Program
Colorado Department of Public Health/Environment
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Lindsay Hull
Mapleton Public Schools
591 E 80th Avenue
Denver, CO 80229

PROJECT DESCRIPTION:

The purpose of this Contract is to carry out the objectives of Section 17 of the National School Lunch Act, as amended, the regulations governing the Child and Adult Care Food Program issued thereunder (7 CFR 226), and Section 17 of Public Law 105-336, also known as "The Child Nutrition Reauthorization Act of 1998."

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)

Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

GENERAL PROVISIONS

The following clauses apply to this contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this contract. To the extent that other provisions of the contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq. CRS and the risk management statutes, Section 24-30-1501, et.seq. CRS as now or hereafter amended.
2. Available Funds Contingency
 - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
 - b. Federal Funds Contingency. Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. Unless otherwise stated, the terms of this contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit A** and its attachments if included; 3) the Contract (other than the Special Provisions); 4) the RFP if applicable and attached; 5) the Scope/Statement of Work **Exhibit B** and its attachments if included; 6) the Contractor's proposal if applicable and attached; 7) other exhibits/attachments in their order of appearance.

The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work **Exhibit B**, establish or create standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Contract.
5. Notice and Representatives. For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository

with sufficient postage attached thereto. Notice of change of address or change of representative shall be treated as any other notice.

6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.
8. Insurance - Contractor. The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State's ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this contract and for a period of six (6) years following the termination of this contract, to assure compliance with the state or federal government's terms and/or to evaluate

the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39-26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

13. Conflict of Interest. During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this contract shall be made in one or more of the following ways:

- a. By agreement on a fixed-price adjustment;
- b. By unit prices specified in the contract;
- c. In such other manner as the parties may mutually agree; or
- d. In the absence of agreement between the parties; by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.

16. Contract Modifications. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.

17. Litigation. The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

18. Notice of Breach and Dispute Resolution: If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach

of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. Remedies: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:

- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
- c. request the removal from work on the contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- f. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
- g. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the contract for cause. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the

Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this contract.

b. Immediate Termination. This contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:

- I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
- II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
- III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order; or
- c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified accordingly in writing pursuant to the terms of this contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

23. Understanding of the Parties.

- a. Complete Integration. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

- b. Severability. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
- II. change of address;
- III. the filing of bankruptcy.

- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity;

fires; floods; epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.

h. Changes In Law. This contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

24. Intellectual Indemnity. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

- a. produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or
- b. replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or
- c. suitably modify the products, or part thereof.

Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon:

- a. the use of an altered release if Contractor had not consented to the alteration; or
- b. the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s); or
- c. the use of product(s) on or in connection with equipment or software not permitted under this contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

25. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
- c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
- h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
- i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
- j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d - 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
- k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, "Equal Employment Opportunity:

(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- p. the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

26. **Contractor Affirmation.** If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:

- a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
- b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

27. **Annual Audits.** If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

28. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

29. **Survival of Certain Contract Terms.** Notwithstanding anything in this contract to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of the contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.

30. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** [This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

31. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform. Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

1. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the State; and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Dave Sauer, Chief Operations Officer
DATE: May 28, 2019

Policy: Authority and Duties of the Superintendent, Policy CBA/CBC
Report Type: Decision Making
SUBJECT: Intergovernmental Agreement – City of Thornton Installation of UHF Repeater

Policy Wording: The Superintendent shall maintain a cooperative working relationship between the schools and the community and community agencies.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of intergovernmental agreements.

Decision Requested: Administration is asking the Board to approve a new Intergovernmental Agreement with the City of Thornton to allow Mapleton to install an Ultra High Frequency (UHF) repeater on the Thornton Civic Center building.

Report:

For several years Mapleton and other Adams County school districts have utilized the Adams County Communications (ADCOM) radio transmission to provide transportation communication. ADCOM determined they will no longer be able to accommodate school districts and informed Mapleton of the need to find a separate system. This past year Mapleton purchased and installed new transportation radios and a communication channel that will be dedicated for district use. In order for transmission to occur over the entire district a repeater was placed on top of the Thornton Civic Center building located on Thornton Parkway.

District Administration believes that this Intergovernmental Agreement will meet the needs of the district and serve the best interests of both parties.

NON-EXCLUSIVE REVOCABLE PERMIT
FOR MAPLETON PUBLIC SCHOOLS
UHF REPEATER ANTENNA AND RELATED EQUIPMENT

This Non-Exclusive Revocable Permit for Mapleton Public Schools UHF Repeater Antenna and Related Equipment ("Permit") is entered into this _____ day of _____, 2019,(the "Effective Date") by and between the City of Thornton, a home rule municipal corporation of the State of Colorado ((the "City"), and Mapleton Public Schools, Adams County School District #1, State of Colorado ("Permittee").

RECITALS

WHEREAS, the City owns and occupies a building known as the "Civic Center", located at 9500 Civic Center Drive, which is used for general government purposes located within the City of Thornton, State of Colorado; and

WHEREAS, the City has the power to grant rights and privileges with respect to the use or occupancy of the Civic Center; and

WHEREAS, Permittee desires the privilege of utilizing specified areas within the Civic Center, as well as utilities and other facilities for the purposes defined herein.

NOW, THEREFORE, for and in consideration of the covenants herein contained, the City hereby grants to the Permittee the following rights and privileges:

1. Rights and Privileges

A. The City hereby grants to the Permittee a Non-Exclusive Revocable Permit to utilize certain areas of and place facilities at the Civic Center as specifically described in the attached **Exhibit A** which is incorporated herein by reference, subject, however, to the terms and conditions herein contained. The areas and facilities identified in **Exhibit A** may be used by Permittee only for the installation and operation of an ultra-high frequency (UHF) repeater antenna and associated equipment, as identified in **Exhibit A** that will receive and transmit a signal with no power source using radio signals for the Permittee's internal use. No other uses are authorized except as may be identified herein.

B. The Permittee shall obtain from all applicable government and/or regulatory entities including various departments of the City, at Permittee's expense, all licenses, permits and any other approvals as necessary for the construction, installation and operation of the Permittee's UHF repeater antenna and associated equipment, and shall provide a copy of such approvals upon request of the City.

C. The plans for construction of any improvement associated with an installation of the UHF repeater antenna and associated equipment shall be submitted to the City for prior approval, and such plans shall be incorporated herein as **Exhibit B**. Permittee shall incorporate

into its plans any requirements of the City necessary to protect the public health and safety and to allow the City to utilize the Civic Center.

2. Access

A. As partial consideration for the Permit Fee paid under this Permit, the City hereby grants Permittee a limited right of access for ingress and egress to the Civic Center building adequate to service the Permittee's facilities and/or equipment at all times during the term of this Permit or any renewal term. Limited Access as used herein, shall mean access in accordance with the time and notification provisions stated in this Section 2. Permittee's right of access shall not materially interfere with City's operations and the City retains the right to deny such access to protect the public health and safety. Any access right provided herein shall have the same term as this Permit.

B. The Permittee acknowledges that the roof of the Civic Center building is a secure environment and as such, access to the identified locations in **Exhibit A** shall be limited to normal business hours. Normal business hours shall be 8:00 AM to 5:00 PM Monday through Friday, excluding holidays. Permittee shall notify the City's Maintenance Supervisor Manager at 303-538-7325 during normal business hours, at least 24 hours prior to requesting access to the identified locations. For emergencies occurring after business hours, Permittee shall contact Building Maintenance at 720-626-9241 to arrange for access. City employees shall accompany Permittee when accessing the Civic Center building roof.

3. Permit Fee

The Permittee hereby agrees to pay the City an annual Permit Fee of Five Hundred Dollars (\$500.00)(the "Permit Fee"). The initial Permit Fee is due within 30 days of the Effective Date. Every future annual Permit Fee is due and payable on or before January 15 of each year of this Permit. The City may provide written notice of its intent to increase the Permit Fee to the Permittee at least ninety (90) day's prior to the end of the then current term.

4. Term

This Permit shall commence upon the Effective Date and shall continue for a term through and including the 31st day of December 2019. This Permit renews annually automatically on an annual calendar year basis.

Restrictions and Regulations

This Permit does not authorize Permittee to engage in any activity or use not expressly authorized under the terms of this Permit and leave or use of City property not expressly authorized under the terms of this Permit is expressly prohibited. The Permittee agrees not to use or permit the Permittee location or facilities for an activity or use prohibited by the law of the United States or the State of Colorado or the Ordinances or Charter of the City of Thornton or for any purpose not specifically authorized hereunder or in accordance herewith and it further agrees that all of its activities upon the Civic Center premises will be conducted in accordance with all rules and regulations or directives of the City or its City Manager. The City reserves the right to

temporarily suspend the uses allowed Permittee hereunder for safety and security needs of the City.

5. Interference

A. If the City and Permittee agree that if the interference is not a result of the Permittee's radio transmission or reception, such transmission or reception may be resumed. Notwithstanding Paragraph (7) herein, failure or refusal to discontinue radio transmission and/or reception by the Permittee after the request of the City as provided herein shall result in immediate termination of this Permit by the City. The Parties also acknowledge that interference may exist impeding the Permittee's ability to use the Premises in the intended manner. Nothing herein is intended to prevent the Permittee from using whatever means the Permittee has available to rectify any interference that may inhibit the Permittee from using the City's facility in the manner intended; however, if the interference of Permittee's operation originates from any of the City's municipal services, Permittee's sole and exclusive remedy will be to eliminate the interference as provided herein or terminate this Permit.

B. Where there are existing radio frequency user(s) on the City's Property, the City will provide Permittee with a list of all existing radio frequency user(s) on the Property to allow Permittee to evaluate the potential for interference. Permittee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

6. Cancellation and Termination

A. The City Manager or designee may, revoke and terminate this Permit upon thirty (30) days' written notice specifying the date upon which such revocation or termination is to be effective without cause and without liability.

