

Board of Education

Mesa County Valley School District 51

Board Work Session Minutes

August 8, 2017

Board Work Session Minutes

A - Doug Levinson B - Paul Pitton C - John Williams D - Tom Parrish E - Greg Mikolai						Board of Education Mesa County Valley School District 51 Board Work Session: August 8, 2017 Adopted: September 19, 2017	
	A	B	C	D	E		
						AGENDA ITEMS	ACTION
Present Absent	x	x	x	x	x	<u>BOARD WORK SESSION</u> A. New Website Introduction, Mrs. Cat Foster-Gruber, Mrs. Jenann Wakefield ➤ District 51 Communications Specialist, Mrs. Foster-Gruber and Software Development and Business Applications Manager, Mrs. Wakefield, discussed the new look of the District's website. The opportunity to change the look of the website presented itself when School Messenger purchased School Connects, the company which provides District 51's emergency notification services. In addition to emergency notification services, School Messenger also offers web templates. The site's navigation and individual pages are the same as before. The site is a work in progress. The home page layout is more user friendly and organizes information into news, quick links, including a message from the Superintendent and calendar items. The Board thanked Mrs. Foster-Gruber and Mrs. Wakefield for the information.	6:15 p.m.
						<u>BUSINESS MEETING</u> 1. Call to Order/Roll Call 2. Agenda Approval 3. Addendum to the Colorado Mesa University Memo of Understanding ➤ The Board approved an addendum to a previously approved MOU with Colorado Mesa University to provide four new career and college advisors in the District. This will start in the fall of 2017. The changes to the MOU add more information about confidentiality to this agreement. 4. Resolution to Sunset the Mill (If Passed) [Resolution: 17/18: 02] ➤ The Board discussed the pros and cons of sunseting the Mill Levy. The discussion entailed making it clear and transparent the money received for the mill may only be spent for the items described on the mill. 5. Approval of Intergovernmental Agreement between Mesa County Valley School District 51 and Mesa County ➤ The Board viewed the Intergovernmental Agreement (IGA) with Mesa County Clerk and Recorder regarding the November 7, 2017, election for three school Board seats. The agreement is approved every two years when there is a school board election and provides for the inclusion of the Board election as part of the county's coordinated election by mail ballot.	
Present	x	x	x	x	x		
Motion Second Aye No		x	x	x	x		Adopted
Motion Second Aye No		x	x	x	x		Adopted
Motion Second Aye No		x	x	x	x		Adopted
Motion Second Aye No		x	x	x	x		Adopted
Motion Second Aye No		x	x	x	x		Adopted

A - Doug Levinson B - Paul Pitton C - John Williams D - Tom Parrish E - Greg Mikolai						Board of Education Mesa County Valley School District 51 Board Work Session: August 8, 2017 Adopted: September 19, 2017	
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						AGENDA ITEMS	ACTION
Motion Second Aye No						6. Board Open Discussion <ul style="list-style-type: none"> ➤ Mr. Parrish discussed the Elevate Summit and stated he was impressed with teacher participation. ➤ Mr. Pitton discussed the opportunity the District offers for mental health classes. 	Adopted 6:58 p.m.
						7. Adjourn to Executive Session <ul style="list-style-type: none"> ➤ Executive Session for the following purposes: <ul style="list-style-type: none"> ○ To determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 2-6-402(4)(e), specifically the Board's positions, strategy and instructions for negotiation of a charter school contract with Juniper Ridge Charter School. ○ To confer with the Board's attorney under section 24-6-402(4)(b), C.R.S, for the purpose of receiving legal advice on specific legal questions regarding charter schools, including, but not limited to, charter school contracts, financing and facilities. ○ Present: Board, Dr. Haptonstall, Mr. David Price, Ms. Cheri Taylor, Mr. Phil Onofrio ➤ Motion to return to Open Session 7:30 p.m. ➤ Minutes in Executive Session: 32 	
Motion Second Aye No							Adopted
Motion Second Aye No							Adopted
Motion Second Aye No						8. Adjourn 7:30 p.m.	Adjourn
						Terri N. Wells, Secretary Board of Education	

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Between

COLORADO MESA UNIVERSITY

And

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

RECITALS:

A. COLORADO MESA UNIVERSITY, a Colorado public institution of higher education (hereinafter, "CMU"), and MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, a Colorado public school district (hereinafter, "District") (collectively, the "Parties") entered into a Memorandum of Understanding dated June 6, 2017 (the "MOU") regarding the assignment of certain CMU staff personnel (the "Advisors") to provide career and college advisement services to students enrolled at District high schools (the "Services"); and

B. The Parties desire to further clarify their agreement and respective responsibilities under the MOU in order to comply with applicable policies, laws and regulations.

