



**District**

**Mission:**

LCSD Challenges students to reach their fullest potential through personal, engaged and rigorous learning in the classroom and beyond.

**Board**

**Priorities:**

Ensure all students stay on or above grade level each year and graduate prepared to successfully implement a plan for college or career.

Every day, we are college or career ready.

Provide all students with engaging learning opportunities.

Rigor and engagement are everywhere.

Create a space that is safe, inclusive and welcoming for all.

Diversity and culture make us better.

Plan and execute the capital and human capital investments that will make our district better.

We plan for the future.

**Lake County School District Board of Education**

Aug. 11, 2020 5:00 pm Regular Meeting

Location: Lake County District Office, 328 West 5<sup>th</sup> Street-Room 11 & via Zoom

1. 5:00 Call to order
2. 5:01 Pledge of Allegiance
3. 5:02 Roll Call
4. 5:03 Public Participation  
Members of the public who wish to address the board on non-agenda items are welcome to do so at this time. Please sign up with board secretary. We ask you to please observe the following guidelines:
  - Confine your comments to matters that are germane to the business of the School District.
  - Recognize that students often attend or view our meetings. Speaker's remarks, therefore, should be suitable for an audience that includes kindergarten through twelfth grade students.
  - Understand that the board cannot discuss specific personnel matters or specific students in a public forum.
5. 5:15 Consent Agenda
  - a. June 9, 2020 Regular Meeting Minutes
  - b. June 24, 2020 Special Meeting Minutes
  - c. July 14, 2020 Special Meeting Minutes
  - d. Aug. 4, 2020 Special Meeting Minutes
  - e. Employee Status Report
  - f. Guaranteed Maximum Price (GMP) amendment/FCI
  - g. Resolution NO. 21-03 Increase in Grants Fund 22-SAFER Grant
6. 5:16 BEST Update
7. 5:45 Discussion Item
  - a. 5:45 Budget Update—COVID Funds
  - b. 6:15 Bright Start and LCSD Lease
  - c. 6:45 Preschool Update
  - d. 7:00 Administrative Policies
8. 7:30 Action Items
  - a. 7:30 Resolution 21-04 to Define “Actively Engaged in the Educational Process” and Student Attendance for the 2020-2021 School Year
  - b. 7:40 Bright Start and LCSD Lease
9. 7:50 Oversight Calendar
  - a. District Preparedness-Admin team
10. 8:30 Superintendent Update
11. 8:45 Agenda planning
12. Adjourn
13. Next Meeting or event:
  - a. Aug. 25, 2020 Special Meeting 5:00 pm @ District Office/Zoom
  - b. Sept. 8, 2020 Regular Meeting 5:00 pm @ District Office/Zoom

Estimated duration of meeting is 2.5 to 3 hours \*\*Updated 8/10/2020

**A few welcoming notes:**

The board's meeting time is dedicated to its strategic mission and top priorities. • The “consent agenda” has items which have either been discussed prior or are highly routine. By not discussing these issues, we are able to spend time on our most important priorities. • “Public participation” is an opportunity to present brief comments or pose questions to the board for consideration or follow-up. Time limits are 3 minutes for individual speakers if fewer than 20 individuals have signed up to speak; 2 minutes' limit and 5 minutes for groups of 20 signed up; and 1 minute for individual and 3 minutes for groups if more than 30 have signed up to speak. Please see Board Policy GP-14 (Governance Process) for the full policy). The boundaries are designed to help keep the strategic meeting focused and in no way limits conversations beyond the board meeting. • Your insights are needed and welcomed and the board encourages you to request a meeting with any board member, should you have something to discuss. • If you are interested in helping the district's achievement effort, please talk with any member of the leadership team or call the district office at 719-486-6800. Opportunities abound. Your participation is highly desired.

# SCHOOL BOARD MINUTES

## Regular Meeting

June 9, 2020

**Pledge of Allegiance** –Director Contreras led the pledge of allegiance.

**Roll Call of Members** - The regular meeting of the Board of Directors for Lake County School District R-1 was called to order on June 9, 2020 at 5:00 p.m. and was held at the District Office and via Zoom. Directors Contreras, Fiedler, Solomon and Weston and Superintendent Wyman was present. Student representative Michaela Main was absent and excused.

**Preview Agenda-** No changes were needed.

**Reading or Energize item-** Rod Weston provided a reading.

**Public Participation-** NA

**Approval of consent agenda items-** It was moved by Director Fiedler to approve consent agenda. Director Solomon seconded the motion;

	Contreras	Fiedler	Solomon	Weston
Aye	X	X	X	X
Nay				
Absent				

motion carried 4-0.

**Action Items-** It was moved by Director Fiedler to appoint Crystal Flores to the board.

Director Weston seconded the motion; There was a discussion of the struggles of doing the meetings over Zoom, technology issues and the hopes of having a more outlined procedure if we have to appoint another board member in the future. Director Weston then experienced technology issues and we waited on him to come in to the board room to complete the vote,

	Contreras	Fiedler	Solomon	Weston
Aye	X	X	X	X
Nay				
Absent				

motion carried 4-0.

Tara Espinosa, a notary, was in attendance and administered the Oath of Office and swore Crystal Flores in.

**Action Item-**It was moved by Director Fiedler to nominate Ellie Solomon as Vice President. Director Weston seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X		X
Nay					
Absent					
Abstain				X	

motion carried 4-0-0-1.

It was moved by Director Fiedler to nominate Rod Weston as the Secretary for the board.

Director Fiedler seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X	X	
Nay					
Absent					
Abstain					X

motion carried 4-0-0-1.

**BEST Update-** Colleen Kaneda gave an update on the BEST project. Director Weston stated for record that he was disappointed that we will not have classrooms variable size availability and that his input felt unheard. Director Fiedler stated that he had taken Director Weston's concerns to the DAG team and he felt that the DAG and executive team have followed the rules and guidelines from the BEST project. Director Solomon spoke of being glad we were able to add the 4<sup>th</sup> classroom. Director Contreras also spoke on that she was grateful that we had done the process and had included other stakeholders in the process.

**National Board Certification-** Karl Remsen spoke to the board on the National Board Certification and the 14 staff who are interested in the district and how that will look over the next two years. Karl and Heather Moutoux will led the process as they are already certified. He is asking that the board support the \$3,000 of our professional development budget to help with the training that they are planning to do.

**Oversight Calendar-**The Master Plan was discussed. Policies SSG-1 through SSG-9 were looked at and discussed. Revisions will be brought to the board at the next regular meeting.

There was no student representative present so no report was made.

**Discussion Items-**The board retreat in July was discussed and will be July 8<sup>th</sup>. Bethany and Eudelia spoke of a draft agenda. Wendy, Paul and Bunny have been working on all the Administrative Policies with CASB and are hopeful to bring them to you all at the next meeting. Eudelia led a discussion on the current events and the social justice going on around the country. There was a discussion about the SRO (School Recourse Officer)

and what makes a good one. Mike Vagher was present and spoke to the board about the SRO program and how it has evolved and the importance it plays in our schools.

**Superintendent Update-** Superintendent Wyman gave an update that included and update on the budget that was passed by The House of Representatives and that is was close to what her and Paul had anticipated and that they will continue to work on a budget.

**Board Reports-** Director Flores will attend the BOCES meeting as the new representative for now. Director Fiedler spoke on the progress at West Park. Director. Director Weston reported that there were no new meetings so he had no report.

**Agenda planning-**

Ellie Solomon will do the reading/energizer for the August meeting. The meeting on June 30<sup>th</sup> will be at 5:00 pm.

Meeting was debriefed and it was moved by Director Solomon to adjourn the meeting.

Director Flores seconded the motion; motion carried.

Meeting adjourned at 8:49 pm.

**ATTEST:**

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Rod Weston, Secretary

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Eudelia Contreras, President

# SCHOOL BOARD MINUTES

## Special Meeting

June 24, 2020

**Pledge of Allegiance** –Director Contreras led the pledge of allegiance.

**Roll Call of Members** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on June 24, 2020 at 4:06 p.m. and was held at the District Office. Directors Contreras (via Zoom), Fiedler (via Zoom), Flores, Solomon (via Zoom) and Weston (via Zoom) and Superintendent Wyman were present.

**Action Items-** It was moved by Director Solomon to approve the Master Agreement between Lake County School District and Lake County Education Association and the MOU for the 2020-2021 School year. Director Flores seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

It was moved by Director Solomon to adjourn the meeting. Director Flores seconded the motion; motion carried.

Meeting adjourned at 4:28 pm.

**ATTEST:**

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Rod Weston, Secretary

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Eudelia Contreras, President

# SCHOOL BOARD MINUTES

## Special Meeting

July 14, 2020

**Pledge of Allegiance** –Director Contreras led the pledge of allegiance.

**Roll Call of Members** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on July 14, 2020 at 2:35 p.m. and was held at the District Office. Directors Contreras (via Zoom), Fiedler (via Zoom), Flores, Solomon (via Zoom) and Superintendent Massey were present. Director Weston was absent and excused.

**Action Items-** It was moved by Director Fiedler to approve the guiding principles for COVID for the 2020-2021 school year. Director Solomon seconded the motion; there was discussion about wording in paragraph one and three. Slight changes were made and will be reflected in the final copy that will go out to staff and the community.

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X	X	
Nay					
Absent					X

motion carried 4-0.



*July 14, 2020*

*Page 2*

It was moved by Director Solomon to adjourn the meeting. Director Fiedler seconded the motion; motion carried.

Meeting adjourned at 2:50 pm.

**ATTEST:**

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Rod Weston, Secretary

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Eudelia Contreras, President

## **SCHOOL BOARD MINUTES**

### **Special Meeting**

**Aug. 4, 2020**

**Pledge of Allegiance** –Director Contreras led the pledge of allegiance.

**Roll Call of Members** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Aug. 4, 2020 at 5:33 p.m. and was held at the District Office. Directors Contreras, Fiedler (via Zoom), Flores, Solomon, Weston and Superintendent Massey were present.

**Discussion Item-** Superintendent Massey went over the work that the district has been working on in regards to the start of school and presented updated plans from the buildings.

**Public Participation-** Members of the public spoke to the board which included: Roxie Aldaz, Karla Alder, Becca Katz, Karla Alder, Becca Katz Danny O’Brien, Amy King, Cody Jump, Kate Bartlett, Luke Finken, Anahise Shoukas, Kristen Sparkman, Becca Voit and Sara Mudge all in regards to the start of year plans.

**Action Items-** It was moved by Director Solomon to approve the return to school plan presented by Dr. Massey and to delay the start of school for two weeks. Director Weston seconded the motion; there was a discussion and after more information, Director

Solomon withdrew her second and she proposed to make new motions that would make separate motions.

It was moved by Director Solomon to approve the return to delay the start of school for two weeks. Director Weston seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

It was moved by Director Solomon to approve the two pathways of learning presented by Superintendent Massey (Two path ways are an Online option and a Color Band Pathway). Director Weston seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X	X	X
Nay					
Absent					

motion carried 5-0.

It was moved by Director Weston to approve starting the Color Pathway in “Yellow” for K-12 for the first 4 weeks and adjust based on thresholds. Director Flores seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X		X
Nay					

Absent	
Abstain	X

motion carried 4-0-0-1.

After the vote was called, Director Flores moved to reconsider her vote. Director Solomon second all members voted yes and the discussion continued.

The motion was again brought forward; Director Weston moved to approve starting the Color Pathway in “Yellow” for K-12 for the first 4 weeks and adjust based on thresholds.

Director Flores seconded the motion;

	Contreras	Fiedler	Flores	Solomon	Weston
Aye	X	X	X		X
Nay					
Absent					
Abstain				X	

motion carried 4-0-0-1.

It was moved by Director Solomon to adjourn the meeting. Director Flores seconded the motion; motion carried.

Meeting adjourned at 8:31 pm.

**ATTEST:**

\_\_\_\_\_  
Rod Weston, Secretary

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Eudelia Contreras, President

Lake County School District R-1  
Employee Status Report  
August 11, 2020

8/7/2020

**Certified Staff**

**Recommended for Hire**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Degree</u></b>	<b><u>License- Endorsement</u></b>	<b><u>Experience</u></b>
Barrett, Aaron	4th Grade Teacher	MA - Sports Coaching	Applied - Alternative	0 Years
Tracy, Kristen	2nd Grade Teacher	MA - Curriculum & Instruction	CO - Elementary Educator	3 Years

**Transfers**

<b><u>Name</u></b>	<b><u>Current Assignment</u></b>	<b><u>Transfer Assignment</u></b>	<b><u>Location</u></b>	<b><u>Effective</u></b>
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**General Leave of Absence**

Duncan, Allison	2nd Grae Teacher		WPE	09/01/020
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Eudelia Contreras, President

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Rod Weston Secretary

Lake County School District R-1  
Employee Status Report  
August 11, 2020

8/7/2020

**Support Staff/Classified**

**Recommended for Hire**

Brassington, Robert	Special Education Paraprofessional	LCIS
Evans, Heather	School Social Worker	WPE
Luna, Kate	Bilingual Special Education Paraprofessional	LCIS
Martin, William	3-6 Instructional Paraprofessional	LCIS
Parocha, Megan	7-12 School Social Worker	LCHS
Radilla, Stephanie	Attendance Specialist	LCHS

**Transfers**

<b><u>Name</u></b>	<b><u>Current Assignment</u></b>	<b><u>Transfer Assignment</u></b>
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**Resignations/Terminations**

**Effective**

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Eudelia Contreras, President

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— Rod Weston, Secretary

Lake County School District R-1  
Employee Status Report  
August 11, 2020

8/7/2020

**Certified/Staff**

School Psychologist

2020-2021 Year

**Classified/Support Staff**

Substitute Teachers  
Pre-K Substitute Teachers

District  
The Center

**Coaches/Athletics**

MS Head Volleyball  
MS Asst. Volleyball  
MS Head Boys Soccer  
MS Asst. Boys Basketball  
MS Head Girls Basketball  
MS Asst. Track & Field



August 5, 2020



## CONTRACT COVER LETTER

Attention: Paul Anderson, CFO  
**Lake County School District**  
328 West 5<sup>th</sup> St.  
Leadville, CO 80461

Project: West Park Elementary School Replacement Project  
Contractor: FCI Constructors, Inc.  
Address: 3070 I-70 Business Loop, Building A, Grand Junction CO 81504  
Contract Form/Type: Legal Reviewed, Modified AIA A132-2009 & AIA A201-2007  
Signature Needed: Paul Anderson, CFO (already signed)

Scope Summary: Construction Manager/General Contractor for West Park Elementary

Cost for Services: Total Guaranteed Maximum Price (GMP) amendment = \$26,252,032

GMP includes original Preconstruction Fees and previous GMP amendments to allow for early release of subcontractors per design package phasing.