B. In the event the City Manager or designee chooses to revoke and terminate this Permit, the notice to Permittee shall detail the particulars thereof and the effective date identified in said notice shall terminate this Permit and revoke the right of Permittee to use or utilize the identified areas and facilities of the Civic Center. Within 30 days of the effective termination, the Permittee shall remove all equipment and pay the cost to repair any damages to the Civic Center, including the roof membrane and brick walls. During said thirty (30) day period, access shall be in accordance with the access provisions of this Permit.

C. The Permittee may choose to remove the UHF repeater antenna and associated equipment installed at any time without cause and without any further obligation, except costs to repair any damages caused to the Civic Center roof during Permittee's removal of all equipment. All equipment, which is no longer used at any time throughout the term of the Permit, shall be removed within thirty (30) days and repairs made to the Civic Center as outlined above.

7. Indemnity and Insurance

A. As further consideration hereunder, the Permittee hereby agrees to release, indemnify and save harmless the City, its officers, agent and employees from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, in any way resulting from, or arising out of, directly or indirectly, its operations in connection herewith, or its use or occupancy of any portion of the Civic Center, and including negligent or intentional acts and omissions of the Permittee's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Permittee need not release, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees.

B. The minimum insurance requirements prescribed herein shall not be deemed in any way to limit or define the obligations of the Permittee hereunder. The Permittee agrees to secure and maintain the following insurance and its own cost throughout the life of this Agreement:

1. Commercial General Liability Insurance - One Million Dollars (\$1,000,000) per occurrence; \$1,000,000 personal and advertising liability; \$2,000,000 general aggregate covering bodily injury, including death to persons, personal injury, and property damage liability; and \$2,000,000 products/completed operations aggregate.
2. Commercial Property Insurance – property insurance covering the ultra-high frequency (UHF) repeater antenna and any associated equipment as identified in **Exhibit A**.

C. The City shall be named as an additional insured in the Commercial General Liability insurance policy required hereunder. Certificates or a binder in such form as the contractor administrator may require evidencing the existence or the above described policies, shall be delivered to the contractor administrator upon the execution of this Agreement. The original or certified copies of such policies shall be delivered to the Risk Manager upon execution of this Permit. Each such policy or certificate shall contain a valid provision or endorsement stating "This policy will not be canceled, or materially changed or altered, without first giving 30 days prior written notice thereof to the City of Thornton, 9500 Civic Center Drive, Thornton, Colorado 80229, sent by certified mail, return receipt requested."

D. The City does not intend to waive any of the protections and immunities provided by the Colorado Governmental Immunity Act.

8. Notices

All notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested to the

City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229;

Mapleton Public Schools
ATTN: Superintendent
7350 N. Broadway
Denver, Colorado 80221

provided, however, that either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. All notices required to be given hereunder shall be in writing and sent by certified mail, return receipt requested. The effective date of service of any such notice shall be the date such notice is delivered.

9. Assignment

Permittee covenants and agrees not to assign, pledge or transfer its rights in this Permit, in whole or in part, whether by operation of law or otherwise, nor grant a license hereunder

10. Successors and Assigns

This Permit shall be binding upon and inure to the benefit of the City, its successors and assigns.

11. Colorado Law and Venue

This Permit shall be deemed to have been granted in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce the provisions of this Permit shall be in the District Court in and for the County of Adams, Colorado.

12. Severability

Should any paragraph or any subparagraph of this Permit be held invalid as a matter of law, none of the remaining paragraphs or subparagraphs shall be effected thereby.

13. Approvals

This Permit shall not be effective until approved by the City Council of the City of Thornton pursuant to City Charter, Section 15.4, Revocable Permits, and executed by the required signatories.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as of the day and year first above written.

CITY OF THORNTON

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Luis A. Corchado, City Attorney

MAPLETON PUBLIC SCHOOLS

By: _____
Title:

ATTEST:

By:
Title:

APPROVED AS TO FORM:

Memo

TO: Charlotte Ciancio, Superintendent
FROM: David Sauer, Chief Operations Officer
DATE: May 28, 2019

POLICY: Authority and Duties of the Superintendent, Policy CBA/CBC
REPORT TYPE: Decision Making
SUBJECT: Contracts for School Resource Officers

Policy Wording: The Superintendent shall maintain a cooperative working relationship between the schools and the community and community agencies.

Decision Requested: District administration requests Board approval to renew the District's school resource officer agreement with the City of Thornton.

Report: The City of Thornton has proposed the renewal of the previous agreement for provision of two School Resource Officers (SRO). The SROs will be working with the Skyview Campus and the York Campus as well as the surrounding Mapleton schools within the City of Thornton. Under the agreement, the City of Thornton and Mapleton each pay 50% of the salary and benefits costs for the two full-time police officers.

The SRO program has been in place for several years and is valued by school directors at the Mapleton schools in the City. The City of Thornton and the District continue to work collaboratively to make sure this program ensures safe school environments and meets the needs of our school communities.

District administration has reviewed the scope of services and the contract cost and believes the arrangement is in the best interest of our students and community. It is recommended that the Board of Education approve the contract for School Resource Officer services for the Skyview Campus and York Campus.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 22, 2019

Policy: Instruction through Online Courses, Policy IJNDAB
Report Type: Decision Making
SUBJECT: Connections Education LLC Contract Approval

Policy Wording: Mapleton Public Schools (the "District") believes online education courses that are supplemental to the District's educational program serve as an effective tool to expand the educational opportunities for students at all levels of achievement.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of outside contracts to provide on-line education.

Decision Requested: District administration is requesting the Board's approval to enter into a new 3-year contract with Connections Education LLC d/b/a Pearson Online and Blended Learning K-12 USA.

Report: Six years ago, Mapleton Public Schools entered into a contractual relationship with Connections Education to provide the option of an on-line school as part of the District's choice portfolio. This relationship has proven to be mutually beneficial. The Connections on-line school provides an important, viable alternative for families seeking a more flexible learning environment and instructional delivery method. Therefore, District administration is recommending continuation of this established relationship.

This evening, a contract between the District and Connections Education is being presented for Board approval. The Connections Education contract has been thoroughly reviewed by District administration and legal counsel for Mapleton Public Schools.

CONNECTIONS EDUCATION LLC
d/b/a PEARSON ONLINE & BLENDED LEARNING K-12 USA
K-12 VIRTUAL LEARNING PROGRAMS
STATEMENT OF AGREEMENT – (RENEWAL)

Customer Name: Adams County School District No.
1, aka Mapleton Public Schools

Contact Person: Charlotte Ciancio, Superintendent

Phone Number: (303) 853-1015

Email Address: charlotte@mapleton.us

Effective Date: July 1, 2019

-
1. Adams County School District No. 1, aka Mapleton Public Schools (the “District”) and Connections Education LLC d/b/a Pearson Online & Blended Learning K-12 USA (“OBL”), are hereby entering into this Statement of Agreement (“Agreement”) whereby District is contracting with OBL to continue receiving access to certain virtual education products through OBL’s suite of products and services, that includes OBL’s education management system, and any successor technology platform to which OBL transitions the School (for purposes of this Agreement, collectively the “EMS”), along with associated support services, as more fully set forth herein (collectively “the Education Program”), said Education Program to be offered state-wide to Students in a District authorized K through 12 Multi-district Online school under the name Colorado Connections Academy @ Mapleton (“School”).
 2. **Defined Terms:** Capitalized terms within the Agreement, not otherwise defined herein, have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.
 3. **OBL Responsibilities:**
 - a. **Education Program.** Provide the Curriculum which, when supplemented with Teacher provided additions and modifications, meets the State standards, as adopted by the Colorado Department of Education. The Curriculum shall include, at a minimum, the following:
 - i. OBL standard Course offerings, including core and elective subjects, augmented by a mix of supporting online and offline instruction and intervention resources.
 - ii. Access to teacher directed extended learning activities; nationally facilitated non-School directed extracurricular activities, activities, and special events described in the Program Guide.

- iii. To the extent permitted by Colorado law, optional access to certain courses taught through the International Connections Academy (“iNaCA”).
 - iv. In accordance with the license terms set forth in Section 6 below, a license for the duration of the Term to use all required curricular and instructional materials that are part of OBL’s standard offering, including textbooks, ancillary materials such as kits, texts and other instructional resources (collectively “Instructional Materials”). Instructional Materials will be provided in compliance with a Student’s individualized education plan (“IEP”) or 504 Plan.
 - v. Access to online lesson content, instructional materials, including Teachlet[®] tutorials, Longitudinal Evaluation of Academic Progress (“LEAP”) and other intangible educational resources included in Courses.
- b. EMS Access.
- i. In accordance with the license terms set forth in Section 6 below, a license for the duration of the Term to access and use OBL’s proprietary technology platform for purposes of utilizing the Education Program set forth in Section 3 of this Agreement, including providing web-based access from non-school sites to the Education Program by Students, Caretakers of Students, Learning Coaches, Teachers, Administrative Staff, and District Coordinator. Upon at least 90 days’ written notice to the School District prior to the commencement of the Academic Year, OBL shall have the discretion to transition the School to a successor technology platform at such time as such technology platform is brought online to support full-time K-12 virtual schools.
 - ii. Access to other technologies, including a student information system, lesson scheduling tools, accountability tools, webmail system, video and audio streaming, and message board forum; and the ability to track Student progress.
- c. Operations Services. With the oversight of the District, and subject to the Delegation of Responsibility set forth in Section 4.a.i below, provide services critical to the operation and integrity of the Education Program of the School (“Operations Services”), including, conducting the recruitment search and employing the final job candidates OBL believes to be best suited to fill the roles of Principal (sometimes referred to herein as the Lead School Administrator) and other Administrative Staff, Special Education Director, Teachers, as well as any other person employed by OBL to provide services to, or on behalf of the School (collectively “School Staff”). All School Staff shall be employed by OBL and shall be licensed and/or credentialed in accordance with Colorado law. OBL shall notify the District of any School Staff member who OBL learns has been charged with a criminal offense, as provided by CRS 22-1-130, or convicted of a felony or a misdemeanor. “Convicted” for purposes of this Agreement shall have the same meaning as set forth in CRS 22-32-109.8(7). OBL shall prepare any policies it believes the School will need to adopt to be compliant with State law, as well as prepare all reports to the Caretakers, and/or other third parties required by law and/or the District. Operations Services shall be provided in accordance with federal and state law, and the authority conferred to OBL by the District. To the extent any School operational practice, including any aspect of the delegation of

authority from the District to OBL in section 4 a. i. below, is determined to violate federal or state law, the parties agree to negotiate in good faith an amendment to this Agreement in an effort to cure such determined violation.