NOW, THEREFORE, the Parties agree as follows:

1. Advisors' Employment Status. The Parties agree that the Advisors shall be and remain employees of CMU at all times, and shall not be considered employees of the District for any purpose. Neither the Advisors nor any other CMU employees or subcontractors shall be entitled to any of the rights or benefits that the District provides for its employees, and CMU shall continuously maintain, at its sole expense, workers' compensation and unemployment insurance covering the Advisors as required by Colorado state law. Except as provided in Paragraph 3 below, the direct conduct and control of the Services provided by Advisors under this MOU shall rest primarily with CMU, it being understood, however, that CMU and its Advisors shall consult with the District and keep it informed concerning significant events affecting the Services. CMU shall cause its administration and Advisors to cooperate with and share information with District as necessary to coordinate delivery of Services and facilitate efforts of both Parties regarding the Services and to best serve the needs and welfare of District students.

2. Criminal History Checks. The Parties acknowledge and agree that Advisors may frequently have contact with or be involved in one-to-one situations with minor children enrolled in District high schools, and therefore hold positions of public trust. Accordingly, for each Advisor assigned to provide Services, CMU shall submit to the District a notarized statement signed and sworn to by the Advisor regarding felony or misdemeanor convictions in the form required by District. In addition, Advisors shall, prior to placement in a District school, either provide the District's Human Resources office with a copy of a state and national fingerprint-based criminal history record check regarding the Advisor issued or updated by the Colorado Bureau of Investigation no more

than thirty (30) days prior to the proposed commencement of the Advisor's participation in the Services, or submit to such state and national fingerprint-based criminal history record check by the Colorado bureau of investigation as the District may require or direct. The cost of any fingerprinting or record checks performed at the District's request or direction shall be borne by the District. The District reserves the right to deny or revoke the assignment or placement of any Advisor participating or seeking to participate in the delivery of Services whose criminal history record check results are inconsistent with the sworn statement provided, whose statement provides false or misleading information or fails to disclose material information regarding his or her criminal history, or whose conduct, qualifications or background is determined by the District to be unacceptable for any lawful reason, in its sole discretion.

3. Confidentiality. The parties acknowledge and agree that during the term of the MOU, Advisors may access, review, obtain, manage, keep, maintain, transmit or receive personally identifiable information, records or data kept or maintained by the District regarding individual students that is subject to state and federal privacy laws, rules and regulations, including but not limited to, the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended (collectively "Education Records"). While acting within the course and scope of their employment and performing Services, each Advisor shall be considered a "School Official" (as that term is used in FERPA and its implementing regulations) of the District to the extent he or she accesses, receives, reviews, maintains, uses, stores, manages, manipulates or discloses Education Records under the MOU or assists the District with such functions. The Parties acknowledge and agree that the Advisors (i) are performing institutional services and functions under the MOU that the District would otherwise perform using its own employees; and (ii) shall be under the District's direct control with respect to the use and maintenance of Education Records.

With respect to Education Records that are transmitted, accessed, kept, maintained or received by or disclosed to CMU or any of its Advisors under this MOU, CMU shall:

- a. Comply with all applicable state and federal laws, rules and regulations that apply to the District regarding use and re-disclosure of personally identifiable information from such Education Records; and
- b. Maintain the privacy and confidentiality as required by law of all Education Records; and
- c. Not use, transfer, sell or disclose any such Education Records or the information contained therein except as necessary to carry out its obligations under this MOU or as required or permitted by law; and
- d. Not at any time use or seek to use any of the Education Records acquired in connection with the performance of the MOU for CMU's own benefit or for the benefit of any other person or entity other than the District or its student who is the subject of such records; and

e. Maintain adequate and appropriate policies and procedures to ensure the privacy and security of Education Records as required by law; and

f. Require its Advisors, and any other employees, agents and subcontractors of CMU which are or may be exposed to Education Records, to comply with all of the terms of this paragraph.

The terms of this paragraph shall survive the termination or expiration of the MOU.

4. Effect of Amendment. This Amendment modifies and amends the MOU, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the MOU. The MOU, as amended by this Amendment, remains in full force and effect.

DATED this ____ day of _____, 2017.