Proposed Schedule: Construction: May 4, 2020 – July 28, 2021

Sincerely,  
Dynamic Program Management

Colleen Kaneda  
Principal, Senior Project Manager



**THIRD GMP AMENDMENT TO  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS THIRD GMP AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (this "**THIRD GMP Amendment**") is made and entered into this 13 day of JULY, 2020 (the "**Third GMP Amendment Date**") by and between **Lake County School District R-1**, ("**Owner**") and **FCI CONSTRUCTORS, INC.**, ("**Contractor**").

**RECITALS:**

WHEREAS, Owner and Contractor entered into that certain Standard Form of Agreement Between Owner and Contractor (AIA Document A133 – 2009) dated November 9t, 2019 (the "**Contract**"), to memorialize the terms and conditions pursuant to which Contractor shall perform the Work, which is a portion of the Project to be constructed at West Park Elementary School.

WHEREAS, Owner and Contractor desire to amend the Contract and ratify the Contract on the terms and conditions set forth below.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contract and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor agree to amend the Contract as follows:

1. **GMP AMENDMENT FOR THE FOLLOWING SCOPE OF WORK AS DESCRIBED IN THE REFERENCED ATTACHMENTS:**

**GMP amendment #3 to include the following scope of work for West Park Elementary School –**

- Costs for a complete guaranteed maximum price as described in the attached GMP Estimate dated July 7, 2020.
- Pricing included in this Amendment is based on 100% contract drawings and specifications as issued by Hord Coplan Macht, dated May 21, 2020.

The following documents are included as attachments to this Amendment 3:

1. West Park Elementary GMP Amendment #3 estimate, dated July 7, 2020

**Current GMP Total:     \$15,708,913**  
**Amendment #3 total:    \$10,543,119**  
**NEW GMP Total:         \$26,252,032**

2. **General Provisions.** The following provisions shall apply with respect to this Third Amendment:

(a) Except as modified herein, the Contract is in full force and effect and is hereby ratified by Contractor and Owner.

(b) Capitalized terms not defined herein shall have the same meaning as set forth in the Contract.

(c) In the event of any conflict between the Contract and this Third GMP Amendment, the terms and conditions of this Third GMP Amendment shall control.

(d) This Third GMP Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered thereafter.

*[remainder of this page intentionally left blank]*

NOW, THEREFORE, the parties hereto have executed this Third GMP Amendment as of the Third GMP Amendment Date.

**Owner:**

**Lake County School District R-1**

By: Paul Anderson

Name: Paul Anderson

Title: CFO

**Contractor:**

**FCI CONSTRUCTORS, INC.,**

By: Ed Forsman

Name: Ed Forsman

Title: President



*Construction Manager/General Contractor*

**PROJECT:**  
**WEST PARK ELEMENTARY SCHOOL**  
**LEADVILLE, CO**

**PREPARED FOR:**  
**LAKE COUNTY SCHOOL DISTRICT**  
**LEADVILLE, CO**

**GMP ESTIMATE**  
**July 7, 2020**

# FCI Constructors, Inc.

Date: July 7, 2020

Project: WEST PARK ELEMENTARY SCHOOL  
LEADVILLE, CO  
GMP ESTIMATE

DESCRIPTION	BLDG		SITE		TOTAL	COST/SF	NOTES
	COST	COST/SF	COST	COST/SF			
010000 GENERAL CONDITIONS	\$ 1,930,019	\$ 33.02	\$ -	\$ -	\$ 1,930,019	\$ 33.02	
020000 EXISTING CONDITIONS	\$ -	\$ -	\$ 702,811	\$ 12.02	\$ 702,811	\$ 12.02	
030000 CONCRETE	\$ 2,455,492	\$ 42.01	\$ -	\$ -	\$ 2,455,492	\$ 42.01	
040000 MASONRY	\$ 768,915	\$ 13.15	\$ -	\$ -	\$ 768,915	\$ 13.15	
050000 METALS	\$ 1,470,784	\$ 25.16	\$ -	\$ -	\$ 1,470,784	\$ 25.16	
060000 WOOD & PLASTICS	\$ 890,859	\$ 15.24	\$ -	\$ -	\$ 890,859	\$ 15.24	
070000 THERMAL & MOISTURE PROTECTION	\$ 1,513,858	\$ 25.90	\$ -	\$ -	\$ 1,513,858	\$ 25.90	
080000 DOORS & WINDOWS	\$ 717,833	\$ 12.28	\$ -	\$ -	\$ 717,833	\$ 12.28	
090000 FINISHES	\$ 2,680,675	\$ 45.86	\$ -	\$ -	\$ 2,680,675	\$ 45.86	
100000 SPECIALTIES	\$ 259,980	\$ 4.45	\$ -	\$ -	\$ 259,980	\$ 4.45	
110000 EQUIPMENT	\$ 398,724	\$ 6.82	\$ -	\$ -	\$ 398,724	\$ 6.82	
120000 FURNISHINGS	\$ 146,474	\$ 2.51	\$ -	\$ -	\$ 146,474	\$ 2.51	
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
140000 CONVEYING SYSTEMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
210000 FIRE PROTECTION	\$ 215,212	\$ 3.68	\$ -	\$ -	\$ 215,212	\$ 3.68	
220000 PLUMBING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
230000 HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
260000 ELECTRICAL	\$ 4,020,200	\$ 68.78	\$ -	\$ -	\$ 4,020,200	\$ 68.78	
270000 LOW VOLTAGE SPECIAL SYSTEMS	\$ 2,394,663	\$ 40.97	\$ -	\$ -	\$ 2,394,663	\$ 40.97	
310000 EARTHWORK	\$ 851,711	\$ 14.57	\$ -	\$ -	\$ 851,711	\$ 14.57	
310000 EARTHWORK-BLDG	\$ -	\$ -	\$ 1,511,280	\$ 25.86	\$ 1,511,280	\$ 25.86	
320000 EXTERIOR IMPROVEMENTS	\$ 96,944	\$ 1.66	\$ -	\$ 1.66	\$ 96,944	\$ 1.66	
330000 UTILITIES	\$ -	\$ -	\$ 1,290,127	\$ 22.07	\$ 1,290,127	\$ 22.07	
	\$ -	\$ -	\$ 70,000	\$ 1.20	\$ 70,000	\$ 1.20	
<b>SUBTOTAL - DIRECT COST</b>	<b>\$ 20,812,343</b>	<b>\$ 356</b>	<b>\$ 3,574,218</b>	<b>\$ 63</b>	<b>\$ 24,386,561</b>	<b>\$ 417</b>	
BID ESTIMATING CONTINGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.50%
CONSTRUCTION CONTINGENCY	\$ 400,000	\$ 6.84	\$ 100,000	\$ 1.71	\$ 500,000	\$ 8.55	3.00%
BUILDERS RISK INSURANCE	\$ 15,770	\$ 0.27	\$ 2,746	\$ 0.05	\$ 18,515	\$ 0.32	
GENERAL LIABILITY INSURANCE	\$ 190,400	\$ 3.26	\$ 33,150	\$ 0.57	\$ 223,550	\$ 3.82	
BUILDING PERMIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	BY OWNER
FCI PAYMENT/PERFORMANCE BONDS	\$ 100,397	\$ 1.72	\$ 19,123	\$ 0.33	\$ 119,520	\$ 1.98	
FCI CONSTRUCTION PHASE FEE	\$ 753,162	\$ 12.89	\$ 130,523	\$ 2.23	\$ 883,685	\$ 15.12	3.50%
PRECONSTRUCTION FEE	\$ 100,000	\$ 1.71	\$ 24,000	\$ 0.41	\$ 124,000	\$ 2.12	
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$ 22,372,071</b>	<b>\$ 383</b>	<b>\$ 3,883,761</b>	<b>\$ 68</b>	<b>\$ 26,252,032</b>	<b>\$ 449</b>	

4/21/20 DD ESTIMATE TOTAL \$ 26,324,131

# FCI Constructors, Inc.

Date:

July 7, 2020

Project:

WEST PARK ELEMENTARY SCHOOL

LEADVILLE, CO

GMP ESTIMATE

Item	Description		APPROVED	
1	TERRAZZO FLOORING ILO POLISHED CONCRETE	\$ 237,701		
2	PROVIDE FLUID APPLIED GYM ILO WOOD	\$ (42,072)		
3	PROVIDE SOLID SURFACE COUNTERTOPS ILO PLAM	\$ 18,498		
4A	SYNTHETIC TURF W/O SHOCK PAD	\$ 155,598		
4B	SYNTHETIC TURF W/ SHOCK PAD	\$ 217,027		
5	ADD CORRIDOR WAINSCOT TILE	\$ 54,391		
6	PROVIDE 115 MIL ROOF ILO OF 90MIL	\$ 6,518		
7	EXTERIOR SNOWMELT	\$ 487,882		
8	AUTOMOBILE RF SYSTEM	\$ 17,827		
9	NORTH ENTRY DRIVE LOCATION			NOT PRICED
10	UTILITY TRECNH BACKFILL			NOT PRICED
11	PROVIDE STAINLESS EXTERIOR HANDRAILS ILO PAINTED	\$ 30,421		
12	CLIMBING WALL	\$ 15,499		
13	BLEACHER SEATING			INCLUDED IN BASE
14	SITE FURNISHINGS @ OUTDOOR CLASSROOM	\$ 74,368		
15	ART CANOPY	\$ 42,100		
16	AERCO BMK4000 BOILERS ILO LOCHINVAR			NOT PRICED LOCHINVAR SELECTED
17	DIRECTIONAL BORE SANITARY SEWER			NOT PRICED
18	CAR CHARGING STATIONS	\$ 43,025		
19	DELETE 3 FORM FOLDED MOBILE	\$ (51,430.00)		
20	FIRE ALARM REDUCED TO CO REQUIREMENTS	\$ (17,293)		
21	PROVIDE LIGHTNING PROTECTION	\$ 62,568		
22	PROVIDE 414KW @ 10,105' ILO OF 500KW	\$ (69,000)		
23	PROVIDE MONUMNET SIGN	\$ 59,822		

## Alternate Log - 7/30/20

FCI Constructors, Inc.  
 WEST PARK ELEMENTARY SCHOOL  
 LEADVILLE, CO  
 GMP ESTIMATE

Item	Description	Cost	Date Required	Approved	Rejected	Notes
1	TERRAZZO FLOORING ILO POLISHED CONCRETE	\$ 237,701.00	8/10/2020			
3	PROVIDE SOLID SURFACE COUNTERTOPS ILO PLAM	\$ 18,498.00	12/1/2020			
4A	SYNTHETIC TURF W/O SHOCK PAD	\$ 155,598.00	5/1/2021			
4B	SYNTHETIC TURF W/ SHOCK PAD	\$ 217,027.00	5/1/2021			
5	ADD CORRIDOR WAINSCOT TILE	\$ 54,391.00	10/1/2020			
7	EXTERIOR SNOWMELT	\$ 487,882.00	1/1/2021			
8	AUTOMOBILE RF SYSTEM	\$ 17,827.00	9/1/2020			
11	PROVIDE STAINLESS EXTERIOR HANDRAILS ILO PAINTED	\$ 30,421.00	10/1/2020			
12	CLIMBING WALL	\$ 15,499.00	2/1/2021			
14	SITE FURNISHINGS @ OUTDOOR CLASSROOM	\$ 74,368.00	1/1/2021			
18	CAR CHARGING STATIONS	\$ 43,025.00	9/1/2020			
19	DELETE 3 FORM FOLDED MOBILE	\$ (51,430.00)	1/1/2021			
20	FIRE ALARM REDUCED TO CO REQUIREMENTS	\$ (17,293.00)				
21	PROVIDE LIGHTNING PROTECTION	\$ 62,568.00	9/1/2020			
23	PROVIDE MONUMENT SIGN	\$ 59,822.00	3/1/2021			
24	MUSIC STORAGE	\$ 21,756.00	2/1/2021			
25	ADDITIONAL PLAYGROUND EQUIPMENT	\$ 32,634.00	2/2/2021			
26	GYM FLOOR PAINT UPGRADES	\$ 4,894.00	2/1/2021			
27	EXPANSION FOR GRADES 3-6, INCLUDING CONNECTION	\$ 10,831,401.00				
28	PK 2 CLASSROOM EXPANSION - APPROX 3,005F	\$ 1,720,026.00				
29	25 YEAR ROOF WARRANTY WITH 115MIL	TBD				
30	30 YEAR ROOF WARRANTY WITH 145MIL	TBD				

FCI Cost Worksheet

Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

July 7, 2020  
GMP ESTIMATE

SF 58,451

BASE BID

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL		TOTAL
024000	DEMOLITION						
024113	SELECTIVE SITE DEMOLITION						
	REMOVE EXISTING ASPHALT PAVEMENT	SF	45,665.00	\$ -	SF	INCLUDED	
	REMOVE CONCRETE CURB & GUTTER	LF	592.00	\$ -	LF	INCLUDED	
	SIDEWALK DEMO	SF	12,551.00	\$ -	SF	INCLUDED	
	REMOVE EXISTING FENCE	LF	783.00	\$ -	LF	INCLUDED	
	PRE ABATMENT DEMO	LS	1.00	\$ 15,000.00	LS	\$	15,000
	REMOVE EXISTING TREES	EA	6.00	\$ 400.00	EA	\$	2,400
	SALVAGE ANIMAL FIGURES	LS	1.00	\$ 2,650.00	LS	\$	2,500
	BRICK SALVAGE	HRS	40.00	\$ 230.00	HRS	\$	9,200
	MISC SITE REMOVALS	LS	1.00	\$ 6,500.00	LS	\$	6,500
	<b>SUBTOTAL- SELECTIVE SITE DEMOLITION</b>					\$	<b>35,600</b>
024116	STRUCTURE DEMOLITION						
	EXISTING BUILDING	SF	40,033.00	\$ -	SF	\$	370,305
	<b>SUBTOTAL- STRUCTURE DEMOLITION</b>					\$	<b>370,305</b>
024116	WINTER CONDITIONS						
	WINTER CONCRETE- HW/ ACCELERATORS	CONCRETE FLATWORK	CY	1,113.71	\$ 24.50	CY	\$ 27,286
	WINTER PROTECTION CONCRETE BLANKETS		LS	1.00	\$ 8,400.00	LS	\$ 8,400
	WEATHER PROTECTION- BLANKETS	LABOR	LS	1.00	\$ 10,620.00	LS	\$ 10,620
	TEMP HEAT		MO	4.00	\$ 8,900.00	/MO	\$ 35,600
	MASONRY WINTER PROTECTION		MO	4.00	\$ 12,600.00	/MO	\$ 50,400
	MASONRY TEMP HEAT		MO	4.00	\$ 8,900.00	/MO	\$ 35,600
	INTERIOR WINTER PROTECTION		MO	6.00	\$ 12,600.00	/MO	\$ 75,600
	INTERIOR TEMP HEAT		MO	6.00	\$ 8,900.00	/MO	\$ 53,400
	<b>SUBTOTAL- WINTER CONDITIONS</b>					\$	<b>296,906</b>
024000	DEMOLITION					\$	<b>702,811</b>