- d. Complaints. Promptly investigate any concerns or complaints raised by the District, Students, or the Caretakers of Students involving the performance of any member of the School Staff or other personnel providing support services to the School, regardless of whether: (i) employed by OBL; (ii) employed by the District; or (iii) retained as an independent contractor.
- e. School Counseling and Consultative Services. Provide the School with a framework, aligned to the American School Counselor Association (ASCA), and licensed counselors for a comprehensive school counseling program which supports students in the areas of academic development, personal and social growth, career exploration and future planning. OBL will offer training and processes that support graduation requirements. OBL will also develop and promote activities to support post-secondary goals for all students, including plans for two and four-year college, vocational schools, the military and other training opportunities. Guidance counseling will also be provided to assure that the school is supporting the social and emotional welfare and safety of all students, which includes promotion of protocols which help to identify at-risk students.
- f. Education of Students with Disabilities.
 - i. The School is responsible for implementation of the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; the Colorado Exceptional Children’s Education Act (“ECEA”), C.R.S. §§ 22-20-101-119; and all federal regulations and state rules promulgated in connection therewith.
 - ii. OBL will provide consulting services to the School and employ School Staff necessary to ensure that the School offers an appropriate continuum of special education services to Students in various disability categories and across a spectrum of severity. If an applicant or conditionally enrolled Student has an Individualized Education Plan (“IEP”), the School shall convene a screening team to review the existing IEP to make a determination whether the staff and services available at the School are sufficient to deliver the program required by the IEP; and if the screening team cannot reach consensus, the School shall convene a complete IEP team to make the final determination. Upon request, the District will promptly provide special education records of applicants to the School who are transferring from a District school. If the School encounters students who have been conditionally accepted or are already enrolled who cannot receive a free appropriate public education (“FAPE”) in the School’s program, the School shall notify the appropriate school district of residence and follow the procedures of the IDEA and ECEA.
 - iii. OBL shall ensure special education staff are appropriately qualified, credentialed and trained to serve IDEA-eligible students at the School.

- iv. OBL shall support the School in ensuring all forms, documents and procedures adopted and/or used by the School and pertaining to the identification, evaluation and placement of IDEA-eligible students with disabilities are legally compliant.
- v. OBL shall support the School in monitoring all special education referrals, evaluations, reevaluations, eligibility determinations, placement decisions, and the development and implementation of IEPs for IDEA-eligible students at the School.
- vi. OBL shall ensure that the School provides all required specialized services, equipment, aids and assistive technology necessary for IDEA-eligible students to receive FAPE under the IDEA.
- vii. The School shall ensure its practices satisfy the Office of Special Education Program's compliance indicators monitored by the Colorado Department of Education and that the School's practices do not cause a change in the District's rating.
- viii. The School is responsible for compliance with Section 504 and the ADA, including but not limited to the development and implementation of a Section 504 plan ("504 Plan") for any student with a disability who qualifies for related aids and services under Section 504 and the ADA, but is not eligible for an IEP pursuant to the IDEA and ECEA. When an applicant or conditionally enrolled student has a Section 504 Plan, a screening team is responsible for determining whether staff and services at the School are sufficient to provide accommodations required by the 504 Plan. If the screening team cannot reach consensus, the School shall convene a complete 504 committee, including knowledgeable professionals, to make the final determination in accordance with applicable law.
- ix. OBL and the School shall cooperate with the District, which by law is the responsible administrative unit for the implementation of the IDEA, Section 504 and ECEA, and shall implement changes requested by the District which are necessary to comply with the laws relating to students with disabilities. Except where the District's (and its agents or employees) intentional wrongdoing, willful misconduct, gross negligence, or directive in violation of applicable law is the sole cause of a claim filed against the District, OBL shall indemnify and hold the District harmless from all costs of defending or settling any claim (including Due Process Complaints, State Complaints and OCR Complaints) brought by a parent, student or outside agency that the District or School has violated the IDEA, Section 504 and/or ECEA with respect to an applicant or student of the School. OBL's indemnity obligations shall be subject to Section 18 (Indemnification Procedure) below.
- x. If OBL incurs costs in excess of any funding that it receives for a Student with Disabilities, upon submission of support for its costs in a form acceptable to the District, OBL shall be permitted to submit an invoice payable to the District to submit to the Student's resident school district for payment of such costs to the extent permitted by Colorado law.

- g. English Language Learners. At its sole cost, OBL shall provide resources and support for Students who are English language learners (“ELLs”) designed to enable ELLs to acquire sufficient English language proficiency to participate in an mainstream English language instructional program. OBL shall either: (i) follow the District’s procedures for identifying, assessing, and exiting ELLs; or (ii) have any alternate procedures approved by the District, consistent with state and federal law.
- h. Enrollment and Academic Placement Processing. OBL shall implement and conduct the School enrollment process on behalf of the District, in accordance with placement and withdrawal policies and procedures adopted by OBL, and consistent with District mandated policies related to transfer students, as well as local, state and federal law, including, but not limited to, ECEA Rule Section 8.07(1). The District hereby appoints OBL as the School’s agent throughout the enrollment process for purposes of obtaining and delivering information from and to Students and Caretakers relevant to the enrollment and placement process. Students shall be permitted to enroll in the School exclusively on a full-time basis.
- i. Students who wish to take a course not offered by the School, may do so through a Colorado Department of Education run Concurrent Enrollment Program operated pursuant to the Concurrent Enrollment Programs Act, subject to prior approval of the District in accordance with applicable law. Any tuition advance or reimbursement to eligible Students shall be made in accordance with applicable law.
 - ii. Except as otherwise provided for in this Section and unless otherwise required by state law, dual or part-time enrollment will not be permitted except by prior written agreement by OBL and the District, and neither Party shall have any obligation to accept a dual or part-time enrollment, or provide any payment for services provided by other parties.
 - iii. The District has no responsibility to pay OBL for any Students Enrolled in the School who are not eligible or for whom state funding is or will not be provided.
 - iv. OBL shall maintain a list of the Students Enrolled on behalf of the District and shall provide such list to the District promptly upon request.
 - v. OBL will report on the status of withdrawals to the District monthly during the Academic Year, or whenever requested by the District.
 - vi. As provided in this Agreement, including Sections 10.b. and c., OBL will be responsible for reimbursing the District or the State, as the case may be, for any state and federal funds that it has received to the extent funding is disallowed as a result of a Student’s withdrawal or disqualification from being counted for funded pupil enrollment purposes by CDE. Any CDE audit of pupil count that reduces the funding received by the District or OBL related to enrollment in OBL’s Education Program shall be adjusted in subsequent payments to OBL by the District.

- i. Attendance. Attendance records shall be based on the record of completion of assignments as recorded by the Caretaker, Learning Coach and/or Student (as the case may be) and verified by the Teacher, as well as on Student's attendance or other Student educational activities as documented by the procedures for Teacher-Student contact as specified by the District (unless by documented and excused absence) or State during any attendance count days required by the State of Colorado.
- j. Repository of School Records. The District shall be the repository of all Permanent Student Records and other permanent School records required by Colorado law to be collected and maintained by the District. Permanent Student Records received or collected by OBL on behalf of the District pursuant to its responsibilities set forth in this Agreement, shall be forwarded to the School or the District as directed by District. The District hereby appoints OBL its repository of electronic Student Records and other electronic School records, including electronic financial records. OBL shall store and maintain such electronic Student Records and other School records in accordance with state, local and federal requirements, and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access. In the event the Agreement terminates, OBL shall be obligated to maintain said repository for a period of 7 years following such termination for no additional fee. Further, upon reasonable request, and in a manner that will not interfere with the Authorized Users accessing the Education Program, for the duration of being the Repository of School Records, OBL shall make available to the School's independent auditor, all School records, including financial records. Notwithstanding anything to the contrary within this Agreement, OBL will comply with the provisions of the District's Data Protection Addendum, attached as **Exhibit B** and incorporate herein by this reference. To the extent there are any inconsistencies or Exhibit conflicts between the provisions of this Agreement of the Data Protection Addendum, the terms of this Agreement shall control.
- k. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in section 3h above and in connection with its repository obligations set forth in 3j above:
 - i. OBL shall receive from Caretakers all Student Records on the District's behalf that are submitted electronically through its secure, password-protected system ("Server").
 - ii. OBL shall maintain the confidentiality of all Students Records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions set out in Section 14 of this Agreement. OBL shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law.
 - iii. All Student Record information shall remain the property of the District, and, to the extent not immediately available through the District's on-demand access, shall be provided to the District via a secure means without delay upon written

request for such information. To the extent permitted by law, OBL may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned or Destroyed.