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

BY _____ Date: _____
John Williams, President

COLORADO MESA UNIVERSITY

BY _____ Date: _____
Timothy E. Foster, President

**Mesa County Valley School District No. 51
Resolution Regarding Sunset Provision
in Mill Levy Override**

Board of Education Resolution:17/18: 02

Adopted: August 8, 2017

WHEREAS, on June 20, 2017, the Board of Education directed the Superintendent to take appropriate steps to formulate and present to the Board for review and final approval appropriate ballot text and titles for bond and mill levy override measures for placement on the November 7, 2017, election ballot (the “June 20 Resolution”); and

WHEREAS, the contemplated mill levy override measure is intended as a measure to help address critical gaps in funding necessary for student success, and should not substitute for a lasting solution to inadequate school funding from the state and Federal government; and

WHEREAS, in order to be accountable and transparent to the public and District taxpayers, such measure should not continue beyond a period of ten (10) years unless voters approve an extension.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby directs the Superintendent to include appropriate language in the ballot text for the mill levy override measure to be formulated and presented to the Board for review and final approval in accordance with the June 20 Resolution to cause such measure, if passed, to expire ten (10) years from the date of its passage unless extended by vote of the District’s electors at an election before the end of such period.

I certify that the information contained herein is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on August 8, 2017.

Terri N. Wells

ACTION OF THE BOARD: Adopted as Amended

INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "**Agreement**") is made effective this 8th day of August, 2017, between the Mesa County Clerk and Recorder ("**Clerk**") and Mesa County Valley School District No. 51 ("**Public Entity**");

The Public Entity desires to conduct an election pursuant to its statutory authority ("**Election**"), The election will occur on November 7, 2017.

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required. This agreement will be signed no later than August 29, 2017. C.R.S. §1-7-116(2)

The Clerk has agreed to perform the following coordinated election services in consideration of the performance by the Public Entity of its obligations and payment of costs and fees.

The Clerk has designated Amanda Polson, whose telephone number is (970) 244-1749, as the "Contact Officer" to act as the primary liaison between the Clerk and the Public Entity for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Public Entity has designated Terri N. Wells, whose phone number is (970) 254-5193 and whose email is Terri.Wells@d51schools.org as its Designated Election Official ("DEO"). The DEO shall act as the primary liaison between the Public Entity and the Clerk. C.R.S. §1-1-104(8)

If the Public Entity encompasses territory within other counties, this Agreement shall apply only to that portion of the Public Entity within Mesa County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

A. Preparation for the Election

1. Provide the Public Entity a street locator file, which lists the street addresses located in the boundaries of the Public Entity within the Clerk's voter registration system.
2. Assist and inform the Public Entity on any matter that should ensure the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.
5. Certify the election judges and determine their compensation. Provide a list of election judges upon request by the Public Entity. Train election judges prior to the election, including specific instruction in the secure operation of the election equipment. C.R.S. §1-6-101(6), C.R.S. §1-6-104, C.R.S. §1-6-115
6. Provide, no later than twenty days before the Election, notice by publication of a Voter Service & Polling Center election. Such notice shall satisfy the publication requirement for all Public Entities participating in the Election. C.R.S. §1-5-205(1), C.R.S. §1-5-205(1.4)
7. Conduct all required tests and audits of the voting system prior to and after the Election C.R.S. §1-7-

509(1), Secretary of State Election Rules.

8. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count. Secretary of State Election Rules
9. Negotiate an agreement for the printing of the official ballots. After receipt from the Public Entity of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout for proofreading before authorization to begin printing of all ballots.

B. Conduct of the Election

1. Coordinate the proper number and location of Voter Service & Polling Centers. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on the Clerk's website at Vote.MesaCounty.us/ C.R.S. §1-5-101, C.R.S. §1-5-102.9 C.R.S. §1-5-703
2. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
3. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniform Military and Overseas Voter Act. Section 8.3 of Title 1 of the Colorado Revised Statutes
4. Provide provisional ballots to electors who qualify... Provide a telephone number that provisional voters may call to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S. §1-8.5-101, C.R.S. §1-8.5-104(6)
5. Provide properly trained personnel for the preparation and conduct of the Election. Provide personnel at the tabulation center on Election Day/Night to release unofficial results.
6. Preserve all Election records for at least twenty-five months after the election. C.R.S. §1-7-802, Clerk and Recorder Record Retention Policy
7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if a recount is requested by an interested party. Section 10.5 of Title 1 of the Colorado Revised Statutes
8. Conduct a Canvass and Risk-Limiting Audit of the election to process, accept and tabulate the eligible military, cured, and provisional ballots. Verify the votes were accurate and voting equipment was working properly by conducting a risk-limiting audit of election results and through the Canvass Board. C.R.S. § 1-10-101, *et seq.*, C.R.S. § 1-10-201, *et seq.*, Secretary of State Election Rules.
9. Provide, maintain and operate the County's electronic voting machines and vote-counting equipment.
10. Notify property owners of an election in their district and how they can make application for a mail ballot. C.R.S. §32-1-806, C.R.S. §1-5-304, C.R.S. §1-7-104

C. Election Costs

1. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, labor, postage and other expenses attributable to the Clerk's administration of the Election for the Public Entity.