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	DESCRIPTION	COMMENTS/SUBCONTRACTORS	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
030000	<b>CONCRETE</b>					
	<b>COLUMN FOOTINGS</b>					
	FORM/STRIP COLUMN FOOTINGS	RMS	SF	3,645.00	\$ -	SF \$ 1,760,712
	SET COLUMN ANCHOR BOLTS		SETS	58.00	\$ -	SETS INCLUDED
	GROUT COLUMN BASE PLATES		EA	58.00	\$ -	EA INCLUDED
	REBAR TO COLUMN FOOTINGS		TN	7.14	\$ -	TN INCLUDED
	CONCRETE TO COLUMN FOOTINGS		CY	178.50	\$ -	CY INCLUDED
	<b>SUBTOTAL- COLUMN FOOTINGS</b>					\$ 1,760,712
	<b>PILASTERS</b>	<b>COLUMN PILASTERS</b>				
	FORM/STRIP PILASTERS		SF	3,942.00	\$ -	SF INCLUDED
	SET COLUMN ANCHOR BOLTS		SETS	67.00	\$ -	SETS INCLUDED
	GROUT COLUMN BASE PLATES		EA	67.00	\$ -	EA INCLUDED
	REBAR TO PILASTERS		TN	12.31	\$ -	TN INCLUDED
	CONCRETE TO PILASTERS		CY	70.35	\$ -	CY INCLUDED
	<b>SUBTOTAL- COLUMN PILASTERS</b>					\$ -
	<b>WALL FOOTINGS</b>					
	FORM/STRIP WALL FOOTINGS		SF	3,279.00	\$ -	SF INCLUDED
	SHEAR KEY TO WALL FOOTINGS		LF	1,464.00	\$ -	LF INCLUDED
	REBAR TO WALL FOOTINGS		TN	6.26	\$ -	TN INCLUDED
	CONCRETE TO WALL FOOTINGS		CY	156.45	\$ -	CY INCLUDED
	<b>SUBTOTAL- WALL FOOTINGS</b>					\$ -
	<b>STEM WALLS</b>					
	FORM/STRIP STEM WALLS		SF	6,577.00	\$ -	SF INCLUDED
	FORM/STRIP BRICK SHELF		LF	754.00	\$ -	LF INCLUDED
	REBAR TO STEM WALLS		TN	9.98	\$ -	TN INCLUDED
	POINT & PATCH STEM WALLS		SF	3,288.50	\$ -	SF INCLUDED
	CONCRETE TO STEM WALLS		CY	159.60	\$ -	CY INCLUDED
	<b>SUBTOTAL- STEM WALLS</b>					\$ -
	<b>TALL WALLS</b>	<b>6'H AND ABOVE</b>				
	FORM/STRIP WALLS		SF	16,214.00	\$ -	SF INCLUDED
	FORM/STRIP SLAB SHELF		LF	685.00	\$ -	LF INCLUDED
	SET EMBED ANGLES		LF	310.00	\$ -	LF INCLUDED
	SHEAR KEYWAY-WALLS		LF	685.00	\$ -	LF INCLUDED
	WATERSTOP-PVC BELL TYPE		LF	685.00	\$ -	LF INCLUDED
	REBAR TO WALLS- 200#/CY		TN	42.63	\$ -	TN INCLUDED
	POINT & PATCH WALLS		SF	8,107.00	\$ -	SF INCLUDED
	CONCRETE TO WALLS		CY	426.30	\$ -	CY INCLUDED
	<b>SUBTOTAL- STEM WALLS</b>					\$ -
	<b>SLABS ON GRADE-5" THICK</b>					
	CONCRETE TO SLAB ON GRADE		CY	918.29	\$ -	CY INCLUDED
	CONCRETE TO TURNDOWN		CY	43.70	\$ -	CY INCLUDED
	ADD FOR FIBERMESH		CY	961.99	\$ -	CY INCLUDED
	ADD FOR TOPICALLY APPLIED MOISTURE BARRIER	N/A-EXCLUDED	LS	-	\$ -	LS \$ -
	FINE GRADE SUBGRADE		SF	56,222.00	\$ -	SF INCLUDED
	EDGE FORMS- 8"		LF	150.00	\$ -	LF INCLUDED
	REBAR TO SLAB ON GRADE- #4'S AT 16" OC		TN	-	\$ -	TN \$ -
	WIRE MESH REINF- 6X6/W2.1	N/A	SF	56,222.00	\$ -	SF INCLUDED
	CONSTRUCTION JOINTS		LF	500.00	\$ -	LF INCLUDED
	CONTROL JOINTS- SAWN/CAULKED		LF	8,433.30	\$ -	LF INCLUDED
	TROWEL FINISH SLAB ON GRADE		SF	56,222.00	\$ -	SF INCLUDED
	CURE & PROTECT SLAB ON GRADE		SF	56,222.00	\$ -	SF INCLUDED
	FORM COLUMN POCKETS		EA	119.00	\$ -	EA INCLUDED
	GROUT COLUMN POCKETS		EA	119.00	\$ -	EA INCLUDED
	<b>SUBTOTAL- SLABS ON GRADE</b>					\$ -

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SF 58,451

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<b>030000</b>	<b>CONCRETE</b>						
	<b>SLABS ON METAL DECKING</b>						
	CONCRETE TO SLABS ON DECK	NORMAL WT CONCRETE	CY	151.72	\$	-	CY INCLUDED
	ADD FOR FIBERMESH		CY	151.72	\$	-	CY INCLUDED
	EDGE FORMS- 6"		LF	543.00	\$	-	LF INCLUDED
	WIRE MESH REINF.- 6X6/W2.9		SF	9,831.60	\$	-	SF INCLUDED
	REBAR TO SLABS ON DECK		TN		\$	-	TN \$
	TROWEL FINISH SLABS ON DECK		SF	8,193.00	\$	-	SF INCLUDED
	CURE & PROTECT SLABS ON DECK		SF	8,193.00	\$	-	SF INCLUDED
	<b>SUBTOTAL- SLABS ON METAL DECKING</b>						<b>\$ -</b>
	<b>MEP EQUIPMENT PADS/MISC CONCRETE</b>						
	MEP EQUIPMENT PADS		SF	2,000.00	\$	11.50	SF \$ 23,000
	SET / GROUT PIPE BOLLARDS		EA	6.00	\$	-	EA INCLUDED
	CONCRETE PUMP		DYS	30.00	\$	-	DYS INCLUDED
	<b>SUBTOTAL- CONCRETE PUMPING/HOISTING</b>						<b>\$ 23,000</b>
<b>034420</b>	<b>STRUCTURAL PRECAST CONCRETE</b>						
	STRUCTURAL PRECAST WALL PANELS- 14" THICK- W/6" - 3 COLORS OF THIN BRICK	STRESSCON	SF	10,184.00	\$	-	SF \$ 623,120
	CHANGE ORDER # 1		SF	3,258.00	\$	-	SF \$ 2,280
	ADD FOR FORM LINER		LS	1.00	\$	-	LS \$ 46,410
	<b>SUBTOTAL- STRUCTURAL PRECAST CONCRETE</b>						<b>\$ 671,780</b>
<b>030000</b>	<b>CONCRETE</b>						<b>\$ 2,455,492</b>

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	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
040000	MASONRY				
042113	BRICK MASONRY				
	<i>EXTERIOR BRICK WALL VENEER - UTILITY 4X4X12****</i>	<i>EXTERIOR BUILDING WALLS - RUNNING BOND</i>	SF	26,447.00	
	EXTERIOR 4" BRICK WALL VENEER		PC	79,341.00 \$	- PC \$ 768,915
	SET STEEL LINTELS	GALV STEEL	EA	250.00 \$	- EA INCLUDED
	BASE/THRU-WALL FLASHING		LF	1,901.00 \$	- LF INCLUDED
	BRICK MORTAR-COLORED		CY	22.63 \$	- CY INCLUDED
	SCAFFOLD EXTERIOR WALLS		SF	26,447.00 \$	- SF INCLUDED
	TOOL JOINTS		SF	26,447.00 \$	- SF INCLUDED
	WASHDOWN BRICK		SF	26,447.00 \$	- SF INCLUDED
	BRICK ANCHORS- 1/ 4 SF OF WALL AREA	GALVANIZED	EA	6,611.75 \$	- EA INCLUDED
	MASONRY CONTROL ITS		LF	3,000.00 \$	- LF INCLUDED
	MASON SAW		MO	4.00 \$	- /MO INCLUDED
	FORKLIFT		MO	4.00 \$	- /MO INCLUDED
	<b>SUBTOTAL- BRICK MASONRY</b>				<b>\$ 768,915</b>
	<i>INTERIOR BRICK WALL VENEER - MODULAR****</i>	<i>FIRPLACE</i>	SF	296.00	
	EXTERIOR 4" BRICK WALL VENEER		PC	2,072.00 \$	- PC INCLUDED
	BASE/THRU-WALL FLASHING		LF	500.00 \$	- LF INCLUDED
	BRICK MORTAR-COLORED		CY	0.59 \$	- CY INCLUDED
	SCAFFOLD EXTERIOR WALLS		SF	\$	- SF \$
	TOOL JOINTS		SF	296.00 \$	- SF INCLUDED
	WASHDOWN BRICK		SF	296.00 \$	- SF INCLUDED
	BRICK ANCHORS- 1/ 4 SF OF WALL AREA	GALVANIZED	EA	74.00 \$	- EA INCLUDED
	<b>SUBTOTAL- BRICK MASONRY</b>				<b>\$ -</b>
044000	CAST ARCHITECTURAL STONE				
	<i>EXTERIOR STONE WALL VENEER****</i>				
	SMOOTH STONE WINDOW SILLS		LF	556.00 \$	37.00 LF INCLUDED
	<b>SUBTOTAL-CAST ARCHITECTURAL STONE</b>				<b>\$ -</b>
040000	<b>MASONRY - TOTALS</b>				<b>\$ 768,915</b>

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
<b>050000</b>	<b>METALS</b>				
<b>051200</b>	<b>STRUCTURAL STEEL</b>				
					<i>HME</i>
	COLUMNS	TNS	30.28	TNS \$	786,862
	100% STRUCTURAL REVISIONS	TNS	30.28	TNS \$	177,073
	WF ROOF FRAMING	TNS	95.00 \$	- TNS	INCLUDED
	TUBE STEEL BRACE FRAMING - 1500#/LOCATION	TNS	15.00 \$	- TNS	INCLUDED
	PERIMETER DECK STEEL	TNS	17.83 \$	- TNS	INCLUDED
	PERIMETER BENT PLATE POUR STOP	TNS	2.36 \$	- TNS	INCLUDED
	EMBEDED SOD ANGLE	TNS	0.76 \$	- TNS	INCLUDED
	MECH MEZZ FRAMES	TNS	6.00 \$	- TNS	INCLUDED
	SKYLIGHT FRAMES	TNS	2.75 \$	- TNS	INCLUDED
	MASONRY LINTELS	LS	1.00 \$	- LS	INCLUDED
	SHEAR STUDS	EA	2,057.25 \$	- EA	INCLUDED
	TOUCH UP PRIMER PAINT	LS	1.00 \$	2,200.00 LS \$	2,200
	TEMPORARY CRANE PADS	LS	1.00 \$	2,500.00 LS \$	2,500
	STRUCTURAL STEEL/JOIST ERECTION	DY	50.00 \$	- DY \$	478,769
					<i>IRON INDUSTRIES</i>
	<b>SUBTOTAL- STRUCTURAL STEEL</b>	<b>TNS</b>	<b>200.26</b>	<b>\$</b>	<b>1,447,404</b>
<b>052100</b>	<b>STEEL JOISTS</b>				
					<i>HME</i>
	OPEN WEB STEEL JOIST FRAMING	TNS	52.02 \$	- TNS	INCLUDED
	JOIST GIRDERS- ROOF FRAMING	TNS	32.33 \$	- TNS	INCLUDED
					<i>GYM</i>
	<b>SUBTOTAL- STEEL JOISTS</b>	<b>TNS</b>	<b>84.35</b>	<b>\$</b>	<b>-</b>
<b>053000</b>	<b>METAL DECKING</b>				
					<i>HME</i>
	FLOOR DECK 3" 18 GA - G60 COATING	SF	9,874.80 \$	- SF	INCLUDED
	ROOF DECK - 1 1/2" 20 GA- GALVANIZED	SF	54,164.40 \$	- SF	INCLUDED
	ROOF DECK - 1 1/2" 20 GA- GALVANIZED- ACOUSTIC	SF	17,263.20 \$	2.50 SF	INCLUDED
	<b>SUBTOTAL- METAL DECKING</b>			<b>\$</b>	<b>-</b>
<b>055000</b>	<b>MISCELLANEOUS METALS</b>				
					<i>HME</i>
	STAGE CURTAIN SUPPORT	LF	45.00 \$	- LF	INCLUDED
	SUPPORT STEEL - FOLDING WALL ASSEMBLY	LF	42.00 \$	- LF	INCLUDED
	SUPPORT STEEL - OVERHEAD DOOR	EA	3.00 \$	- EA	INCLUDED
	PAINTED STEEL HANDRAIL	LF	255.00 \$	- LF	INCLUDED
	PAINTED STEEL HANDRAIL	LF	12.00 \$	- LF	INCLUDED
	GUARDRAIL - 50% PICKETS	LF	34.00 \$	- LF	INCLUDED
	PAINTED STEEL HANDRAIL	LF	456.00 \$	- LF	INCLUDED
	MEZZ ACCESS SHIPS LADDERS	EA	1.00 \$	- EA	INCLUDED
	ROOF CROSS OVER LADDERS	EA	3.00 \$	- EA	INCLUDED
	ROOF ACCESS LADDER	EA	2.00 \$	- EA	INCLUDED
	PIPE BOLLARDS- 6" DIA-GALVANIZED	EA	6.00 \$	- EA	INCLUDED
	WIND POSTS	EA	18.00 \$	- EA	INCLUDED
	MISC METALS BUDGET	SF	58,451.00 \$	0.40 SF \$	23,380
					<i>ALLOW 35#/LF</i>
					<i>WALL MOUNTED</i>
					<i>FLOOR MOUNTED</i>
					<i>FLOOR MOUNTED</i>
					<i>EXTERIOR</i>
	<b>SUBTOTAL- MISCELLANEOUS METALS</b>			<b>\$</b>	<b>23,380</b>
<b>050000</b>	<b>METALS - TOTALS</b>			<b>\$</b>	<b>1,470,784</b>