- iv. Unless the parties expressly agree to a longer time period, OBL shall certify to the District within one year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the District in connection with such notice.
- l. Colorado Connections Academy @ Mapleton. Provide a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described in section 17, to use the name “Colorado Connections Academy @ Mapleton” as the name for the School being operated under the terms of this Agreement.
- m. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Colorado or otherwise required by the District.
- n. Testing and Assessments. Administer at its expense all State required testing and other State mandated assessments.
- o. Teacher-Learning Center. Provide a fully equipped and furnished teacher-learning center at no additional cost to the District, which shall also operate as the School’s administrative offices.
- p. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by state law.
- q. Other Professional and Technical Support Services.
 - i. Provide human resources and support services integral to delivery of the Education Program, including: (1) recruiting, employing, training, supervising, monitoring, and supporting School Staff, as well as managing the performance evaluation process for School Staff; (2) implementing a performance based compensation program for all School Staff designed to attract and retain qualified personnel; (3) providing employee benefit plans as required by law; (4) conducting background checks as specified by law; and (5) development of an employee handbook. School Staff shall not participate in any state or District benefit programs, including any pension plans. The Parties acknowledge that all School Staff are employees of OBL and not employees of the District. As such and so long as OBL employs the School Staff, OBL shall be responsible for and shall pay all compensation and benefits for School Staff and employer and employee contributions and deductions as required by state and federal law.
 - ii. Provide 24/7 technical support through on-line Help and live phone support via OBL Support Services to parents, students, and staff Monday-Friday 7:00 a.m. to 7:00 p.m. (MT); and on-call support all other times. For Students not using computer technology provided by OBL, OBL shall provide initial technical

support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of the EMS.

- iii. To the extent OBL permits Student engagement with any community volunteers, OBL shall obtain any criminal background checks and child abuse clearances, as required under applicable law and in any case to the same extent as the District conducts background checks on community volunteers in its other schools. Community Coordinators shall not be considered employees or contractors of OBL or the District. Neither OBL nor the District is responsible for providing transportation to these group activities, or otherwise providing for the cost of such activities, unless otherwise, and then only to the extent agreed or mandated by IEPs, the cost of which would be borne by OBL.
- iv. During the Academic Year, staff an educational resource center during the hours of 7:00 a.m. – 4:00 p.m. MT with education professionals trained in the delivery of the Education Program to provide applicable School Staff with additional education support services.
- v. Provide all Teachers with access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities.
- vi. Provide District designees, and School Staff, training in OBL protocols and other best practices. In addition, as part of its fee for Educational Services paid to OBL, OBL will make available to the District and School Staff continuing professional development and other related training, leadership development, and peer to peer networking opportunities (collectively "Training"), including conferences OBL believes to be a valuable training opportunity related to delivery of virtual education services, such as iNACOL, that support the School mission and delivery of the Educational Services, and which shall be sufficient, at minimum, to allow the School Staff to comply with applicable laws that specify Training requirements. All costs associated with such Training shall be the responsibility of OBL, including related travel, housing, meal and hospitality costs. All OBL's sponsored training will be for the purpose of promoting the School's education mission and other related official school business.
- vii. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various OBL's policies and procedures, and other technology to support Student learning as appropriate.
- viii. Develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Any methods, processes, collateral, Enrollment Leads that are obtained, developed and/or used in the furtherance of the PIC is proprietary Confidential Information and the property of OBL. The District delegates responsibility for the PIC to OBL. Any PIC sent to potential students, their Caretakers, or other interested parties will also be sent contemporaneously to the Superintendent or Designee.

1. All PICs will comply with OBL's trademark usage guidelines located at <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>.
 2. OBL is under no obligation to implement any PIC initiatives promoted by the District that OBL determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in relation to the School. To the extent the District desires to implement independent marketing, it will provide OBL with 90 days' notice. To the extent such a campaign results in an increased cost to OBL, OBL is entitled to seek reimbursement thereof.
 3. PIC activities for each Academic Year during the term routinely commence on or before the January immediately preceding the Academic Year in question. For example, if the School's first Academic Year is the 2019-2020 Academic Year, then PIC activities will commence on or before January 1, 2019. However compensation for such services will be received as part of the bundle of services invoiced pursuant to the Fee Schedule after the first day of the 2019-2020 Academic Year. Any PIC activities conducted by OBL shall be at its sole cost and obligation.
 4. OBL will have no obligation to develop and implement a PIC for the Academic Year that follows any termination of this Agreement. For example, if the Agreement terminates on June 30, 2022, then OBL has no obligation to develop and implement a PIC for the 2022-2023 Academic Year.
- ix. Provide comprehensive logistic services in connection with the OBL provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.
- r. Provision of Computer Technology for School Staff. For all School Staff and the Lead School Administrator, OBL shall provide, and maintain in good working condition, the Computer Technology necessary to provide the Education Services. Any Computer Technology provided by OBL will be the exclusive property of OBL or its contractors, and will be returned upon the termination of this Agreement, or upon the termination of employment, whichever is sooner.
- s. Provision of Computer Technology for Students. OBL shall provide, at its sole cost, a computer and related software (collectively "Computer Technology") for each Student in grades 1-12 who enrolls, or to a household, if more than one Student in a household enrolls from those grades, if the Student requests Computer Technology. OBL shall also provide any required Computer Technology to any employee of OBL providing services under this Agreement. Any Computer Technology provided by OBL will be the exclusive property of OBL or its contractors and will be returned upon the termination of this Agreement, at the termination of employment, or when the Student is no longer enrolled, whichever is sooner. The Computer Technology may be updated from time to time by OBL.

District shall not be responsible for ensuring the return of Computer Technology provided to Students or employees by OBL. However, to the extent that such Computer Technology is not recovered, OBL may invoice Students, or in the case of Hardware or Software provided to Teachers or Administrative Staff, the Teachers or Administrative Staff, unless prohibited by law for any Computer Technology not returned.

- t. Insurance. OBL will maintain and keep in force the below insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be afforded under the primary insurance policies, or in a combination with the limits afforded by an Umbrella or Excess policy.

The School will be included as an additional named insured under the below policies as allowed by law, or OBL shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by charter, applicable law, or both.

Liability Insurance. Liability insurance for any facility leased directly and/or managed by the School, and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

- i. Workers' Compensation insurance in compliance with all applicable laws. Such policy shall provide Employer's Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.
- ii. Employment Practices Liability in an amount no less than \$5,000,000 each claim and in the annual aggregate.
- iii. Commercial General Liability insurance with limits of at least \$10,000,000 per occurrence.
- iv. Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per occurrence.
- v. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$10,000,000 each accident.
- vi. Property Insurance for the replacement cost of personal property.
- vii. Educator's Legal Liability insurance in an amount no less than \$5,000,000 each claim and in the annual aggregate.

- viii. Crime Insurance in the amount of no less than \$1,000,000 each claim and in the annual aggregate.

4. **District Responsibilities:**

- a. Oversight. The District shall determine whether any policies are necessary to comply with state law in the oversight of the School and, if so, will promptly inform OBL of those policies. If and when discovered, the District shall promptly inform OBL of any obligations or deficiencies in OBL's operations.
 - i. Delegation of Responsibility and Rescission Procedure. In order to ensure the quality and integrity of the Education Program and to fully leverage OBL experience providing comprehensive support services to full time K-12 virtual schools, the District, to the extent authorized by Colorado law, delegates to OBL ("Delegation of Responsibility") all responsibilities associated with: (i) the recruiting, employing, training, supervision, oversight, discipline and dismissal of School Staff; and (ii) performing Operational Services. In connection with the Delegation of Responsibility, OBL will support the District in all aspects of School operations consistent with the Delegation of Responsibility and as otherwise reasonably requested by the District.
 - ii. The Delegation of Responsibility may be rescinded in whole or in part by the District acting through the adoption of a resolution by a properly constituted Board of Education, setting forth the parameters of such rescission. Any Board of Education decision to rescind the Delegation of Responsibility, whether in whole or in part, shall not take effect any earlier than the close of the Academic Year in which such rescission is communicated to OBL unless otherwise required to comply with Colorado law in which case the rescission shall take effect upon adoption of the resolution.

The District shall be responsible for adopting any required policies to comply with state law and regulation in the oversight of the School and promptly inform OBL of any obligations or material deficiencies in the School's operations that come to the District's attention.
 - iii. Following notice from OBL with an explanation of the issue, the District and OBL shall determine which entity has responsibility for any matter delegated to OBL under the terms of this Agreement, to the extent that it may be in conflict with or nullified by any applicable law and shall cooperate in the resolution of the issue.
 - iv. The District shall perform any duty not explicitly delegated to Connections under the terms of this Agreement that would otherwise be required of the District under applicable law, unless and until, such duty is delegated to Connections pursuant to the Delegation of Responsibility.
- b. Abide by Established Protocols, Policies and Procedures. Except to the extent of any inconsistency or conflict with District policies and regulations, in which case the District's policies and regulations will control, the District shall abide by all written OBL protocols, policies and procedures contained in the School Handbook