2. Charge the Public Entity for its portion of the costs of the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election or any additional costs related to removing Public Entity from ballot programming or publications.
3. Submit to the Public Entity an invoice as provided in Section III below for the Adjusted Election Cost allocable to the District calculated in accordance with the methodology shown on Exhibit A. To the extent Election expenses are allocable in part to other public entities participating in coordinated elections conducted by the Clerk, the Public Entity's share of expenses shall be prorated as follows: based on the proportion that the number of Public Entity's eligible electors (as specified on Exhibit A) bears to the total number of eligible electors of all public entities participating in the coordinated Election conducted by the Clerk (See Exhibit A).
4. The cost of any recount(s) will be charged to the Public Entity, but if other governmental entities participating in a coordinated Election conducted by the Clerk are also involved in the recount, the cost to Public Entity will be prorated based on the proportion the number of Public Entity's eligible electors in the Election (as specified on Exhibit A) bears to the total number of eligible electors of all governmental entities whose elections are subject to a recount by the Clerk (See Exhibit A).

D. TABOR Notice

1. Prepare the TABOR Notice, if relevant. Article X Section 20 of the Colorado Constitution, Secretary of State Election Rules
2. Charge the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. In the event information regarding other elections is included in the notice, such expenses shall be prorated as follows: based on the proportion the number of column inches used in the Public Entity's portion of the printer material bears to the total number of column inches used by all public entities participating in such material.
3. Mail to each elector within Mesa County who may be affected by certain TABOR ballot issues the TABOR notice not less than thirty days prior to the election. The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.

II. Duties of the Public Entity

The Public Entity shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Post and/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or Title 32, as amended, except as otherwise stated by this agreement.
2. Gather all necessary petitions, if applicable.
3. Be solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.
4. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. The certification of the street locator file shall be made no later than September 1, 2017 at 5:00 p.m. to the Clerk. If the certification is not provided by the date specified

herein, the Clerk cannot guarantee accurate ballot styles nor be responsible for additional charges associated with address library errors resulting in incorrect ballot styles.

5. Provide the Clerk with a written notice that the Public Entity will participate in the Election in accordance with the terms and conditions of this Agreement.
6. Request the Property Owner's list from the Mesa County Assessor's office 40 days before the election, by September 28, 2017. This list will be provided to the clerk 30 days before the election, by October 8, 2017. A supplemental list will be requested from the Mesa County Assessor's office 30 days before the election, by October 8, 2017, and will contain any names that have been made eligible and are eligible for a property owner's ballot since the previous list. This list will be provided to the Clerk on October 18, 2017. C.R.S. §1-5-304
7. Provide a certified copy of the ballot content, submitted as an email attachment to amanda.polson@mesacounty.us or in an electronic media format, in the format requested below, at the earliest possible time and in any event no later than sixty days before the election, September 8, 2017 at 5:00 p.m. Ballot content (candidates, issues and questions) to be exactly in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk will not be responsible for making any changes after the certification. C.R.S. §1-5-203(3)(a)
 - Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
 - Provide audio pronunciation of all candidates.
8. Proofread and approve the Public Entity's ballot content for printing within one business day of receipt from the Clerk. The Public Entity shall provide an e-mail address and designate a person to be available for proofing and approving ballot content for printing. Due to limited printing availability and time constraints, the Public Entity should provide contact information for someone who may be available from 8:00 a.m. to 10:00 p.m. from September 11 until September 14, 2017 or until final approval of printing of ballots has been reached. If no one representing the Public Entity is available and the printing timeline requires it, the ballot will go to print without Public Entity approval. The Clerk shall not be responsible for any errors or omissions as a result of the Public Entity's failure to proofread the ballot. The Clerk agrees to keep all contact personnel apprised of ballot printing status for all contacts, if available. The Public Entity has designated its DEO as its contact for proofreading and approving ballot content for printing. The DEO shall notify the Clerk in writing of any alternate available contacts in the event of her unavailability during any portion of the period specified in this paragraph.
9. May provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used.
10. May assign a representative to witness the canvass board's certification of the election. The canvass board will be made up by the representatives appointed by each major party.
11. Notify the clerk in the event that the Public Entity resolves not to participate in the Election prior to the submission of ballot certification. After ballot certification day, the Public Entity which withdraws from participating in the election shall be liable for accrued election costs. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth day prior to the election, October 13, 2017. C.R.S. §1-5-208(2).