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL
060000	<b>WOOD PLASTICS &amp; COMPOSITES</b>					
061000	<b>ROUGH CARPENTRY</b>					
	EXTER PLYWOOD SHEATHING 1/2" THK- BACK SIDE OF PARAPET WALLS	SF	10,662.00	\$ 2.30	SF \$	24,523
	EXTERIOR PLYWOOD - COPING NAILERS- 16" W-EXTER GRADE	SF	3,198.60	\$ 2.81	SF \$	8,976
	ROOF BLOCKING-1" X 4" TREATED NAILERS <i>COPING SHIMS</i>	LF	1,777.00	\$ 3.15	LF \$	5,598
	ROOF BLOCKING-2" X 12" TREATED NAILERS @ FASCIA	LF	2,665.50	\$ 6.55	LF \$	17,459
	ROOF BLOCKING-2" X 4" TREATED NAILERS@ FASCIA FRAMING	LF	2,665.50	\$ 3.45	LF \$	9,196
	ROOF BLOCKING-2" X 4" TREATED NAILERS@ MISC ROOF BLOCKING	LF	4,000.00	\$ 6.25	LF \$	25,000
	EXTERIOR BLOCKING @ STOREFRONT/WINDOWS	LF	1,976.00	\$ 5.25	LF \$	10,374
	INTERIOR WALL STRAPPING/BLOCKING- @ MILLWORK/CASEWORK	LF	4,500.00	\$ 5.25	LF \$	23,625
	INTERIOR WALL STRAPPING/BLOCKING- @ SPECIALTY ITEMS	LF	1,500.00	\$ 6.25	LF \$	9,375
	ROUGH HARDWARE/FASTENERS	LS	1.00	\$ 2,500.00	LS \$	2,500
	SMALL TOOLS	LS	1.00	\$ 1,200.00	LS \$	1,200
	GLU LAMS 8.75 X 30 <i>TIMBER SYSTEMS</i>	LF	1,450.00	\$ -	LF \$	260,337
	GLU LAMS 6.7 5X 7.5 <i>CANOPY</i>	LF	990.00	\$ -	LF INCLUDED	
	GLU LAMS <i>CANOPY COLUMNS</i>	LF	270.00	\$ -	LF INCLUDED	
	GLU LAM TRUSS INSTALL	DY	10.00	\$ -	DY INCLUDED	
	GLU LAM TRUSS INSTALL <i>CANOPY</i>	DY	5.00	\$ -	DY INCLUDED	
	GLULAM COLUMN EMBEDS <i>POWDER COATED</i>	EA	14.00	\$ 150.00	EA \$	2,100
	GLULAM COLUMN EMBEDS <i>INSTALL</i>	EA	14.00	\$ 260.00	EA \$	3,640
	<b>SUBTOTAL-ROUGH CARPENTRY</b>				\$	403,902
064100	<b>ARCHITECTURAL WOOD CASEWORK</b>					
	BASE CABINETS - PLAS LAM <i>SIDNEY MILLWORK</i>	LF	245.00	\$ -	LF \$	484,357
	BASE CABINETS - PLAS LAM <i>30" ART DRAWERS</i>	LF	6.00	\$ -	LF INCLUDED	
	BASE CABINETS - PLAS LAM <i>SINK BASE</i>	LF	52.00	\$ -	LF INCLUDED	
	COUNTERTOPS- PLAS LAMINATE	LF	244.00	\$ -	LF INCLUDED	
	COUNTERTOPS- SOLID SURFACE	LF	39.00	\$ -	LF INCLUDED	
	WALL CABINETS - P LAM	LF	159.00	\$ -	LF INCLUDED	
	WALL CABINETS - P LAM	LF	77.00	\$ -	LF INCLUDED	
	RECEPTION COUNTER <i>RECEPTION - ELEM</i>	LF	12.00	\$ -	LF INCLUDED	
	RECEPTION COUNTER <i>RECEPTION - ECE</i>	LF	10.00	\$ -	LF INCLUDED	
	FULL HEIGHT STORAGE CABINET - 24"	EA	20.00	\$ -	EA INCLUDED	
	CUBBIES	LF	395.00	\$ -	LF INCLUDED	
	CUBBIES <i>ART CUBBIES - 6'H - 18"D</i>	LF	12.00	\$ -	LF INCLUDED	
	CUBBIES <i>ART CUBBIES - 6'H - 24"D</i>	LF	9.00	\$ -	LF INCLUDED	
	CUBBIES <i>ART CUBBIES - 6'H - 30"D</i>	LF	9.00	\$ -	LF INCLUDED	
	CUBBIES <i>MEDIA CENTER CUBBIES - 5'H - 12"l</i>	LF	17.00	\$ -	LF INCLUDED	
	CUBBIES <i>MUSIC CUBBIES - 7'H - 30"D</i>	LF	11.00	\$ -	LF INCLUDED	
	OPEN SHELIVING - 48'H <i>ART</i>	LF	12.00	\$ -	LF INCLUDED	
	WINDOW SILLS- SOLID SURFACE	LF	404.00	\$ -	LF INCLUDED	
	WAINSCOT WOOD TRIM	LF	1,160.00	\$ -	LF INCLUDED	
	WOOD WALL PANELING	SF	907.00	\$ -	SF INCLUDED	
	WOOD BENCH	LF	28.00	\$ -	LF INCLUDED	
	SHIPLAP SIDING	SF	864.00	\$ -	SF INCLUDED	
	FIREPLACE MANTLE	LF	9.00	\$ -	LF INCLUDED	
	FIREPLACE HEARTH	LF	32.00	\$ -	LF INCLUDED	
	INSTALL SALVAGED ANIMALS	LS	1.00	\$ 2,600.00	LS \$	2,600
	<b>SUBTOTAL- ARCHITECTURAL WOOD CASEWORK</b>				\$	486,957
060000	<b>WOOD, PLASTICS, &amp; COMPOSITES - TOTALS</b>				\$	890,859

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070000	<b>THERMAL &amp; MOISTURE PROTECTION</b>						
071100	<b>DAMPPROOFING</b>	<i>ACCURATE INSULATION</i>					
	DAMPPROOF STEM WALLS - W/ PROTECTION BD- SPRAY APPLIED 30 MILS		SF	5,294.50	\$ -	SF \$	150,808
	<b>SUBTOTAL- DAMPPROOFING</b>					\$	150,808
071300	<b>FLUID APPLIED WATERPROOFING</b>	<i>ACCURATE INSULATION</i>					
	WATERPROOF EXTERIOR BASEMENT WALL - W/PROTECTION BOARD	<i>BASEMENT</i>	SF	6,101.00	\$ -	SF INCLUDED	
	<b>SUBTOTAL- FLUID APPLIED WATERPROOFING</b>					\$	-
072100	<b>THERMAL INSULATION</b>	<i>ACCURATE INSULATION</i>					
	PERIMETER FOUNDATION INSULATION- 4" TH	<i>STEM WALLS</i>	SF	5,294.50	\$ -	SF	INCLUDED
	PERIMETER FOUNDATION INSULATION- 4" TH	<i>BASEMENT</i>	SF	6,101.00	\$ -	SF	INCLUDED
	PERIMETER FOUNDATION INSULATION- 4" TH	<i>UNDERSLAB PERIMETER</i>	SF	4,752.00	\$ -	SF	INCLUDED
	EXTERIOR RIGID INSULATION- 3" TH- R18 POLYISO	<i>Drywall Contractor- EXTERIOR WALL</i>	SF	33,543.00	\$ -	SF	INCLUDED
	<b>SUBTOTAL- THERMAL INSULATION</b>					\$	-
072500	<b>WEATHER BARRIERS</b>						
	WEATHER BARRIER - SPRAY APPLIED MEMBRANE	<i>EXCLUDED</i>	SF	26,447.00	\$ 3.31	SF	EXOAIR 430 SHEATHING
	<b>SUBTOTAL- SHEET WATERPROOFING</b>					\$	-
074213	<b>METAL WALL PANELS</b>						
	WALL PANELS - METAL PANEL		SF	730.00	\$ 22.75	SF \$	16,608
	WALL PANELS - MECH MEZZ		SF	2,200.00	\$ 22.75	SF \$	50,050
	PAINTED STEEL SOFFIT PANELS		SF	1,850.00	\$ 25.25	SF \$	46,713
	<b>SUBTOTAL- METAL WALL PANELS</b>					\$	113,370
075000	<b>MEMBRANE ROOFING &amp; FLASHING</b>						
	<b>LOW SLOPE ROOFING*****</b>	<i>MAIN ROOF</i>	SF	60,302.00			
	FLEECE BACK EPDM ROOF - 90 MIL TH	<i>FULLY ADHERED</i>	SF	60,302.00	\$ -	SF \$	742,237
	ROOFING CONTINGENCY		LS	1.00	\$ -	LS \$	325,000
	ROOF INSULATION- R 36 (UN-TAPERED)	<i>MECH FASTEN 1ST LAYER</i>	SF	60,302.00	\$ -	SF INCLUDED	
	ROOF INSULATION- ADD FOR TAPERED CRICKETS		SF	7,367.00	\$ -	SF INCLUDED	
	ROOF COVER BOARD- 1/2" TH		SF	60,302.00	\$ -	SF INCLUDED	
	VAPOR BARRIER		SF	60,302.00	\$ -	SF INCLUDED	
	THERMAL BARRIER-1/2" TH		SF	17,263.00	\$ -	SF INCLUDED	
	PERIMETER FLASHING- EPDM		SF	15,005.00	\$ -	SF INCLUDED	
	ROOF WALKWAY PADS	<i>ALLOW</i>	LF	500.00	\$ 25.00	LF \$	12,500
	ROOF EXPANSION JOINTS		LF	271.00	\$ -	LF INCLUDED	
	FLASH ROOF DRAINS/OVERFLOW DRAINS		EA	12.00	\$ -	EA INCLUDED	
	FLASH SKYLIGHTS		EA	11.00	\$ -	EA INCLUDED	
	OVERFLOW SCUPPERS		EA	-	\$ -	EA \$	-
	PERIMETER COPING- PREFIN ALUM- BREAK METAL FORMED		LF	1,777.00	\$ -	LF INCLUDED	

**FCI Cost Worksheet**

Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

July 7, 2020  
GMP ESTIMATE

SF 58,451

**BASE BID**

	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
070000	<b>THERMAL &amp; MOISTURE PROTECTION</b>				
	<b>LOW SLOPE ROOFING*****</b>				
	<b>CANOPY</b>	SF	1,588.00		
	EPDM ROOF - 90 MIL TH	SF	1,588.00	\$ -	SF INCLUDED
	ROOF INSULATION- 2"	SF	1,588.00	\$ -	SF INCLUDED
	ROOF INSULATION- ADD FOR TAPERED CRICKETS	SF	847.00	\$ -	SF INCLUDED
	VAPOR BARRIER	SF	1,588.00	\$ -	SF INCLUDED
	GYP SUM BD UNDERLAYMENT-5/8" TH	SF	-	\$ -	SF \$ -
	ROOF COVER BOARD- 1/2" TH	SF	1,588.00	\$ -	SF INCLUDED
	PERIMETER FLASHING- EPDM	SF	834.00	\$ -	SF INCLUDED
	MISC FLASHING - EPDM-ROOF OPENINGS	SF	-	\$ -	SF \$ -
	ROOF WALKWAY PADS	SF	-	\$ -	SF \$ -
	ROOF EXPANSION JOINTS	LF	-	\$ -	LF \$ -
	FLASH ROOF DRAINS/OVERFLOW DRAINS	EA	-	\$ -	EA \$ -
	OVERFLOW SCUPPERS	EA	-	\$ -	EA \$ -
				\$ -	
	PERIMETER COPING- PREFIN ALUM- BREAK METAL FORMED	LF	157.00	\$ 38.11	LF INCLUDED
	<b>SUBTOTAL- MEMBRANE ROOFING &amp; FLASHING</b>				\$ 1,079,737
076000	<b>FLASHING &amp; SHEET METAL</b>				
	FASCIA METAL- PREFIN ALUM- BREAK METAL FORMED	LF	400.00	\$ 80.56	LF \$ 32,222
	FLASHING TO DISIMIALR MATERIALS	LF	5,000.00	\$ 10.00	LF \$ 50,000
	<b>SUBTOTAL-FLASHING &amp; SHEET METAL</b>				\$ 82,222
077200	<b>ROOF SPECIALTIES</b>				
	ROOF HATCH - 3'0" X 3'0" FURNISH & DELIVER	EA	2.00	\$ -	EA INCLUDED
	ROOF HATCH - 3'0" X 3'0" INSTALL	EA	2.00	\$ -	EA INCLUDED
	<b>SUBTOTAL-ROOF SPECIALTIES</b>				\$ -
078400	<b>FIRESTOPPING</b>				
	JOINT FIRE STOPPING	LS	1.00	\$ 5,500.00	LS \$ 5,500
	<b>SUBTOTAL-FIRESTOPPING</b>				\$ 5,500
079500	<b>EXPANSION CONTROL</b>				
	COMPRESSION SEALS	LS	1.00	\$ 15,000.00	LS \$ 15,000
	EXPANSION JOINT COVER ASSEMBLIES	LS	1.00	\$ 20,000.00	LS \$ 20,000
	<b>SUBTOTAL-EXPANSION CONTROL</b>				\$ 35,000
079200	<b>CAULKING &amp; SEALANTS</b>				
	CAULKING - ALLOW	SF	66,374.00	\$ -	SF \$ 47,221
	CAULKING - PRECAST	LS	1.00	\$ -	LS INCLUDED
	<b>SUBTOTAL- CAULKING &amp; SEALANTS</b>				\$ 47,221
070000	<b>THERMAL &amp; MOISTURE PROTECTION - TOTALS</b>				\$ 1,513,858