- and School Handbook Supplement with respect to the Core Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of OBL's provided Computer Technology and Instructional Materials.
- c. Diplomas. The District will grant School diplomas based on its verification that a Student has attained the minimum requirements for graduation OBL shall not have any authority to grant a District diploma.
 - d. Insurance. Except for that insurance outlined above, which shall be the responsibility of OBL, obtain and maintain the liability, casualty, and property insurance through self-insurance pool or other coverage for District operations and facilities to the extent consistent with, but without waiving any of the protections and limitations provided to the District by, the Colorado Governmental Immunity Act.
 - e. Reporting. OBL will be responsible for providing all necessary information to the District on a timely basis and, upon receipt, the District will file all the information directly with the State of Colorado, or other regulatory authorities associated with the operation of the School, as required by any applicable state or federal law. OBL will be responsible for the preparation of such reports, including the annual financial and accounting report, to the extent reasonably requested by the District. In connection with the reporting responsibilities, the District shall:
 - i. Timely inform OBL of the information that is required under any reporting obligation, in order to comply with the reporting requirements, including, any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the District's or other regulatory authorities' records) at least thirty (30) days prior to any due date; provided, however, that any failure to notify OBL in a timely manner will, following notice from the District, extend, and not relieve, OBL's compliance.
 - ii. Report Students for all funding sources for which such Students are eligible in the same manner as the District reports and receives money for other students enrolled in the District;
 - iii. Upon request by OBL and to the extent permitted under applicable federal and state laws and regulations, provide OBL with access to: (1) any and all reports filed by the District associated with the operation of the School, including, but not limited to, Student reports filed with all funding sources; and (2) the District's student information system or other data repository in order to enable OBL to independently verify the accuracy of information contained in any District prepared report or other analysis prepared by or distributed by the District; and

- iv. Correct any error in any such reports or analyses and submit the corrected report or other analyses to all appropriate third-parties within fifteen (15) days of receipt of documentation from OBL evidencing the error.
 - f. Standardized Testing Administration. OBL shall be responsible for administering any required standardized tests at its own cost.
 - g. Collection of Funds Due from other Districts. Except to the extent prohibited or limited by Colorado law, the District shall use reasonable efforts to assist in the collection of any amounts that are due from other school districts, but shall not be responsible for any amounts that fail to be collected. OBL will provide reasonable and appropriate resources, including all reimbursement of incidental expenses incurred, to support the District in any such collection efforts.
 - h. Student Data Transfer/Access Requests. To the extent the District requests OBL to provide any District employee or third-party contractor with access to Student personally identifiable information, or to transfer such Student personally identifiable information outside of OBL's systems to a third party, the District is responsible for determining that such request for access or transfer is compliant with applicable local or District policies and procedures, as well as state or federal law, and for informing OBL in writing of any restrictions OBL must follow in providing such requested access or transfer. To the extent permitted by law, the District shall hold OBL harmless and indemnify OBL pursuant to Section 18 (Indemnification by District) below.
 - i. District Liaison. The District shall designate one individual who shall serve as District Liaison, and shall be the primary interface with the Lead School Administrator, and other OBL and School Staff, for the provision of services under this Agreement.
5. **Facilitation of District Oversight Responsibilities:**
- a. Program Oversight. Pursuant to the terms of this Agreement, and as a part of the OBL's fee for Educational Services and OBL's Program responsibilities, OBL shall make key personnel reasonably available for advisement and consultation with representatives of the District who are responsible for managing or overseeing the Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to OBL and, therefore, the District shall not be separately assessed for any costs incurred by OBL in connection with its Program Oversight related responsibilities outlined in this section.
 - b. District Oversight Assistance Program. In furtherance of the District's oversight responsibilities referenced in Section 4. a. above, during each Academic Year during the Term, including any summer school session, OBL will provide to the District for use by students enrolled in District schools other than Colorado Connections Academy, course enrollments through International Connections Academy ("iNaCA") at a twenty-five percent (25%) discount off of the list price for such supplemental courses.

6. Grant of Rights and Access:

- a. License to Access the EMS and Instructional Materials. OBL hereby grants to the District a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials contained therein in connection with the receipt of Educational Products and Services hereunder (collectively the “Licensed Collateral”). OBL represents and warrants that it and/or its vendors are the sole owners of the Licensed Collateral and that they have the right to grant the license to the District. The Authorized Users right to access and use the Licensed Collateral is solely for the intended purpose for which such access is granted and is subject to OBL’s Intellectual Property provisions set forth in Sections 12 and 13 below. OBL may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is Enrolled, or that an Authorized User is otherwise authorized to access.
- b. Permitted and Prohibited Uses. All rights not expressly granted to the District and Authorized Users under the terms of this Agreement are reserved to OBL, and any uses of the Licensed Collateral by the District and Authorized Users not expressly permitted in the Agreement are strictly prohibited.

Specifically, unless otherwise authorized by OBL in furtherance of the delivery of Education Program related services, the District will use commercially reasonable efforts to not allow Authorized Users under the District’s control, District’s employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, OBL or its content providers; or (viii) disclose Log-In Information (as defined below) or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User’s Log-In Information.

- c. Usage Guidelines and Rules of Conduct. Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The District will comply, and will use commercially reasonable efforts to assure

- compliance by Authorized Users under the District's control, as employees of the District, with Terms of Use of the EMS, Privacy Policy, and other applicable OBL policies, as may be updated from time to time by OBL in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The District acknowledges that OBL may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that OBL will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The District shall immediately provide OBL with written notice of any unauthorized use or distribution of the Content, Instructional Materials or Education Program of which the District becomes aware and shall cooperate with OBL and take all necessary steps to ensure that such unauthorized use or distribution is terminated.
- d. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing the EMS and the Content and Instructional Materials (the "Log-In Information"). Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.
- e. Availability and Support. OBL strives to provide access to the EMS 24 hours per day, 7 days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions.
- f. Communications from OBL. The District acknowledges and agrees that OBL may periodically contact Authorized Users in relation to OBL carrying out its obligations set forth in this Agreement, as well as to inform Caretakers and Students of educational opportunities, teacher directed extended learning activities and clubs and other nationally facilitated non-School directed extracurricular activities, including sports program opportunities. Unless prohibited by law, the District specifically consents to such communications being delivered to Caretakers and Students via the EMS webmail portal and message boards, personal email, to the extent such information is available, and direct mail. Telephonic communications, shall be limited to School-related communications of an immediate nature that impact a Student's access to the Education Program, or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, Authorized Users will be deemed to have also consented to receive such

communications... The District will simultaneously receive a copy of all such communications.

7. **Representation Regarding Non-discrimination:** Neither OBL nor the District will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or state law.
8. **Health and Safety:** OBL will develop policies or use the District's policies and deliver training to all School Staff related to the following standards regarding health and safety:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;
 - b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
 - c. Adopting student conduct policies, including policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law or that would subject a Student to discipline, including suspension or expulsion; and
 - d. Complying with all state immunization laws.
 - e. Complying with staff conduct, conflicts of interest, staff ethics, and other personnel policies.
9. **Enrollment Minimum and Maximum:** OBL shall not be responsible for delivering Educational Products and Services under this Agreement, if fewer than one hundred fifty (150) Students are Enrolled as of the first scheduled day of instruction according to the School Calendar. The aggregate maximum allowed enrollment for the School for each Academic Year of the Term shall be Two Thousand Four Hundred Students; provided, however, the aggregate maximum allowed enrollment for grades 9 through 12 for each Academic Year of the Term shall be One Thousand Two Hundred Students. OBL will operate in good faith to maintain the current overall enrollment in the School, including enrolling Students after the official count day for funding purposes, to the extent permitted by applicable law. If the overall enrollment decreases ten percent or more from the prior Academic Year, OBL will report to the District the decrease and the plan to attempt to increase enrollment in subsequent years.
10. **Pricing and Payment Terms:**
 - a. **Payments.** For each Academic Year during the Term, the District shall pay OBL as follows: an amount equal to 95% of the applicable online per pupil operating revenues as provided in the Public School Finance Act of 1994 or successor act (Online PPR) paid to the District from the Colorado Department of Education (CDE) for Students enrolled and funded in the School as of October 1, or such other date or dates as may be established by law or regulation on which per pupil revenues are calculated, plus 95% of any Title I funding, any state Exceptional Children's Educational Act (ECEA) funding, and any other state or federal revenues received by the District that are directly attributable to the Students enrolled in the School

- (including Students with Disabilities). The District shall provide an accounting for the funds that it receives, including such information concerning funding received for Students with special needs sufficient to determine if any amounts are due to OBL under the terms of section 3 f. ii. Payment shall be made on October 15 or within thirty (30) days of receipt of funds by the District if later. Funds shall also be subject to adjustment and reimbursement to CDE, or the District by OBL, as provided herein should the District's funding be subject to a rescission, or should OBL's enrollment count in any year be audited and reduced by CDE. Any excess funds remitted to or received by OBL shall be returned to the District within thirty (30) days of the District providing OBL with any amounts due along with accompanying support for the basis for the charge, or shall be remitted to CDE, within any time period that it may specify.
- b. Invoicing.
- i. OBL shall invoice the District monthly, or on such schedule as is consistent with the District's receipt of funding from the state, but in no event less frequently than on February 1 and June 1 each year for the School's Online PPR funding. The District shall remit payment to OBL for these invoices within thirty (30) days of receipt. Any other payments due to OBL by District for funds received for additional state or federal revenues or receipts from Districts for Students with Disabilities shall be paid within thirty (30) days of receipt of such funds by District. The Parties may establish alternate payment arrangements by mutual agreement. In no event shall failure by OBL to invoice the District constitute an abrogation of the District's obligation to make payment to OBL as provided for in Section 10 (b).
 - ii. OBL and the District may charge interest at the rate of one-half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld from the District due to a failure by OBL to perform under the terms of this Agreement; or (ii) failure by the State of Colorado to timely disburse funds due to the District, in which event the District shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as the funds are received; or (iii) the District or OBL disputes any charges. The District or OBL shall notify the other of any dispute, and the basis for any dispute within five (5) days of receipt of the invoice, and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein.
- c. State Audit Adjustments. To the extent that any adjustments as a result of a state audit are the result of OBL's failure to adequately perform its responsibilities under this Agreement, OBL will be required to either: (i) return funds to the District in the amount that the District is required to reimburse to the state as a result of such audit; or (ii) to the extent that funds are withheld from future payments to the School, reduce the amounts invoiced to the School by the amount such funding is withheld.