B. Conduct of the election

1. Immediately notify the Clerk of any Election contest that is initiated by the Public Entity and keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. TABOR Notice

1. Be responsible for the portion of the TABOR Notice charges allocated to the Public Entity as provided in Section I, Paragraph D.2 above).
2. Collect and compile the TABOR Notice content in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules. Article X Section 20 (3)(b)(v), C.R.S. §1-7-901, *et seq.*
3. Provide all content for the TABOR Notice to the Clerk 42 days before the day of the election. C.R.S. §1-7-904

III. Election Costs

The minimum fee for election services is \$500.00.

1. Subject to the above minimum charge, the charges to the Public Entity for the election shall be based on the Public Entity's proportional share of Election costs based on County expenditures relative to the Election, determined in accordance with Section 1, Paragraph C. 3. and D. 2. above, and with the methodology for determining Adjusted Election Cost as demonstrated on Exhibit A.
2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its share of Election expenses.
3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Public Entity. In the event there are other public entities whose ballots are being counted during the Election in the timeframe using the backup procedures and site costs will be prorated as provided in Section 1, Paragraph C. 3. above.
4. Upon receipt of the invoice, pay to the Clerk within thirty days a fee which is determined in accordance with the formula in Exhibit A.
5. Public Entity will be responsible for any additional or unique election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

IV. Additional Provisions

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges and/or immunities to the parties or of which their officers or employees may possess, except as expressly stated in this Agreement.
2. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement, statutory requirements, or Secretary of State Rules may result in consequences up to and including termination of this Agreement.
3. Expected Timeline:

July 31, 2017	Address Library Given to Public Entity
August 29, 2017	IGA Signed & Returned
September 1, 2017	Address Library Returned
September 8, 2017	Ballot Content Due to Clerk
September 12-14, 2017	Ballot Proofing
September 29, 2017	Logic & Accuracy Test
September 26, 2017	TABOR Notice Content Due
September 29, 2017	Request Property Owners list (Primary)
October 6, 2017	TABOR Notice Mailed
October 10, 2016	Provide Property Owners list to Clerk (Primary)
	Request Property Owners list (Secondary)
October 19, 2016	Provide Property Owners list to clerk (Secondary)
October 16-20, 2017	Ballots Mailed
October 23, 2017	Begin Counting ballots
October 30, 2017	Voter Service & Polling Centers open
November 7, 2017	Election Day
November 20, 2017	Canvass (subject to change, but no later than Nov 24)

4. Allocation of Cost of the Election is at the Clerk's determination and shall be final. Refer to Exhibit A to view your Election Cost estimate.
5. The Clerk may enter into other substantially similar agreements with other Public Entities for the conduct of other elections simultaneously.
6. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.
7. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax/email was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To Clerk:

Drop Off: 200 S. Spruce St
Mail: PO Box 20000 Grand Junction, CO 81502
Fax: 970-255-5039
Email: Amanda.Polson@Mesacounty.us

To Public Entity:

Board of Education
c/o Terri N. Wells, DEO
2115 Grand Avenue
Grand Junction, CO 81501

With a copy to:

David A. Price, Esq.
200 Grand Avenue, Suite 400
Grand Junction, CO 81501

8. Term of IGA. The term of this IGA shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.
9. Amendments. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.
10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Public Entity hereunder without the consent of the other party to this Agreement.
11. The Parties hereto understand and agree that the Clerk and the Public Entity, and their respective officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Public Entity: To the extent the CGIA imposes varying obligations or contains different waivers for counties, school districts and other public entities, both the Clerk and the Public Entity agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.
12. The following Exhibit is incorporated herein by reference:

Exhibit A: Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

**MESA COUNTY, COLORADO
CLERK AND RECORDER**

Date: _____

Sheila Reiner

PUBLIC ENTITY:

MESA COUNTY VALLEY
SCHOOL DISTRICT NO. 51

Date: _____

By: _____
Ken Haptonstall, Superintendent

970-254-5193
Public Entity phone number