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
<b>080000</b>	<b>DOORS &amp; WINDOWS</b>					
<b>081113</b>	<b>METAL DOORS &amp; FRAMES</b>					
	<b>COLORADO DOORWAYS</b>					
	HM DOOR FRAMES- 3' X 7'-2"-16 GA -WELDED CORNERS	EXTERIOR	EA	5.00	\$ -	EA \$ 185,340
	HM DOOR FRAMES-6' X 5' - 16 GA -WELDED CORNERS	EXTERIOR	EA	1.00	\$ -	EA INCLUDED
	HM DOOR FRAMES-6' X 7'2" - 16 GA -WELDED CORNERS	EXTERIOR	EA	5.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 3' X 7'-16 GA -WELDED CORNERS	INTERIOR	EA	108.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 3' X 7'-16 GA -WELDED CORNERS WITH SIDE LIGHT	INTERIOR	EA	4.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 3' X 8'-16 GA -WELDED CORNERS	INTERIOR	EA	1.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 3'-6" X 7'-16 GA -WELDED CORNERS	INTERIOR	EA	6.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 3'-8" X 7'-16 GA -WELDED CORNERS	INTERIOR	EA	2.00	\$ -	EA INCLUDED
	HM DOOR FRAMES- 4' X 7'-16 GA -WELDED CORNERS	INTERIOR	EA	1.00	\$ -	EA INCLUDED
	HM DOOR FRAMES-6' X 7' - 16 GA -WELDED CORNERS	INTERIOR	EA	3.00	\$ -	EA INCLUDED
	HM DOOR FRAMES-6' X 8' - 16 GA -WELDED CORNERS	INTERIOR	EA	3.00	\$ -	EA INCLUDED
	HM DOORS-3' X 5'-16 GA/GALVANIZED-FLUSH		EA	2.00	\$ -	EA INCLUDED
	HM DOORS-3' X 7'-16 GA/GALVANIZED-FLUSH		EA	16.00	\$ -	EA INCLUDED
	HM DOORS-3'-6" X 7'-16 GA/GALVANIZED-FLUSH		EA	-	\$ -	EA \$ -
	HM DOORS-4'-0" X 7'-16 GA/GALVANIZED-FLUSH		EA	-	\$ -	EA \$ -
	ADD FOR VISION LIGHT KITS		EA	14.00	\$ -	/EA INCLUDED
	HM BORROW LIGHT FRAMES- 16GA - WELDED		SF	336.00	\$ -	SF INCLUDED
	HM DOOR FRAME INSTALL - PRECAST		EA	4.00	\$ 99.50	EA \$ 398
	HM DOOR FRAME INSTALL	SERVICE WEST	EA	135.00	\$ -	EA INCLUDED
	HM DOOR INSTALL	MIKE HARMLING	EA	18.00	\$ -	EA \$ 38,250
	<b>SUBTOTAL- HOLLOW METAL DOORS &amp; FRAMES</b>				\$ -	<b>223,988</b>
<b>081400</b>	<b>WOOD DOORS</b>					
	<b>COLORADO DOORWAYS</b>					
	SOLID CORE WOOD DOORS 2'-7" X 7'-9" - WOOD VENEER		EA	1.00	\$ -	/EA INCLUDED
	SOLID CORE WOOD DOORS 3' X 7'-0" - WOOD VENEER		EA	123.00	\$ -	/EA INCLUDED
	SOLID CORE WOOD DOORS 3'-6" X 7'-0" - WOOD VENEER		EA	4.00	\$ -	/EA INCLUDED
	SOLID CORE WOOD DOORS 3'-8" X 7'-0" - WOOD VENEER		EA	2.00	\$ -	/EA INCLUDED
	SOLID CORE WOOD DOORS 4' X 7'-0" - WOOD VENEER		EA	1.00	\$ -	/EA INCLUDED
	SOLID CORE WOOD DOORS 3' X 8'-0" - WOOD VENEER		EA	7.00	\$ -	/EA INCLUDED
	ADD FOR RATED WOOD DOORS		EA	-	\$ -	/EA \$ -
	ADD FOR VISION PANEL CUTOUTS		EA	90.00	\$ -	/EA INCLUDED
	WD DOOR INSTALL	MIKE HARMLING	EA	138.00	\$ -	EA INCLUDED
	<b>SUBTOTAL- WOOD DOORS</b>				\$ -	<b>-</b>
<b>083100</b>	<b>ACCESS DOORS</b>					
	WALL / CEILING ACCESS DOORS		EA	40.00	\$ 190.00	/EA \$ 7,600
	<b>SUBTOTAL- ACCESS DOORS</b>				\$ -	<b>7,600</b>
<b>083300</b>	<b>COILING DOORS AND GRILLES</b>					
	COILING OH DOOR - STAINLESS STEEL/MOTOR OPERATED- 3'0" X 5'0"	KITCHEN	EA	1.00	\$ -	EA \$ 16,000
	COILING OH DOOR - STAINLESS STEEL/MOTOR OPERATED-14'0" X 8'0"	KITCHEN	EA	1.00	\$ -	EA INCLUDED
	<b>SUBTOTAL- COILING DOORS &amp; GRILLES</b>				\$ -	<b>16,000</b>



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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
<b>080000 DOORS &amp; WINDOWS</b>				
<b>083483 FLOOR DOORS</b>				
FLOOR DOOR - 42"X 42"	EA	1.00	\$ 3,500.00	EA \$ 3,500
FLOOR DOOR INSTALL <i>KITCHEN</i>	EA	1.00	\$ 750.00	EA \$ 750
<b>SUBTOTAL- FLOOR DOORS</b>				\$ 4,250
<b>083600 SECTIONAL DOORS</b>				
SECTIONAL OH DOOR - GLAZED PANELS-ANODIZED FIN - 8' X 8' - INSULATED - TEMPERED <i>EXTERIOR</i>	EA	1.00	\$ -	EA INCLUDED
<b>SUBTOTAL- COILING DOORS &amp; GRILLES</b>				\$ -
<b>084113 ALUMINUM ENTRANCES &amp; STOREFRONT</b> <i>EAGLE VALLEY GLASS</i>				
EXTERIOR ALUMINUM / GLASS STOREFRONT SYSTEM- MFG STD EXTRUSIONS- ANODIZED FIN.	SF	1,419.00	\$ -	SF \$ 368,277
EXTERIOR ALUMINUM / GLASS STOREFRONT SYSTEM- MFG STD EXTRUSIONS- ANODIZED FIN. <i>WINDOWS</i>	SF	2,012.00	\$ -	SF INCLUDED
EXTERIOR ALUMINUM / INSULATED TRANSLUCENT STOREFRONT SYSTEM- MFG STD EXTRUSIONS- ANODIZED FIN. <i>GYM - POWERS PRODUCTS</i>	SF	667.00	\$ -	SF INCLUDED
EXTERIOR ALUM/GLASS ENTRY DOORS-3' X 7' -WIDE STILE	EA	4.00	\$ -	/EA INCLUDED
INTERIOR ALUMINUM / GLASS STOREFRONT SYSTEM- MFG STD EXTRUSIONS- ANODIZED FIN.	SF	743.00	\$ -	SF INCLUDED
INTERIOR ALUM/GLASS ENTRY DOORS-3' X 7' -MED STILE	EA	4.00	\$ -	/EA INCLUDED
TEMP WINDOW ENCLOSURES-RHINO CLOTH	SF	3,431.00	\$ 1.15	SF \$ 3,946
<b>SUBTOTAL- ALUMINUM ENTRANCES &amp; STOREFRONTS</b>				\$ 372,223
<b>086000 UNIT SKYLIGHTS</b> <i>POWERS PRODUCTS</i>				
SOLAR TUBE SKYLIGHTS-FIXED UNITS-24" DIA W/ DIFFUSERS	EA	9.00	\$ -	EA \$ 83,500
METAL INSULATED ROOF CURBS	EA	9.00	\$ -	EA INCLUDED
SKYLIGHTS-FIXED UNITS-48" SQ W/ DIFFUSERS	EA	4.00	\$ -	EA INCLUDED
<b>SUBTOTAL- UNIT SKYLIGHTS</b>				\$ 83,500
<b>087100 FINISH HARDWARE</b>				
DOOR HARDWARE- HM DOOR OPENINGS (LABOR W/ DOOR INSTALLATION) <i>COLORAO DOORWAYS</i>	EA	18.00	\$ -	EA INCLUDED
DOOR HARDWARE- WD DOOR OPENINGS (LABOR W/ DOOR INSTALLATION) <i>COLORAO DOORWAYS</i>	EA	138.00	\$ -	EA INCLUDED
ALUMINUM DOOR HARDWARE <i>EAGLE VALLEY GLASS</i>	EA	8.00	\$ -	EA INCLUDED
AUTOMATIC DOOR OPERATORS	EA	4.00	\$ 2,568.00	EA \$ 10,272
ACCESS CONTROL HARDWARE	EA	16.00	\$ -	EA INCLUDED
<b>SUBTOTAL- FINISH HARDWARE</b>				\$ 10,272
<b>088000 GLASS &amp; GLAZING</b> <i>EAGLE VALLEY GLASS</i>				
GLAZE INTERIOR DOORS - HM / WD	EA	104.00	\$ -	EA INCLUDED
INTERIOR GLAZING- HM BORROW SIDELIGHTS- 1/4" TH CLEAR TEMPERED	SF	420.00	\$ -	SF INCLUDED
<b>SUBTOTAL- GLASS &amp; GLAZING</b>				\$ -
<b>080000 DOORS &amp; WINDOWS - TOTALS</b>				\$ 717,833

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
090000	FINISHES				
092000	DRYWALL & METAL SUPPORT FRAMING				
	<b>SERVICE WEST</b>				
	EXTERIOR WALLS- 6" STUDS*****	SF	30,326.00		
	6" METAL TRACK - T & B	LF	3,548.00	\$ -	1,715,166
	6" METAL STUD FRAMING- 16 GA/16" OC	LF	30,326.00	\$ -	INCLUDED
	U CHANNEL BRIDGING	LF	3,548.00	\$ -	INCLUDED
	EXTERIOR WALL SHEATHING- 5/8" EXTER SHEATHING	SF	30,326.00	\$ -	INCLUDED
	EXTERIOR WALL SHEATHING- 5/8" EXTER SHEATHING	SF	7,096.00	\$ -	INCLUDED
	5/8" DW TO EXTERIOR WALLS- INTERIOR SIDE	SF	23,230.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	23,230.00	\$ -	INCLUDED
	SCAFFOLD EXTERIOR WALLS	SF	30,326.00	\$ -	INCLUDED
	FASCIA FRAMING- 6" STUDS*****	SF	1,033.00		
	6" METAL TRACK - T & B	LF	2,444.00	\$ -	INCLUDED
	6" METAL STUD FRAMING- 16 GA/16" OC	LF	1,033.00	\$ -	INCLUDED
	EXTERIOR WALL SHEATHING- 5/8" EXTER SHEATHING	SF	6,172.00	\$ -	INCLUDED
	SCAFFOLD EXTERIOR WALLS	SF	1,033.00	\$ -	INCLUDED
	SOFFIT FRAMING- 6" STUDS*****	SF	7,450.00		
	6" METAL TRACK - T & B	LF	2,216.00	\$ -	INCLUDED
	6" METAL STUD FRAMING- 16 GA/16" OC	LF	7,450.00	\$ -	INCLUDED
	U CHANNEL BRIDGING	LF	-	\$ -	\$ -
	EXTERIOR WALL SHEATHING- 5/8" EXTER SHEATHING	SF	7,450.00	\$ -	INCLUDED
	PARAPET WALLS- 6" STUDS*****	SF	4,908.00		
	6" METAL TRACK - T & B	LF	600.00	\$ -	INCLUDED
	6" METAL STUD FRAMING- 16 GA/16" OC	LF	4,908.00	\$ -	INCLUDED
	U CHANNEL BRIDGING	LF	600.00	\$ -	INCLUDED
	EXTERIOR WALL SHEATHING- 5/8" EXTER SHEATHING	SF	9,816.00	\$ -	INCLUDED
	<b>DW PARTITION - FULL HT</b>				
	4" MTL TRACK- T & B	LF	730.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	365.00	\$ -	INCLUDED
	4" MTL STUD FRAMING	LF	16,358.00	\$ -	INCLUDED
	BEADS/TRIM	LF	4,500.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	32,716.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	16,358.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	32,716.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	365.00	\$ -	INCLUDED
	<b>DW PARTITION - FULL HT</b>				
	4" MTL TRACK- T & B	LF	34.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	17.00	\$ -	INCLUDED
	4" MTL STUD FRAMING	LF	209.00	\$ -	INCLUDED
	BEADS/TRIM	LF	150.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	836.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	209.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	836.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	17.00	\$ -	INCLUDED
	<b>DW PARTITION - FULL HT</b>				
	6" MTL TRACK- T & B	LF	4,678.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	2,339.00	\$ -	INCLUDED
	6" MTL STUD FRAMING	LF	35,484.00	\$ -	INCLUDED
	BEADS/TRIM	LF	4,500.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	70,968.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	35,484.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	70,968.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	2,339.00	\$ -	INCLUDED
	<b>DW PARTITION - FULL HT</b>				
	6" MTL TRACK- T & B	LF	516.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	258.00	\$ -	INCLUDED
	6" MTL STUD FRAMING	LF	3,624.00	\$ -	INCLUDED
	BEADS/TRIM	LF	1,100.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	10,872.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	3,624.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	10,872.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	258.00	\$ -	INCLUDED

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090000	FINISHES				
092000	DRYWALL & METAL SUPPORT FRAMING				
	<i>DW PARTITION - FULL HT</i>				
	6" MTL TRACK-T & B	LF	164.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	82.00	\$ -	INCLUDED
	6" MTL STUD FRAMING	LF	1,312.00	\$ -	INCLUDED
	BEADS/TRIM	LF	1,500.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	5,248.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	1,312.00	\$ -	INCLUDED
	TAPE & FINISH DW	SF	5,248.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	82.00	\$ -	INCLUDED
	<i>DW PARTITION - CHASE WALL</i>				
	4" MTL TRACK-T & B	LF	730.00	\$ -	INCLUDED
	ADD FOR SLIP/DEFLECTION TRACK	LF	365.00	\$ -	INCLUDED
	4" MTL STUD FRAMING	LF	5,388.00	\$ -	INCLUDED
	BEADS/TRIM	LF	1,000.00	\$ -	INCLUDED
	5/8" DW TO STUDS	SF	5,388.00	\$ -	INCLUDED
	ACOUSTIC INSULATION TO WALLS	SF	-	\$ -	-
	TAPE & FINISH DW	SF	5,388.00	\$ -	INCLUDED
	SEAL PTNS TOP & BOT	LF	365.00	\$ -	INCLUDED
	<i>DRYWALL CEILINGS-SINGLE LAYER W/ BLACK IRON SUPPORT*****</i>				
	INTERIOR GYP BD CEILINGS				
	1 1/2" MAIN CARRIER CHANNELS	LF	1,628.55	\$ -	INCLUDED
	7/8" CROSS RUNNERS	LF	2,467.50	\$ -	INCLUDED
	5/8" DW TO CEILINGS	SF	4,935.00	\$ -	INCLUDED
	TAPE & FINISH DW CEILINGS	SF	4,935.00	\$ -	INCLUDED
	<i>DRYWALL SOFFITS</i>				
	1 1/2" MAIN CARRIER CHANNELS	LF	188.10	\$ -	INCLUDED
	7/8" CROSS RUNNERS	LF	285.00	\$ -	INCLUDED
	5/8" DW TO CEILINGS	SF	570.00	\$ -	INCLUDED
	TAPE & FINISH DW CEILINGS	SF	570.00	\$ -	INCLUDED
	<i>DRYWALL FASCIAS*****</i>				
	4" MTL TRACK	LF	1,178.00	\$ -	INCLUDED
	4" MTL STUD FRAMING	LF	2,944.00	\$ -	INCLUDED
	4" MTL STUD FRAMING- KICKER BRACES	EA	147.25	\$ -	INCLUDED
	5/8" DW TO FASCIAS	SF	2,944.00	\$ -	INCLUDED
	TAPE & FINISH DW FASCIAS	SF	2,944.00	\$ -	INCLUDED
	<i>MISCELLANEOUS DRYWALL/INTERIORS ITEMS*****</i>				
	ADD FOR IMPACT RESISTANT GYP BD-CORRIDORS	SF	1,750.00	\$ -	INCLUDED
	ADD FOR LEVEL 5 FINISH ON EXPOSED SURFACES	SF	500.00	\$ -	INCLUDED
	ADD FOR TILE BACKER BOARD	SF	9,438.00	\$ -	INCLUDED
	FRP WALL PANELS	SF	2,839.00	\$ 9.00	INCLUDED
	ENGINEERED SHOP DRAWINGS	LS	1.00	\$ -	INCLUDED
	FINAL CLEAN	SF	76,952.00	\$ 1.00	\$ 76,952
	<b>SUBTOTAL- DRYWALL &amp; METAL SUPPORT FRAMING</b>				<b>\$ 1,792,118</b>
093000	CERAMIC TILE				
	<b>COLORADO FLOORWORKS</b>				
	PORCELAIN WALL TILE - ADHESIVE SET	SF	5,958.00	\$ -	INCLUDED
	PORCELAIN WALL TILE - ADHESIVE SET	SF	3,480.00	\$ -	SEE ALT
	<b>SUBTOTAL- CERAMIC TILE</b>				<b>\$ -</b>