- d. Termination of District's Payment Obligations. The funding for OBL shall constitute a current expenditure of the District and is subject to annual budgeting and appropriation by the District in accordance with law. The District's funding obligation under this Agreement will be from year-to-year only, and shall not constitute a multiple fiscal year direct or indirect debt, or other financial obligation of the District. The District's obligation to fund OBL shall terminate upon non-appropriation of funds for that purpose by CDE for any fiscal year, any provision of this Agreement to the contrary notwithstanding.
 - e. District Provided Services. OBL may contract with the District for the direct purchase of District services that can be provided within the boundaries of the District, including, without limitation, supervision of Students who are engaged in OBL sponsored activities in the District. The amount to be paid by OBL for any District provided service shall be the actual cost incurred by the District in providing the services, and shall be remitted to the District by OBL within thirty (30) days of invoice.
 - f. Sales Tax. The District shall provide OBL with documentation evidencing the District's tax exempt status. To the extent that the District is not tax exempt, the District shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the District under this Agreement
11. **Internet Access and Subsidy:** Each Student (or each household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). Students will be advised that high-speed access will provide for optimal participation. For the 2018-2019 and 2019-2020 school years, OBL will provide an internet subsidy as set forth in the Student Handbook. In future years, OBL shall provide written notice to the District of any changes in the amount or terms of such subsidy, which change shall not be effective until the following Academic Year.
12. **Trademarks:**
- a. OBL and its Affiliates represent and warrant that they are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services. OBL trademarks can be found at: <https://www.connectionsacademy.com/Portals/4/ca/documents/pdfs/legal/common-law-trademarks.pdf> (collectively, the "Licensed Marks"). OBL grants to the District a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by OBL. The District agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by OBL, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. OBL retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the District hereunder. All goodwill attributable to the Licensed Marks will inure exclusively

- to the benefit of OBL. Upon execution by the parties, this Agreement shall be deemed written consent for use of the trade name “Colorado Connections Academy @ Mapleton” by the District during the term of the Agreement. Any District action or inaction (such as an uncured failure to carry out or abide by the District’s responsibilities set forth in Section 4) that OBL believes is diluting or may dilute the goodwill attributable to the Licensed Marks, or including any modification of the Education Program or ancillary services provided thereunder, may result in the modification or rescission of the license grant set forth in this Section; provided, however, prior to any unilateral action by OBL under this provision, it shall give the District at least five (5) days’ advance written notice of the alleged offending action or inaction and ten (10) days thereafter to cure the issue. Any such modification or rescission shall not take effect until the later of the close of the Academic Year in which such notice of modification or rescission is provided or a time mutually agreed upon by the Parties.
- b. Upon termination of this Agreement, the District’s license to use the Licensed Marks, including the trade name “Colorado Connections Academy @ Mapleton” shall immediately terminate. The School agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the School’s trade name, as well as from signage, stationary, website, marketing materials and any other material or location it appears.

13. **Intellectual Property:**

- a. Limitations on Use. The EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all OBL trademarks and copyrighted works, and the trade name “Colorado Connections Academy @ Mapleton” are the intellectual property of or licensed to OBL. OBL represents and warrants that the District’s right to use and benefit from said intellectual property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination or expiration of this Agreement.
- b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest in Intellectual Property from OBL to the District, School Staff, Students, Caretakers, or Learning Coaches.
- c. No Use of School Funds to Develop or Procure. No School funds shall be used by OBL to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any District funds paid to OBL for provision of the Educational Products and Services hereunder, once paid, shall not be deemed to be District funds.
- d. Procurement of Equipment, Materials and Supplies. In the event OBL uses School funds to procure on the School’s behalf, equipment, materials, and/or supplies; OBL agrees not to include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties; and further agrees that upon receipt of payment from the School for such equipment, materials and supplies, such equipment, materials and supplies shall be and remain the property of the School.

- e. Derivative Works. Any works created by the School Staff and derived from OBL's Intellectual Property shall be deemed the property of OBL, and the School agrees to extend all reasonable and appropriate measures to assist OBL in securing and perfecting its ownership interest in such derivative works. The District hereby grants to OBL a worldwide freely transferable, royalty free, perpetual license, in any content contained in any Derivative Works that are determined to remain the property of the School.
- f. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"), OBL will not use any such Student Information for any non-School related purpose. Subject to the provisions of the District's Data Protection Addendum, incorporated in this Agreement, OBL may freely aggregate School owned Student Information so long as such aggregated use does not reveal any identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker. All such aggregated data shall remain the property of the District and the School, however, OBL may freely identify its source as being the Colorado Connections Academy. In addition, OBL shall, from time to time, and at other times within fifteen (15) day's after request by the District, provide to the School reports in an electronic format requested by the School to the extent OBL's systems and capabilities permit. Upon receipt of such request from the District, OBL will work with the District to formulate queries, formats and designs that will generate Student Information in a manner most useful to the District, based on the District's objectives and OBL's existing capabilities.

14. Confidentiality:

- a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. Subject to the requirements of state and federal law and regulations, the receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. Protection of Student Records. The Parties acknowledge and agree that under Colorado law and under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA, and not rereleasing to third parties who are not authorized under FERPA, and that have

- no legitimate educational interest for access to Student Records. The Parties designate District and OBL staff, the School Staff, volunteers and third-party providers who are providing any educational or administrative services to the Student, as agents of the District, having a legitimate educational interest and thus entitled to access to educational records. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA, and any regulations promulgated thereunder. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.
- c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders; and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this section 14c is not intended to permit the disclosure of education records referenced in 14b, unless permitted by applicable law.
 - d. Return of Confidential Information. Except for Student Records, which is addressed in subsections 14 b and c above, the receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
 - e. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
15. **Protection of Goodwill and Academic Integrity of the Program**: The Parties recognize that OBL has invested substantial money and resources in developing a nationally recognized virtual education program under the “Connections Academy” brand and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties also recognize that the District has a vested interest in OBL protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, subject to the confidentiality obligations contained herein, OBL is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers.
16. **Term**: Subject to earlier termination, as provided, herein, this Agreement will commence on the Effective Date, and remain in effect for a three (3) year term, with

an expiration date of June 30, 2022, subject to earlier termination, as provided, herein (the “Term “). Upon expiration of the Term, this Agreement may be renewed upon mutual Agreement of the parties for such length of time as may be permitted by Colorado law. The Parties agree to execute any renewal of this Agreement before December 15 of the last year of the current Term, unless a different date is agreed to by both parties. In the event the parties determine to negotiate a continuation of their relationship beyond the expiration date, and such renewal negotiations continue beyond the expiration date, such that OBL continues to provide services consistent with its obligations set forth in this Agreement, without a renewal agreement being executed by and between the parties, the terms and conditions of this Agreement shall continue to govern the relationship of the parties until such time as the parties: (i) execute a new agreement; or (ii) the parties’ relationship terminates without a new agreement being executed.

17. **Termination:**

- a. Grounds for Early Termination. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Except where as otherwise stated below, notices of termination must be made in writing and delivered to the addresses set forth below no later than January 1 of the current Academic Year and shall list all reasons for said early termination, and is subject to the alternative dispute resolution procedures set forth herein. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - i. Commencing with the 2019-2020 Academic Year, by the District for any reason, provided, however, that notice of termination shall be given in writing no later than November 1 of the Academic Year in which such termination shall be effective and termination shall not occur prior to the close of the Academic Year in which notice is given. Notice of termination under this Section 17.a.i. during the first year of the Term of this Agreement shall include a detailed explanation of the reason(s) for termination and shall be subject to the resolution process referenced in Section 22. Notice of termination under this Section 17.a.i. for subsequent years of the Term shall include the reasons for termination;
 - ii. By both parties if they agree in writing to the termination;
 - iii. By either party if the District’s request to operate a multi-district Online School per the state of Colorado’s Multi-district Online School certification process is denied, revoked, or nonrenewed. Written notice of termination under this subsection must be provided within thirty (30) days of such party’s receipt of such notice;
 - iv. Termination by either party, if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and the breach at issue does not objectively lend itself to cure within such 30-day period, then such

additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;

- v. Termination by OBL, immediately, if the payments to which OBL is entitled under section 10 of this Agreement are materially reduced as a result of a change in funding provided to the District or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and OBL is unwilling or unable to make the required changes;
 - vi. By OBL, if there are unresolvable differences between the Parties relating to what OBL, in its sole, reasonable discretion, considers to be conduct that reflects materially and unfavorably upon OBL's reputation with respect to the manner in which the District carries out its responsibilities under the terms of this Agreement, and OBL provides the District with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to OBL's satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;
 - vii. Termination by the District, if the District determines at the end of an Academic Year that the Educational Products and Services set forth in this Agreement do not meet the requirements for a Multidistrict Online School, as defined by applicable law, but only if OBL is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements; and
 - viii. Termination by operation of law, if the School is no longer certified to be operational pursuant to applicable Colorado state law.
- b. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:
- i. OBL shall assist and cooperate with the District in the transition of the Educational Products and Services from OBL to the District or another service provider, so as to minimize the disruption to the Students;
 - ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 - iii. All access to the EMS and other Educational Products and Services contracted for herein shall be discontinued;
 - iv. OBL obligations as repository of Student Records shall continue in accordance with section 3k above;
 - v. District shall pay OBL all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination;

- vi. The parties shall continue to be bound by the following provisions of the Data Protection Addendum and this Agreement, which shall survive termination of this Agreement: sections 3j, 3k, 10, a, b, c, 12- 14, 17 b, 18-23.