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<b>090000 FINISHES</b>						
<b>095100 ACOUSTICAL CEILINGS</b>						
	<b>SERVICE WEST</b>					
	ACT CEILINGS-2' X 4'- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.	SF	24,905.00	\$ -	SF	INCLUDED
	ACT CEILINGS-2' X 4'- SCORED- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.	SF	7,165.00	\$ -	SF	INCLUDED
	ACT CEILINGS-2' X 4'- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.					
	<b>WASHABLE</b>	SF	1,420.00	\$ -	SF	INCLUDED
	ACT CEILINGS-2' X 4'- EXPOSED TEE GRID- DIRECT HUNG FROM STRUCT.					
	<b>HIGH NRC</b>	SF	960.00	\$ -	SF	INCLUDED
	CEILINGS-WOOD LINEAR- DIRECT HUNG FROM STRUCT.	SF	1,745.00	\$ -	SF	INCLUDED
	<b>SUBTOTAL- ACOUSTICAL CEILINGS</b>				\$	-
<b>098000 ACOUSTICAL TREATMENT</b>						
	<b>SERVICE WEST</b>					
	ACOUSTICAL PANELS	SF	3,745.00	\$ -	SF	INCLUDED
	ACOUSTICAL PANELS	SF	3,600.00	\$ -	SF	INCLUDED
	ACOUSTICAL PANELS	SF	440.00	\$ -	SF	INCLUDED
	ACOUSTICAL PANELS	SF	45.00	\$ -	SF	INCLUDED
	<b>SUBTOTAL- ACOUSTICAL TREATMENT</b>				\$	-
<b>096500 RESILIENT FLOOR &amp; BASE</b>						
	<b>COLORADO FLOORWORKS</b>					
	ERT FLOOR TILE	SF	11,329.00		SF \$	321,650
	4" H RUBBER BASE-COVED	LF	6,126.00		LF	INCLUDED
	FLOOR PREP- ALLOW 25%	SF	5,664.50	\$ 0.65	SF \$	3,682
	<b>SUBTOTAL- RESILIENT FLOORING</b>				\$	325,332
<b>096723 RESINOUS FLOORING</b>						
	<b>VALIANT</b>					
	SEAMLESS MODIFIED POLYAMINE EPOXY	SF	4,075.00		SF \$	58,718
	MOISTURE MITIGATION	SF	4,075.00	\$ 1.00	SF \$	4,075
	<b>SUBTOTAL- RESINOUS FLOORING</b>				\$	62,793
<b>096466 WOOD ATHLETIC FLOORING</b>						
	<b>A-MAX</b>					
	MAPLE GYM FLOOR - 2-1/2" TOTAL THICKNESS	SF	7,349.00	\$ -	SF \$	92,300
	FLOOR PROTECTION	SF	7,349.00	\$ 1.25	SF \$	9,186
	<b>SUBTOTAL- WOOD ATHLETIC FLOORING</b>				\$	101,486
<b>096800 CARPETING</b>						
	<b>COLORADO FLOORWORKS</b>					
	CARPETING- TILE- DIRECT GLUEDOWN	SY	2,039.78		SY INCLUDED	
	CARPETING- TILE- DIRECT GLUEDOWN	SY	121.44		SY INCLUDED	
	FLOOR PREP- ALLOW 25%	SF	4,589.50	\$ 0.65	SF \$	2,983
	<b>SUBTOTAL- CARPETING</b>				\$	2,983

**FCI Cost Worksheet**

Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

July 7, 2020  
GMP ESTIMATE

SF 58,451

**BASE BID**

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
<b>090000</b>	<b>FINISHES</b>					
<b>099000</b>	<b>PAINTING &amp; WALLCOVERING</b>					
	<i>INNOVATIVE</i>					
	PAINT DRYWALL PTNS- LATEX-SINGLE COLOR	SF	96,599.00	\$ -	SF \$	267,875
	PAINT DRYWALL PTNS-EPOXY - 1 COLOR	SF	2,640.00	\$ -	SF INCLUDED	
	PAINT PRECAST PTNS	SF	8,875.00	\$ -	SF INCLUDED	
	CONCRETE FLOOR SEALER- CLEAR	SF	7,539.00	\$ -	SF INCLUDED	
	PAINT CEILINGS- EPOXY	SF	3,064.00	\$ -	SF INCLUDED	
	PAINT METAL EXPOSED STEEL STRUCTURE	SF	13,166.00	\$ -	SF INCLUDED	
	PAINT STEEL BOLLARDS	EA	8.00	\$ -	EA INCLUDED	
	PAINT HM DOOR FRAMES	EA	139.00	\$ -	EA INCLUDED	
	PAINT HM SIDELIGHT FRAMES	EA	4.00	\$ -	EA INCLUDED	
	PAINT HM BORROW LIGHT FRAMES	EA	22.00	\$ -	EA INCLUDED	
	PAINT HM DOORS	EA	18.00	\$ -	EA INCLUDED	
	STAIN & FINISH GLU LAMS	LF	2,710.00	\$ -	LF INCLUDED	
	PAINT EXTERIOR DECROTIVE RAILINGS	LS	1.00	\$ 3,500.00	LS \$	3,500
	EXTCH ANIMAL PRINTS ON GUARD RAIL	LS	1.00	\$ 2,500.00	LS \$	2,500
	TACKABLE WALL COVERINGS- "WALL TALKERS - TAC WALL" OR EQUAL	SF	1,410.00	\$ 10.65	SF \$	15,017
	GRAFFITI/WATER REPELLANT COATING TO MASONRY	SF	36,000.00	\$ -	SF INCLUDED	
	MISC TOUCHUP PAINTING	HRS	200.00	\$ 52.00	HRS \$	10,400
	<b>SUBTOTAL- PAINTING &amp; WALLCOVERING</b>				\$	299,292
<b>099650</b>	<b>CONCRETE FLOOR POLISH, STAIN &amp; SEALING</b>					
	POLISHED CONCRETE FLOOR SLABS	SF	8,638.00	\$ -	SF \$	84,650
	ACCENT STAINING	SF	800.00	\$ -	SF INCLUDED	
	STAMPING - FOOTPRINTS	LS	1.00	\$ -	LS INCLUDED	
	JOINT FILLING	LS	1.00	\$ -	LS INCLUDED	
	PROTECT CONCRETE FLOORS	SF	8,638.00	\$ 1.39	SF \$	12,021
	<b>SUBTOTAL- CONCRETE FLOOR POLISH, STAIN &amp; SEALING</b>				\$	96,671
<b>090000</b>	<b>FINISHES - TOTALS</b>				\$	2,680,675
				<b>COST PER SF</b>	\$	45.86

**FCI Cost Worksheet**

Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

July 7, 2020  
GMP ESTIMATE

SF 58,451

**BASE BID**

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL	TOTAL
<b>100000</b>	<b>SPECIALTIES</b>					
<b>101100</b>	<b>VISUAL DISPLAY BOARDS</b>					
	DRY ERASE MARKERBOARDS- 12' X 4'	EA	22.00	\$ 1,100.00	EA \$	24,200
	DRY ERASE MARKERBOARDS- 8' X 4'	EA	6.00	\$ 700.00	EA \$	4,200
	DRY ERASE MARKERBOARDS- 6' X 4'	EA	1.00	\$ 550.00	EA \$	550
	TACKABLE WALL SURFACE BOARDS- 4' X 4'	EA	39.00	\$ 300.00	EA \$	11,700
	TACKABLE WALL SURFACE BOARDS- 6' X 4'	EA	12.00	\$ 300.00	EA \$	3,600
	TACK RAIL- 4'	EA	4.00	\$ 102.50	EA \$	410
	TACK RAIL- 6'	EA	2.00	\$ 127.50	EA \$	255
	TACK RAIL- 8'	EA	13.00	\$ 77.50	EA \$	1,008
	<b>SUBTOTAL- VISUAL DISPLAY BOARDS</b>				\$	<b>45,923</b>
<b>101400</b>	<b>SIGNAGE</b>					
	<b>ARAPAHOE SIGN ART</b>					
	INTERIOR ROOM SIGNS	EA	108.00		EA \$	48,213
	BUILDING DEDICATION PLAQUE	EA	1.00		EA INCLUDED	
	LETTERING- NON ILLUMINATED/CAST ALUM	LS	73.00		LS INCLUDED	
	BUILDING SIGNAGE- NON ILLUMINATED/CAST ALUM	LS	28.00		LS INCLUDED	
	BUILDING SIGNAGE- NON ILLUMINATED/CAST ALUM	LS	24.00		LS INCLUDED	
	ELECTRONIC MONUMETN SIGN	LS	-		LS SEE ALT	
	<b>SUBTOTAL- SIGNAGE</b>				\$	<b>48,213</b>
<b>102113</b>	<b>TOILET PARTITIONS</b>					
	TOILET PTNS- FLR MTD/OH BRACED- SOLID PLASTIC	EA	16.00	\$ 1,155.00	EA \$	18,480
	TOILET PTNS- HC- FLR MTD/OH BRACED- SOLID PLASTIC	EA	2.00	\$ 1,312.50	EA \$	2,625
	URINAL SCREENS-WALL MTD- SOLID PLASTIC	EA	2.00	\$ 263.75	EA \$	528
	<b>SUBTOTAL- TOILET PARTITIONS</b>				\$	<b>21,633</b>
<b>102123</b>	<b>CUBICLE CURTAINS AND TRACK</b>					
	CUBICLE CURTAIN TRACK	LF	14.00	\$ 28.75	LF \$	403
	CUBICLE CURTAINS	EA	1.00	\$ 205.00	EA \$	205
	<b>SUBTOTAL-CUBICLE CURTAINS AND TRACK</b>				\$	<b>608</b>
<b>102600</b>	<b>WALL &amp; CORNER PROTECTION</b>					
	CORNER GUARDS- 84" STAINLESS STEEL SURFACE MTD	EA	65.00	\$ 80.00	EA \$	5,200
	CORNER GUARDS- 84" STAINLESS STEEL-SURFACE MTD- INSTALLATION LABOR	EA	65.00	\$ 55.00	EA \$	3,575
	WALL PROTECTION - INPRO ASPECT	SF	1,160.00	\$ 28.00	SF \$	32,480
	<b>SUBTOTAL- WALL &amp; CORNER PROTECTION</b>				\$	<b>41,255</b>
<b>102800</b>	<b>TOILET ROOM ACCESSORIES</b>					
	TOILET PAPER HOLDER	EA	37.00	\$ 95.00	EA \$	3,515
	HANDICAP GRAB BARS- SS 18"/36"/42"	EA	81.00	\$ 125.00	EA \$	10,125
	LIQUID SOAP DIPSENSER	EA	52.00	\$ 67.50	EA \$	3,510
	PAPER TOWEL DISPENSER	EA	52.00	\$ 106.25	EA \$	5,525
	WASTE RECEPTACLE	EA	26.00	\$ 166.25	EA \$	4,323
	ELECTRIC HAND DRYER	EA	4.00	\$ 532.50	EA \$	2,130
	SANITARY NAPKIN DISPENSER	EA	6.00	\$ 226.75	EA \$	1,361
	SANITARY NAPKIN DISPOSAL	EA	10.00	\$ 101.25	EA \$	1,013
	FRAMED MIRROR-24" X 36"	EA	38.00	\$ 140.00	EA \$	5,320
	JANITOR'S MOP RACK	EA	3.00	\$ 170.00	EA \$	510
	DIAPER CHANGING STATION	EA	2.00	\$ 259.00	EA \$	518
	POWERED ADULT CHANGING TABLE	EA	1.00	\$ 5,810.00	EA \$	5,810
	ROBE HOOKS	EA	36.00	\$ 34.00	EA \$	1,224
	<b>SUBTOTAL- TOILET ROOM ACCESSORIES</b>				\$	<b>44,883</b>

**FCI Cost Worksheet**

Project: LAKE COUNTY SCHOOL DISTRICT  
 WEST PARK ELEMENTARY SCHOOL

July 7, 2020  
 GMP ESTIMATE

SF 58,451

BASE BID

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
<b>100000</b>	<b>SPECIALTIES</b>					
<b>102239</b>	<b>FOLDING PANEL PARTITIONS</b>					
	OPERABLE PARTITION - STANDARD VINYL OR FABRIC FINISH	LF	30.00	\$ -	LF \$	30,975
	<b>POWERS PRODUCTS</b>					
	<b>SUBTOTAL- FOLDING PANEL PARTITIONS</b>				\$	30,975
<b>103050</b>	<b>MANUFACTURED FIREPLACE UNITS</b>					
	PRE-FABRICATED FIREPLACE- WALL MOUNTED- DIRECT VENT THRU WALL W/ ACCESSORIES	EA	1.00	\$ -	EA \$	10,708
	<b>STOVE DEPOT</b>					
	<b>SUBTOTAL- MANUFACTURED FIREPLACE UNITS</b>				\$	10,708
<b>104313</b>	<b>DEFIBRILLATOR CABINET</b>					
	DEFIBRILLATOR KIT	EA	1.00	\$ 1,500.00	EA \$	1,500
	<b>SUBTOTAL- DEFIBRILLATOR CABINET</b>				\$	1,500
<b>104400</b>	<b>FIRE EXTINGUISHERS &amp; CABS</b>					
	FIRE EXTINGUISHERS	EA	9.00	\$ 127.50	EA \$	1,148
	FIRE EXTINGUISHER CABINETS- PTD STEEL CABINET, DOOR & TRIM	EA	9.00	\$ 185.75	EA \$	1,672
	<b>ALLOW</b>					
	<b>SUBTOTAL- FIRE EXTINGUISHERS &amp; CABINETS</b>				\$	2,819
<b>104416</b>	<b>FIRE DEPARTMENT KEYED ACCESS</b>					
	KNOX BOX	EA	1.00	\$ 600.00	EA \$	600
	<b>SUBTOTAL- FIRE DEPARTMENT KEYED ACCESS</b>				\$	600
<b>105100</b>	<b>LOCKERS</b>					
	LOCKERS- PTD STEEL - SINGLE TIER	EA	6.00	\$ 455.00	EA \$	2,730
	<b>KITCHEN STAFF LOCKERS</b>					
	<b>SUBTOTAL- LOCKERS</b>				\$	2,730
<b>107500</b>	<b>FLAGPOLE</b>					
	TAPERED FLAGPOLE-EXPOSED HALYARD	EA	2.00		EA \$	4,275
	TAPERED FLAGPOLE-EXPOSED HALYARD- FOUNDATION & INSTALLATION	EA	2.00	\$ 1,930.00	EA \$	3,860
	<b>POLE TECH</b>					
	<b>SUBTOTAL- FLAGPOLES</b>				\$	8,135
<b>10000</b>	<b>SPECIALTIES - TOTALS</b>				\$	259,980

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Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

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SF 58,451

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	LABOR PRICE (\$/MH)	UNIT PRICE TOTAL	TOTAL
<b>110000</b>	<b>EQUIPMENT</b>					
<b>113000</b>	<b>RESIDENTIAL EQUIPMENT</b>					
	REFRIGERATOR-23.2 CF SIDE BY SIDE	EA	3.00	\$ 55.00	\$ 1,610.00 EA \$	4,830
	REFRIGERATOR-UNDERCOUNTER	EA	1.00	\$ 55.00	\$ 610.00 EA \$	610
	DISHWASHER-UNDERCOUNTER	EA	1.00	\$ 55.00	\$ 1,087.50 EA \$	1,088
	WASHER	EA	-	\$ 55.00	\$ 955.00 EA \$	-
	DRYER	EA	-	\$ 55.00	\$ 955.00 EA \$	-
	STACKED WASHER/DRYER	EA	3.00	\$ 55.00	\$ 1,255.00 EA \$	3,765
	<b>SUBTOTAL- RESIDENTIAL EQUIPMENT</b>				\$	<b>10,293</b>
<b>114000</b>	<b>FOOD SERVICE EQUIPMENT</b>					
	<b>GRADY'S</b>					
	FOOD SERVICE EQUIPMENT	LS	1.00	\$ 50.00	\$ - LS \$	273,566
	<b>KITCHEN</b>					
	<b>SUBTOTAL- FOOD SERVICE EQUIPMENT</b>				\$	<b>273,566</b>
<b>115213</b>	<b>PROJECTION SCREEN</b>					
	REAR PROJECTION SCREEN	EA	1.00	\$ 55.00	\$ 17,220.00 EA \$	17,220
	<b>108"X 192"</b>					
	<b>SUBTOTAL- PROJECTION SCREEN</b>				\$	<b>17,220</b>
<b>116100</b>	<b>STAGE EQUIPMENT</b>					
	<b>DINLCLER</b>					
	FRONT CURTAIN - ROPE OPERATED & CYCLORAMA	LS	1.00	\$ 45.00	\$ - LS \$	18,988
	CURTAIN - WALK OPERATED					
	<b>SUBTOTAL- STAGE EQUIPMENT</b>				\$	<b>18,988</b>
<b>116600</b>	<b>ATHLETIC EQUIPMENT</b>					
	<b>ACI</b>					
	BASKETBALL BACKSTOPS	EA	6.00	\$ 55.00	\$ - EA \$	73,437
	VOLLEYBALL FLOOR SLEEVES/COVER PLATES	LS	1.00	\$ 55.00	\$ - LS INCLUDED	
	MOTORIZED GYM DIVIDER CURTAIN	LF	65.00	\$ 55.00	\$ - LF INCLUDED	
	CLIMBING ROBES	EA	1.00	\$ 55.00	\$ - EA INCLUDED	
	GYM WALL PADDING	SF	192.00	\$ 55.00	\$ - SF INCLUDED	
	PULL UP BAR	EA	1.00	\$ 55.00	\$ - EA INCLUDED	
	CARGO NET	EA	1.00	\$ 55.00	\$ - EA INCLUDED	
	CLIMBING WALL	EA	-	\$ 55.00	\$ - EA SEE ALT	
	GYM SCOREBOARD	EA	2.00	\$ 55.00	\$ - EA INCLUDED	
	<b>SUBTOTAL- ATHLETIC EQUIPMENT</b>				\$	<b>73,437</b>
<b>119513</b>	<b>KILNS</b>					
	KILN	LS	1.00	\$ 55.00	\$ 5,220.00 LS \$	5,220
	<b>SUBTOTAL- KILNS</b>				\$	<b>5,220</b>
<b>110000</b>	<b>EQUIPMENT - TOTALS</b>				\$	<b>398,724</b>



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**BASE BID**

	DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
<b>120000</b>	<b>FURNISHINGS</b>						
	<b>122000 WINDOW TREATMENTS</b>	<b>LUTEK</b>					
	MECHO SHADES - MANUALLY OPERATED		SF	2,493.00	\$ -	SF \$	105,010
	MECHO SHADES - ELECTRICALLY OPERATED	SINGLE SHADE	SF	1,404.00	\$ -	SF INCLUDED	
	MECHO SHADES - ELECTRICALLY OPERATED	DOUBLE SHADE	SF	451.00	\$ -	SF INCLUDED	
	<b>SUBTOTAL- WINDOW TREATMENTS</b>					\$	<b>105,010</b>
	<b>126600 TELESCOPING BLEACHER SEATING</b>	<b>BROC</b>					
	NEW BLEACHER SEATING- MOTORIZED 300 SEATS		EA	-		EA \$	41,464
	<b>SUBTOTAL- TELESCOPING BLEACHER SEATING</b>					\$	<b>41,464</b>
<b>120000</b>	<b>FURNISHINGS - TOTALS</b>					\$	<b>146,474</b>

**FCI Cost Worksheet**

**Project:** LAKE COUNTY SCHOOL DISTRICT  
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SF 58,451

**BASE BID**

	DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
130000	SPECIAL CONSTRUCTION					
130000	SPECIAL CONSTRUCTION - TOTALS				\$	-

**FCI Cost Worksheet**

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GMP ESTIMATE

SF 58,451

BASE BID

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	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
140000	CONVEYING SYSTEMS				
140000	CONVEYING SYSTEMS - TOTALS			\$	-

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**FCI Cost Worksheet**

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DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
210000	FIRE SUPPRESSION SYSTEMS						
211000	FIRE PROTECTION WORK	<b>EXCEL</b>					
	FIRE SPRINKLERS - WET PIPE SYSTEM		SF	66,374.00	\$ -	SF \$	215,212
	FIRE SPRINKLERS - DRY PIPE SYSTEM		SF	-	\$ -	SF	INCLUDED
	BOOSTER PUMP - NIC	N/A-EXCLUDED	LS	-	\$ -	LS \$	-
	JOCKEY PUMP	N/A-EXCLUDED	LS	-	\$ -	LS \$	-
210000	<b>SUBTOTAL- FIRE PROTECTION WORK</b>				\$ 3.68	SF	215,212

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22/230000	MECHANICAL						
220000	PLUMBING	REIGELS					
	PLUMBING EQUIPMENT & MISC		LS	1.00	\$ -	LS	INCLUDED
	DOMESTIC WATER PIPING		LS	1.00	\$ -	LS	INCLUDED
	PLUMBING FIXTURES		LS	1.00	\$ -	LS	INCLUDED
	SANITARY WASTE & VENT		LS	1.00	\$ -	LS	INCLUDED
	STORM SYSTEM		LS	1.00	\$ -	LS	INCLUDED
	EXCAVATION & BACKFILL		LS	1.00	\$ -	LS	INCLUDED
	PERMITS		LS	1.00	\$ -	LS	INCLUDED
	MISC MATERIALS		LS	1.00	\$ -	LS	INCLUDED
	<b>SUBTOTAL- PLUMBING</b>						
					\$ -	SF	\$ -
230000	HVAC	REIGELS					
	HVAC EQUIPMENT		LS	1.00	\$ -	LS	\$ 3,974,000
	HHW PIPING		LS	1.00	\$ -	LS	INCLUDED
	SHEET METAL DUCTWORK		LS	1.00	\$ -	LS	INCLUDED
	FANS,GRD'S & DUCT ACCESSORIES		LS	1.00	\$ -	LS	INCLUDED
	RADIANT SLAB HEAT		LS	1.00	\$ -	LS	INCLUDED
	UNDERSLAB INSULATION- 4" TH	ACCURATE INSUALTION	SF	39,187.00	\$ -	SF	W/DIV7
	SNOW MELT		LS	-	\$ -	LS	INCLUDED
	UNDERSLAB INSULATION- 2" TH	SNOWMELT	SF	-	\$ -	SF	\$ -
	BELOW DECK INSULATION- BATT INSULATION	ACCURATE INSUALTION	SF	11,641.00	\$ -	SF	W/DIV 7
	INSULATION		LS	1.00	\$ -	LS	INCLUDED
	TEMPERATURE CONTROLS		LS	1.00	\$ -	LS	INCLUDED
	TEST & BALANCE		LS	1.00	\$ -	LS	INCLUDED
	MISC MATERIALS		LS	1.00	\$ -	LS	INCLUDED
	BIM		LS	1.00	\$ 46,200	LS	\$ 46,200
	PRECONSTRUCTION		LS	1.00	\$ -	LS	INCLUDED
	SUBCONTRACTOR GC'S		LS	1.00	\$ -	LS	INCLUDED
	<b>SUBTOTAL- HVAC</b>						
					\$ 68.78	SF	\$ 4,020,200
22/230000	<b>MECHANICAL - TOTALS</b>						
					<b>COST PER SF</b>		<b>\$ 68.78</b>

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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
<b>260000</b>	<b>ELECTRICAL</b>					
<b>261000</b>	<b>ELECTRICAL WORK</b>					
						<i>EC ELECTRIC</i>
	TEMP POWER & LIGHTING	LS	1.00	\$ -	LS	\$ 2,394,663
	DISTRIBUTION EQUIPMENT & FEEDERS	LS	1.00	\$ -	LS	INCLUDED
	LATERALS & BRANCH FEEDERS	LS	1.00	\$ -	LS	INCLUDED
	GENERATOR & ATS	LS	1.00	\$ -	LS	INCLUDED
	LIGHTNING PROTECTION	LS	1.00	\$ -	LS	SEE ALT
	BRANCH POWER ROUGH-IN	LS	1.00	\$ -	LS	INCLUDED
	MECHANICAL LINE VOLTAGE	LS	1.00	\$ -	LS	INCLUDED
	LIGHTING AND CONTROLS	LS	1.00	\$ -	LS	INCLUDED
	SITE LIGHTING	LS	1.00	\$ -	LS	INCLUDED
	SYSTEMS RACEWAYS & BACKBOXES	LS	1.00	\$ -	LS	INCLUDED
	FIRE ALARM SYSTEM	LS	1.00	\$ -	LS	INCLUDED
	TRIM	LS	1.00	\$ -	LS	INCLUDED
	DAS - SURVEY	LS	1.00	\$ -	LS	INCLUDED
	FIBER CONDUIT	LS	1.00	\$ -	LS	INCLUDED
	SUB PRECONSTRUCTION	LS	1.00	\$ -	LS	INCLUDED
	SUB GENERAL CONDITIONS	LS	1.00	\$ -	LS	INCLUDED
	<b>SUBTOTAL- ELECTRICAL</b>					\$ 2,394,663
<b>260000</b>	<b>ELECTRICAL - TOTALS</b>					\$ 2,394,663
				<b>COST PER SF</b>		\$ 40.97

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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
<b>27/280000 SPECIAL SYSTEMS</b>				
<b>271000 COMMUNICATIONS &amp; DATA SYSTEMS</b>				
COMMUNICATIONS WIRING - OUTLETS & WAPS	LS	1.00	\$ -	851,711
<b>SUBTOTAL- COMMUNICATIONS &amp; DATA SYSTEMS</b>			\$	851,711
<b>274000 LV SYSTEMS</b>				
CLOCKS & INTERCOM	LS	1.00	\$ -	INCLUDED
ACCESS CONTROL AND CAMERAS	LS	1.00	\$ -	INCLUDED
DAS SYSTEM	LS	1.00	\$ -	INCLUDED
CALSSROOM A/V	LS	1.00	\$ -	INCLUDED
<b>SUBTOTAL- LV SYSTEMS</b>			\$	-
<b>27/280000 SPECIAL SYSTEMS - TOTALS</b>			\$	851,711
			COST PER SF	14.57