18. **Indemnification:**

- a. **Indemnification Obligations.** To the extent permitted by law, but without waiving any of the protections and limitations under the Colorado Governmental Immunity Act, § 24-10-101 – 120, C.R.S., each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney’s fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, or willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement with respect to any Claim occurring and brought during the applicable state statute of limitations.
- b. **Indemnification Procedure.** The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims; (b) allow the Indemnifying Party to control the defense; and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. The Indemnified Party shall be consulted with respect to any settlement arising out of a claim and retains the right to approve any settlements on its behalf if such settlement requires the Indemnified Party to take any action, but no such approval shall be required if the settlement is for a monetary amount to which the Indemnified Party does not contribute. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.

19. **Limitation of Liabilities:** In no event will either party, or such party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party’s Affiliates, directors, officers, employees, or agents.

20. **Notices:** All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to OBL: Connections Education LLC d/b/a
Pearson Online & Blended Learning K-12
USA
10960 Grantchester Way, 3rd Floor
Columbia, MD 21044
Attn: Tom ap Simon, President

With a copy to: Connections Education LLC d/b/a
Pearson Online & Blended Learning K-12
USA
10960 Grantchester Way, 3rd Floor
Columbia, MD 21044
Attn: School Legal Affairs

If to the District: Mapleton Public Schools
7350 N. Broadway
Denver, CO 80221
Attention: Superintendent

With a copy to: Caplan and Earnest LLC
1800 Broadway, Suite 200
Boulder, CO 80302
Attention: Richard Bump

21. **Governing Law**: This Agreement shall be governed and controlled by the laws of the State of Colorado. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in the State of Colorado, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
22. **Resolution of Disputes**: Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this subsection 22.
- a. **Negotiation**. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the VP of Schools, for OBL, and the Superintendent, for the District or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of OBL and the District as the Parties mutually deem appropriate.
- b. **Mediation**. In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to Board Counsel of record, or

other such third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated.

- c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this section as confidential, and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

23. Miscellaneous.

- a. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- b. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of OBL or its managing member, notice of which shall be provided by OBL to the District, shall not be deemed a violation of this Agreement.
- c. Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in or incorporated by this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- d. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party, the party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- e. No Third party Rights. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

- f. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- g. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
- h. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.
- i. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
- j. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- k. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party's acceptance will be deemed binding on the parties. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- m. Status and Relationship of the Parties. OBL is a limited liability company organized under the laws of Delaware, and is not a division or a part of the District. The District is an independent government body authorized by the State of Colorado and is not a division or part of OBL. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of OBL shall be deemed to be an agent or employee of the District. OBL shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the District shall be solely responsible for its acts and the acts of its agents,

employees and subcontractors, subject to any limitations provided by law, including the Colorado Governmental Immunity Act. The relationship between OBL and the District is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between OBL and the District.

- n. Certification Regarding Undocumented Workers. OBL certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* OBL shall not knowingly (i) employ or contract with an undocumented worker to perform work under this Agreement, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker to perform work under this Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to OBL that the subcontractor shall not knowingly employ or contract with a subcontractor that fails to contain a certification to OBL that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement.

Agreed to by:

**ADAMS COUNTY SCHOOL
DISTRICT NO. 1, aka
MAPLETON PUBLIC SCHOOLS**

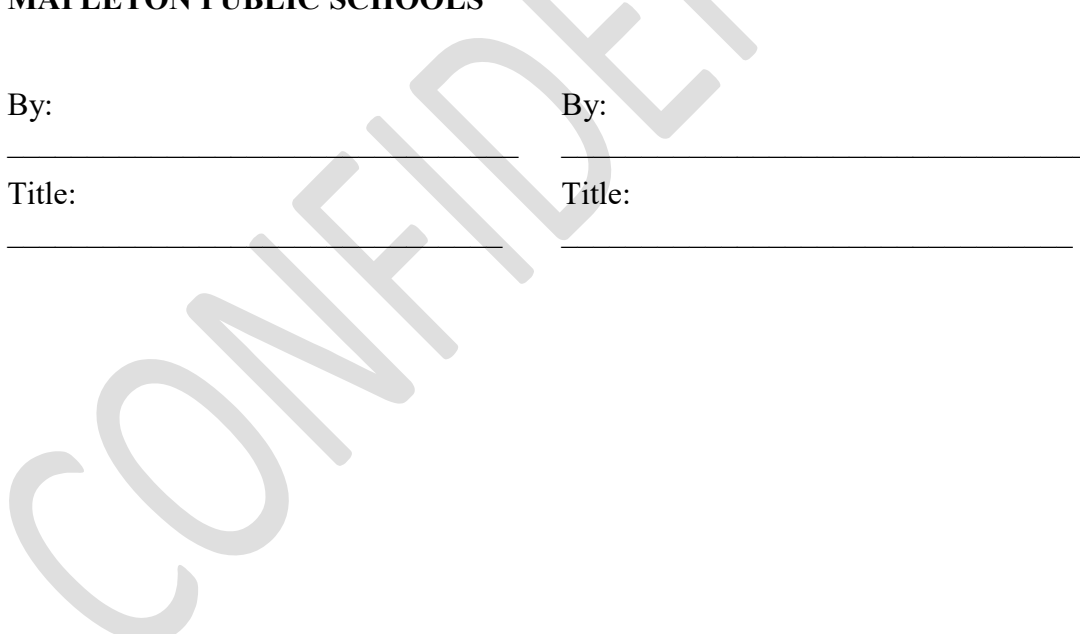
**CONNECTIONS EDUCATION LLC
d/b/a PEARSON ONLINE &
BLENDED LEARNING K-12 USA**

By:

By:

Title:

Title:



INDEX OF DEFINED TERMS

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of the education program operated by the School.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to OBL, Affiliate shall also include Pearson PLC and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the District is contracting with OBL under the terms of the Agreement to provide Educational Products and Services (as defined below).

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and District personnel who are authorized to access the EMS the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Confidential Information” shall mean, proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records, Enrollment Leads, and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby

acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

“EMS” means the website or Education Management System (also sometimes referred to as Learning Management System, or LMS) with the URL <http://www.Connexus.com>, or such other URL as OBL or its Affiliates may designate from time to time (or any successor technology platform to which OBL transitions the School), through which Authorized Users access OBL Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by OBL. Access to the EMS is governed by the Terms of Use located at <https://www.Connexus.com/public/termsOfUse.html> and defined below.

“Content” means the components of a Course and/or SDR (as each is defined below) licensed, designed, developed, owned or provided by OBL and its third party content partners and delivered in an online format through the EMS or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Education Program. Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. OBL reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials that shall meet the educational content or other standards established by the State of Colorado in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by OBL, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the State of Colorado in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Curriculum Guide” means the publication which sets forth the list of Courses offered by OBL during a particular Academic Year and may sometimes be referred to in this Agreement as a “Program Guide”.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on OBL’s production systems.

“District Liaison” shall mean a staff person employed by the District who shall administer and monitor the performance of OBL as specified in this Agreement and provide other such services identified in Section 4.i.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through OBL enrollment efforts (including but not limited to Public Information Campaigns) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through advertisements, information sessions, the Connections Academy website, surveys and petition gathering efforts, and other marketing activities performed on behalf of OBL and/or the School.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Instructional Aide(s)” means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by OBL, regardless of whether such data, materials and collateral are developed specifically for the School. Intellectual Property is the exclusive property of OBL.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the District School Board. Learning Coaches are not employees or contractors of either the School or OBL; shall not receive any compensation for their services from either OBL or the School District Board; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean OBL products and services, including the EMS and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), all Connections Education LLC trademarks, and the trade name “Colorado Connections Academy @ Mapleton” and all other Intellectual Property to which the School/District is given access under the terms of this Agreement.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Multi-district Online School” shall mean an Online School that serves a student population drawn from two or more school districts and as approved by the District and the Colorado State Board of Education.

“Permanent Student Record” shall mean those records required to be maintained by the District in accordance with Colorado law, which shall include, but may not be limited to: attendance records; test, evaluation and statewide assessment records; immunization records as required by sections 25-4-902-903 C.R.S.; records concerning the education of students with disabilities required to be collected and maintained by state or federal law; such other records as directed by the District to be included as part of the Permanent Student Record.

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline media advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Privacy Policy” means that certain statement of OBL’s practices for handling personally identifiable and non-personally identifiable information gathered by OBL through the EMS or any web site maintained by OBL from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined above.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psycho-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. OBL will provide the Education Program on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during weekends and scheduled school holidays to the extent permitted under State of Colorado law. The School Calendar for each Academic Year is subject to the prior approval of the School District Board, taking into account all reasonable comments and suggestion by OBL, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Handbook” shall mean the set of policies, rules and guidelines that are to be followed by Students and their Caretakers.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of services, either through the EMS or otherwise.

“Special Education Director” is that person employed to oversee the Special Education Services per Section 3.f. It is the Special Education Director’s responsibility to keep informed of (and to inform OBL of) any state legislative or regulatory enactments that impact the provision of Special Education Services, as well as to supervise the special education Teachers and implement a OBL approved model for special education instruction.

“Special Education Services” shall mean services described in Section 3.f.

“Students with Disabilities” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Act, as amended (“IDEA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person who is enrolled in the School.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined above) or applicable Colorado law, which the School or OBL is required to retain in accordance with state law.

“Teacher” means any and all educators (including OBL Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement.

“Teacher Learning Center”- means a facility in which a consistent group of teachers and administrators working in connection with providing services to the School in accordance with the terms of this Agreement.

“Term” shall have that meaning set forth in section 16.

“Terms of Use” means certain rules governing how Authorized Users may and may not use the EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at <https://www.Connexus.com/public/termsofuse.html>

“Website” means the OBL website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 22, 2019

Policy: Authority and Duties of the Superintendent, Policy CBA/CBC
Report Type: Decision Making
SUBJECT: Intergovernmental Agreement – City of Thornton GOCO- SYI

Policy Wording: The Superintendent shall maintain a cooperative working relationship between the schools and the community and community agencies.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of intergovernmental agreements.

Decision Requested: Administration is asking the Board to approve a new Intergovernmental Agreement with the City of Thornton regarding the construction of a school playground at Explore Elementary funded in part with a Great Outdoors Colorado School Yard Initiative (GOCO SYI) grant.

Report:

Mapleton Public Schools, in conjunction with the City of Thornton applied and has been awarded a GOCO SYI grant in the amount of \$108,760. The grant funds from the GOCO SYI grant will help support the proposed outdoor learning space at Explore's new school building on 104th Avenue and York Street in Thornton. Explore's proposed outdoor learning space will include a range of recreational experiences, comprised of active and passive play areas, available to Mapleton students and community members.

Funds from the GOCO SYI grant will primarily support the active component of the park, which offers true nature play with interactive equipment made with real wood from the site's existing trees and imported logs and rocks, to maximize student access to the outdoors. The funds will support the purchase of a zipline and log jam with ropes, beams and barrels.

The District's required 25 percent match has been secured through the awarded Adams County Open Space grant. The matching dollars will pay for passive play areas within the park, which will bring nature and environmental education to the school through learning and community gardens, a nature trail, wooden foot bridges, and an outdoor classroom, among other amenities. The proposed project will closely align with Explore's EL Model, as it will encourage resource conservation, stewardship, outdoor recreation and discovery.

The City of Thornton will partner with the District and act as the conduit through which grant funds will be disbursed for the project. District Administration believes this Intergovernmental Agreement will serve the best interests of both parties and the community as a whole.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MAPLETON PUBLIC SCHOOLS
AND THE CITY OF THORNTON FOR THE CONSTRUCTION AND MAINTENANCE
OF A SCHOOL PLAYGROUND AT EXPLORE ELEMENTARY FUNDED IN PART WITH
A GREAT OUTDOORS COLORADO GRANT.**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2019 by and between MAPLETON PUBLIC SCHOOLS, Adams County School District 1, State of Colorado ("the District"), and the CITY OF THORNTON ("Thornton"), a Colorado home rule municipal corporation. The City and the District may be referred to collectively as "Parties" or separately as "Party".

WITNESSETH:

WHEREAS, the District and Thornton are both political subdivisions of the State of Colorado; and

WHEREAS, the people of the state of Colorado have authorized political subdivisions to cooperate with each other and contract in matters set out in this Agreement through the Colorado Constitution, Article XIV, Section 18(2)(a), Article XX and Article XI, Section 7; and

WHEREAS, Thornton has applied for and been awarded a Great Outdoors Colorado Grant attached hereto as Exhibit A and incorporated herein by this reference (GOCO Grant Application, the "Grant") for the construction and maintenance of a school playground at Explore Elementary as generally described in Exhibit B and more specifically described in the Grant (the "Project"); and

WHEREAS, Thornton desires to partner with the District whereby Thornton shall be the conduit through which the Grant funds shall be delivered to the District; and

WHEREAS, the District intends to be responsible for all of Thornton's obligations in the Grant, including but not limited to construction and maintenance of the Project.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the Parties agree as follows:

I. THE PROJECT.

A. COMPLIANCE WITH GRANT REQUIREMENTS.

The District shall be responsible for all of Thornton's obligations under the Grant, as set forth in Exhibit A.

City of Thornton
City Manager's Office
9500 Civic Center Drive
Thornton, CO 80229

Mapleton Public Schools
Office of the Superintendent
7350 Broadway
Denver, CO 80221

- III. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that Thornton and the District, their officers and employees, are relying on, and do not waive or intend to waive by any provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., 10 C.R.S., as from time to time amended or otherwise available to either Party, their officers, or their employees.
- IV. **VENUE.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.
- V. **SEVERABILITY.** If any portion of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this Agreement. City Council and the District's Board of Education hereby declare that it would have accepted this Agreement and each part hereof irrespective of the fact that any one part shall be declared unconstitutional or invalid.
- VI. **WAIVER OF BREACH.** A waiver by any Party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- VII. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- VIII. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement, contingent upon review and approval of governing bodies.
- IX. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 28, 2019

Policy: Bidding Procedures, Policy DJE
Report Type: Decision Making
SUBJECT: Consideration of General Contractor for the Welby Outdoor Learning Park

Policy Wording: Policy DJE states all contractual services, professional services, and purchases of supplies, materials, and equipment in the amount of \$75,000 or more shall be put to bid. With regard to materials or services for which bids are required, the Superintendent (or designee) shall develop a procedure to pre-qualify bidders.

Policy Interpretation: This policy is interpreted as requiring Board approval of vendors whose contracted services exceed \$75,000.

Decision Requested: Administration is recommending the selection of Designscares Colorado, Inc. as the provider of general contractor services to construct the Welby Outdoor Learning Park.

Report: In April, an RFQP was issued in order to competitively solicit the services of a general contractor to construct the Welby Outdoor Learning Park, according to the master design plan. The plan includes landscape, irrigation, pollinator gardens, a treehouse structure, a native prairie scavenger hunt, interpretative signage and entry gateway.

The bid process was completed in May of 2019, with more than 10 companies expressing interest and 2 contractors submitting full proposals. Designscares Colorado, Inc. was invited to interview with the selection committee. Contractors were scored using an evaluation matrix. Designscares Colorado, Inc. scored the highest and was determined to be best qualified to meet the needs of the District.

Designscares Colorado, Inc. is ready to begin work on Welby's Outdoor Learning Park which will provide safe and engaging spaces for our students and community members to learn, grow, and thrive.

Administration is recommending the Board authorize an agreement with Designscares Colorado, Inc. following successful contract negotiations, with an expected project budget of \$430,000.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Mike Crawford, Deputy Superintendent
DATE: May 17, 2019

Policy: Advisory Committees, Policy BDF
Report Type: Monitoring
SUBJECT: Construction Accountability Advisory Committee Update

Policy Wording: The Board shall appoint advisory committees that function within the organizational frameworks approved by the Board.

Policy Interpretation: This policy is interpreted as requiring periodic reports from advisory committees.

Decision Requested: District administration and the Construction Accountability Advisory Committee (CAAC) Co-Chair are providing this report for information only. No decision is requested.

Report:

The Construction Accountability Advisory Committee (CAAC) met for its regular monthly meeting on Friday, May 10, 2019.

Following introductions, several items were distributed to the group, including:

- the report from the April CAAC meeting;
- the Expenditure Report from April; and
- written reports from Mapleton's owner representative from April.

An update was provided regarding each of the bond projects currently underway. Highlights are as follows:

- Global Intermediate 4-8
 - Design team and OfficeScapes are finalizing interior design and FF&E placement;
 - All phases of abatement have been completed and demolition of the main building is mostly complete. The building structure is down with the slab and rubble being removed;
 - Building permit was issued on April 15, 2019, with earthwork scheduled to begin at the eastern boundary on May 13, 2019;
 - Completion is expected fall of 2020.
- CareerX at the Global Campus
 - Interior painting is mostly complete and resilient flooring is being installed;
 - Storefronts and the oversized garage door have been installed;
 - Anticipated completion is fall of 2019.

- The Arts Building at the Global Campus
 - Neenan is finalizing the schematic design and corresponding budget for May presentation;
 - Anticipated completion is fall 2021.

- Trailside Academy
 - Tile installation is mostly complete. Carpet installation and durable flooring finishes are in process;
 - Inclement weather days may impact the timeline of playground installation;
 - School will open for all grades PK-8 in fall of 2019.

- Explore
 - Underground utilities are in process. Driveway tie-in and utilities at 104th are complete;
 - Exterior foundation walls are virtually complete. Erection of steel framework is in process;
 - School opening is planned for fall of 2020.

- Other Projects
 - Valley View Elementary- BEST grant was submitted to CDE. Presentation to the Best Board is scheduled for May 15th with awards being announced May 17th.

Finally, the committee had the opportunity to tour the CareerX construction site to observe progress. Members were interested to learn about potential CareerX programming and view the space that will provide expanded District career and technical education opportunities. Highlights of the tour were the abundant natural light, custom design details such as “x” shaped ceiling features, and storage options. Overall, community members were impressed with the continued build out of Mapleton Public School's Broadway Campus.

The next meeting of the Construction Accountability Advisory Committee will be Friday, June 7th, at 11:30 a.m. in the Board Room.

Memo

TO: Charlotte Ciancio, Superintendent
FROM: Brian Fuller, Chief Information Officer
DATE: May 28, 2019

Policy: Accountability/Commitment to Accomplishment, Policy AE
Report Type: Monitoring
SUBJECT: 2018-19 DAAC Update

Policy Wording: In accordance with State law, the Board shall appoint a School District Accountability Committee. The District Accountability Advisory Committee (DAAC) shall have those powers and duties prescribed by State law. The Board and the DAAC shall, at least annually, cooperatively determine the areas of study, in addition to budget preparation, that the DAAC shall provide input, and on which it may make recommendations to the Board.

Decision Requested: District administration is providing this report for information only. No decision is requested this evening.

Report: In May, ten members of DAAC convened to finalize recommendations for the student handbook and receive a construction update.

The DAAC meeting began with an overview of the construction projects currently underway, including specific updates on Trailside, Explore at 104th, Career X and Global Intermediate Academy. DAAC members are excited and looking forward to the next new school to open in Mapleton, Trailside Academy.

DAAC members discussed the changes to the student handbook for the 2019-2020 school year. These changes were also discussed at previous DAAC meetings. Members were able to review the current draft document incorporating recommended changes from the committee.

The remainder of the meeting was spent discussing ways to broaden the attendance of DAAC next year. Ideas from members to broaden the awareness of DAAC included increased public outreach and possibly a reboot of the committee, similar to the outreach that occurred with the CAAC committee.

The May meeting was the final DAAC meeting for the 2018-2019 school year.