FCI Cost Worksheet

July 7, 2020

Project: LAKE COUNTY SCHOOL DISTRICT  
WEST PARK ELEMENTARY SCHOOL

GMP ESTIMATE

SF 58,451

BASE BID

DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
<b>312000</b>	<b>EARTH MOVING</b>				
<b>312000</b>	<b>SITE PREPARATION</b>				
	PERIMETER SILT FENCING	LF	4,000.00	\$ 2.75	11,000
	SOIL/EROSION CONTROL/HAYBALES	LS	1.00	\$ 2,700.00	2,700
	STONE TRACKING PAD	SF	2,000.00	\$ 2.50	5,000
	DUST CONTROL	DY	65.00	\$ 120.00	7,800
	<i>INSTALL/REMOVE/MAINTAIN ONSITE</i>				
	<b>SUBTOTAL- SITE PREPARATION</b>				<b>\$ 26,500</b>
<b>312300</b>	<b>MASS EXCAVATION &amp; SITE GRADING</b>				
	<b>SCHOFIELD</b>				
	MOBILIZATION	LS	1.00	\$ -	1,376,887
	FINAL SCOPE ADJUSTMENT	LS	1.00	\$ -	2,893
	INITIAL SURVEY	LS	1.00	\$ 40,000.00	40,000
	STRIP/STOCKPILE TOPSOIL-ON SITE - 6" TH	CY	3,761.00	\$ -	INCLUDED
	DISPOSE EXCESS/UNSUITABLE MATERIAL- OFFSITE	CY	3,761.00	\$ -	INCLUDED
	MASS GRADING CUT/FILL - PHASE 1	CY	5,428.00	\$ -	INCLUDED
	<i>CUT = 7316 CY FILL = 12564, IMPORT 5428</i>				
	<i>CUT = 12430 CY FILL = 383CY, EXPORT = 12074</i>				
	MASS GRADING CUT/FILL - PHASE 2	CY	12,074.00	\$ -	INCLUDED
	IMPORTED CLEAN CAP MATERIAL	CY	3,567.00	\$ -	INCLUDED
	SCARIFY/RECOMPACT UNDER SIDEWALKS	SY	5915.00	\$ -	INCLUDED
	SCARIFY/RECOMPACT UNDER ASPHALT	SY	11056.11	\$ -	INCLUDED
	SCARIFY/RECOMPACT UNDER CURB & GUTTER	SY	2647.11	\$ -	INCLUDED
	SCARIFY/RECOMPACT UNDER CROSS PANS & FILLETS	SY	136.33	\$ -	INCLUDED
	CONCRETE WASH OUT	EA	1.00	\$ 1,200.00	1,200
	CONTAMINATED SOIL PPE & FACILITES	LS	-	\$ 200,000.00	-
	WASHDOWN FACILITY	LS	1.00	\$ 50,000.00	50,000
	TEMP BARRICADES/ MAINT OF TRAFFIC	LS	1.00	\$ 6,000.00	6,000
	UTILITY POT HOLDING	LS	1.00	\$ 8,000.00	8,000
	<i>ALLOW</i>				
	<b>SUBTOTAL- MASS EXCAVATION &amp; GRADING</b>				<b>\$ 1,484,780</b>
<b>312000</b>	<b>EARTHMOVING - TOTALS</b>				<b>\$ 1,511,280</b>



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DESCRIPTION		UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL	
310000	EARTHWORK (BUILDING)						
312000	EXCAV. & BACKFILL & COMPACT	<i>SCHOFIELD</i>					
	FOUNDATION EXCAVATION	<i>EXT FOUNDATIONS</i>					
	CLASS 6 BASE COURSE STRUCTURAL FILL BELOW FOOTINGS - 6" TH MIN	CY	1,463.00	\$	-	CY	INCLUDED
	BUILDING SLAB SUBGRADE PREPARATION	CY	1,087.22	\$	-	CY	INCLUDED
	CLASS 6 BASE COURSE STRUCTURAL FILL BELOW SLAB - 6"	SY	6,666.67	\$	-	SY	INCLUDED
	UNDERSLAB VAPOR BARRIER - 15 MIL	CY	3,249.72	\$	-	CY	INCLUDED
		SF	58,495.00	\$	0.75	SF	\$ 43,871
	<b>TOTAL - EXCAVATION, BACKFILL &amp; COMPACT</b>						<b>\$ 43,871</b>
312010	FOUNDATION DRAINAGE SYSTEM						
	FOUNDATION DRAIN -4" PERF W/WASHED ROCK AND MIRAFI	LF	546.00	\$	-	LF	INCLUDED
	<b>TOTAL - FOUNDATION DRAINAGE SYSTEM</b>						<b>\$ -</b>
312100	OFF-GASSING MITIGATION	<i>SWAT ENVIROMENTAL</i>					
	RADON MITIGATION AND VENTING ACTIVATION	<i>EXCLUDED</i>					
		LS	1.00	\$	-	LS	\$ 53,073
		LS	1.00	\$	-	LS	EXCLUDED
	<b>TOTAL - OFF-GASSING MITIGATION</b>						<b>\$ 53,073</b>
310000	EARTHWORK (BUILDING) - TOTALS						<b>\$ 96,944</b>
					<b>COST PER SF</b>		<b>\$ 1.66</b>

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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL			TOTAL
<b>320000 EXTERIOR IMPROVEMENTS</b>							
<b>321100 PAVEMENT BASE MATERIAL</b>							
	<b>SCHOFIELD</b>						
BASE COURSE - 6" OF CLASS 6 ROAD BASE	CONC WALKS	CY	1,035.60	\$	-	CY	INCLUDED
BASE COURSE - 6" OF CLASS 6 ROAD BASE	OUTDOOR LEARNING	CY	69.53	\$	-	CY	INCLUDED
BASE COURSE - 6" OF CLASS 6 ROAD BASE	PIP SUB SLAB	CY	86.80	\$	-	CY	INCLUDED
BASE COURSE - 6" OF CLASS 6 ROAD BASE	CONCRETE PAVEMENT	CY	86.73	\$	-	CY	INCLUDED
BASE COURSE - 6" OF CLASS 6 ROAD BASE	CROSS PANS & FILLETS	CY	29.91	\$	-	CY	INCLUDED
BASE COURSE - 6" OF CLASS 6 ROAD BASE	ASPHALT	CY	2,148.64	\$	-	CY	INCLUDED
BASE COURSE - 14" OF CLASS 6 ROAD BASE	ADJOINING SITEWORK	CY	63.24	\$	66.00	CY	\$ 4,174
BASE COURSE - 14" OF CLASS 6 ROAD BASE	UTILITY PATCH	CY	46.31	\$	66.00	CY	\$ 3,057
<b>SUBTOTAL- PAVEMENT BASE MATERIAL</b>							<b>\$ 7,231</b>
<b>321200 ASPHALT PAVING</b>							
	<b>PMS</b>						
ASPHALT PAVING - 3" THK	LIGHT DUTY	TN	537.62	\$	-	TN	\$ 336,565
MATERIAL ESCATION FOR 2021 SEASON		LS	1.00	\$	10,000.00	LS	\$ 10,000
ASPHALT PAVING - 4" THK	MEDIUM DUTY	TN	184.80	\$	-	TN	INCLUDED
ASPHALT PAVING - 5" THK	HEAVY DUTY	TN	1,853.23	\$	-	TN	INCLUDED
FINE GRADE SUBGRADE	ASPHALT AREAS	SY	73,775.56	\$	-	SY	INCLUDED
SOIL STERILANT	1 APPLICATIONS- SUBGRADE	SY	73,775.56	\$	-	SY	INCLUDED
PAVEMENT PATCHING	ADJOINING SITEWORK	SF	2,846.00	\$	-	SF	INCLUDED
PAVEMENT PATCHING	UTILITY PATCH	SF	2,084.00	\$	7.00	SF	\$ 14,588
PAVEMENT LINE STRIPING		LS	1.00	\$	-	LS	\$ 19,575
SITE SIGNS- POST AND PANEL TRAFFIC CONTROL	ALLOW	EA	45.00	\$	-	EA	INCLUDED
<b>SUBTOTAL- ASPHALT PAVING</b>							<b>\$ 380,728</b>
<b>321300 CONCRETE SIDEWALKS</b>							
<b>CONCRETE WALKS- 6" THICK</b>							
	<b>RMS</b>						
CONCRETE TO SIDEWALKS		CY	898.33	\$	-	CY	INCLUDED
ADD FOR FIBER MESH REINFORCING		CY	898.33	\$	-	CY	INCLUDED
REBAR TO SIDEWALKS	N/A	TN	-	\$	-	TN	\$ -
ADD COLORED ADDITIVE TO MIX	EXCLUDED	CY	-	\$	-	CY	\$ -
FINE GRADE SUBGRADE		SF	46,200.00	\$	-	SF	INCLUDED
EDGE FORMS-6"		LF	4,609.00	\$	-	LF	INCLUDED
EDGE FORMS-MONO EDGE		SF	-	\$	-	SF	\$ -
EXPANSION JOINTS		LF	1,848.00	\$	-	LF	INCLUDED
SCORE JOINTS		LF	9,240.00	\$	-	LF	INCLUDED
FINISH SIDEWALKS		SF	46,200.00	\$	-	SF	INCLUDED
CURE & PROECT		SF	46,200.00	\$	-	SF	INCLUDED
<b>CONCRETE WALKS- 6" THICK</b>							
	<b>OUTDOOR LEARNING</b>						
CONCRETE TO SIDEWALKS		CY	60.84	\$	-	CY	INCLUDED
ADD FOR FIBER MESH REINFORCING		CY	60.84	\$	-	CY	INCLUDED
REBAR TO SIDEWALKS	N/A	TN	-	\$	-	TN	\$ -
ADD COLORED ADDITIVE TO MIX	EXCLUDED	CY	-	\$	-	CY	\$ -
FINE GRADE SUBGRADE		SF	3,129.00	\$	-	SF	INCLUDED
EDGE FORMS-6"		LF	327.00	\$	-	LF	INCLUDED
EDGE FORMS-MONO EDGE		SF	-	\$	-	SF	\$ -
EXPANSION JOINTS		LF	125.16	\$	-	LF	INCLUDED
SCORE JOINTS		LF	625.80	\$	-	LF	INCLUDED
FINISH SIDEWALKS		SF	3,129.00	\$	-	SF	INCLUDED
CURE & PROECT		SF	3,129.00	\$	-	SF	INCLUDED
<b>CONCRETE WALKS- 4" THICK</b>							
	<b>PIP SUB SLAB</b>						
CONCRETE TO SIDEWALKS		CY	75.95	\$	-	CY	INCLUDED
ADD FOR FIBER MESH REINFORCING		CY	75.95	\$	-	CY	INCLUDED
REBAR TO SIDEWALKS	N/A	TN	-	\$	-	TN	\$ -
ADD COLORED ADDITIVE TO MIX	EXCLUDED	CY	-	\$	-	CY	\$ -
FINE GRADE SUBGRADE		SF	3,906.00	\$	-	SF	INCLUDED
EDGE FORMS-4"		LF	-	\$	-	LF	\$ -
EDGE FORMS-MONO EDGE		SF	-	\$	-	SF	\$ -
EXPANSION JOINTS		LF	156.24	\$	-	LF	INCLUDED
SCORE JOINTS		LF	781.20	\$	-	LF	INCLUDED
FINISH SIDEWALKS		SF	3,906.00	\$	-	SF	INCLUDED
CURE & PROECT		SF	3,906.00	\$	-	SF	INCLUDED
<b>CONCRETE PAVEMENT- 7" THICK</b>							
	<b>N/A</b>						
CONCRETE TO SIDEWALKS		CY	88.49	\$	-	CY	INCLUDED
ADD FOR FIBER MESH REINFORCING		CY	88.49	\$	-	CY	INCLUDED
REBAR TO SIDEWALKS	N/A	TN	-	\$	-	TN	\$ -
ADD COLORED ADDITIVE TO MIX	EXCLUDED	CY	-	\$	-	CY	\$ -
FINE GRADE SUBGRADE		SF	3,903.00	\$	-	SF	INCLUDED
EDGE FORMS-6"		LF	791.00	\$	-	LF	INCLUDED
EDGE FORMS-MONO EDGE		SF	-	\$	-	SF	\$ -
EXPANSION JOINTS		LF	156.12	\$	-	LF	INCLUDED
SCORE JOINTS		LF	780.60	\$	-	LF	INCLUDED
FINISH SIDEWALKS		SF	3,903.00	\$	-	SF	INCLUDED
CURE & PROECT		SF	3,903.00	\$	-	SF	INCLUDED

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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL	
<b>CROSS PANS/FILLET-8" TH</b>					
CONCRETE TO SLABS ON GRADE	CY	35.07	\$	-	CY INCLUDED
ADD FOR FIBERMESH REINFORCING	CY	35.07	\$	-	CY INCLUDED
FINE GRADE SUBGRADE	SF	1,346.00	\$	-	SF INCLUDED
EDGE FORMS-8"	LF	380.00	\$	-	LF INCLUDED
REBAR TO CONCRETE PAVEMENT-#5@12" OC EW	TN	0.82	\$	-	TN INCLUDED
FINISH 8" CONCRETE PAVEMENT	SF	1,346.00	\$	-	SF INCLUDED
CURE & PROTECT CONC PAVEMENT	SF	1,346.00	\$	-	SF INCLUDED
<b>VALLEY PANS-12' WIDTH</b>					
CONCRETE TO VALLEY PANS	CY	18.37	\$	-	CY INCLUDED
ADD FOR FIBERMESH REINFORCING	CY	-	\$	-	CY \$ -
FINE GRADE SUBGRADE	SF	705.00	\$	-	SF INCLUDED
EDGE FORMS-8"	LF	142.00	\$	-	LF INCLUDED
REBAR TO CONCRETE PAVEMENT-#5@12" OC EW	TN	0.82	\$	-	TN INCLUDED
FINISH 8" VALLEY PANS	SF	705.00	\$	-	SF INCLUDED
CURE & PROTECT VALLEY PANS	SF	705.00	\$	-	SF INCLUDED
<b>VALLEY PANS-4' WIDTH</b>					
CONCRETE TO VALLEY PANS	CY	31.40	\$	-	CY INCLUDED
ADD FOR FIBERMESH REINFORCING	CY	-	\$	-	CY \$ -
FINE GRADE SUBGRADE	SF	1,205.00	\$	-	SF INCLUDED
EDGE FORMS-8"	LF	624.00	\$	-	LF INCLUDED
REBAR TO CONCRETE PAVEMENT-#5@12" OC EW	TN	0.82	\$	-	TN INCLUDED
FINISH 8" VALLEY PANS	SF	1,205.00	\$	-	SF INCLUDED
CURE & PROTECT VALLEY PANS	SF	1,205.00	\$	-	SF INCLUDED
<b>SUBTOTAL- SITE CONCRETE</b>				\$	-
<b>321600 CONCRETE CURBS</b>					
CONCRETE CURB & GUTTER	LF	3,226.00	\$	-	LF INCLUDED
MOUNTABLE CURB	LF	445.00	\$	-	LF INCLUDED
<b>SUBTOTAL- CONCRETE CURBS</b>				\$	-
<b>323200 RETAINING WALLS</b>					
<b>WALL FOOTINGS</b>					
FORM/STRIP WALL FOOTINGS	SF	248.00	\$	-	SF INCLUDED
SHEAR KEY TO WALL FOOTINGS	LF	124.00	\$	-	LF INCLUDED
REBAR TO WALL FOOTINGS	TN	0.59	\$	-	TN INCLUDED
CONCRETE TO WALL FOOTINGS	CY	14.70	\$	-	CY INCLUDED
<b>TALL WALLS 6'H AND ABOVE</b>					
FORM/STRIP WALLS	SF	1,968.00	\$	-	SF INCLUDED
FORM/STRIP SLAB SHELF	LF	-	\$	-	LF \$ -
SET EMBED ANGLES	LF	-	\$	-	LF \$ -
SHEAR KEYWAY-WALLS	LF	124.00	\$	-	LF INCLUDED
WATERSTOP-PVC BELL TYPE	LF	124.00	\$	-	LF INCLUDED
REBAR TO WALLS- 200#/CY	TN	3.78	\$	-	TN INCLUDED
POINT & PATCH WALLS	SF	984.00	\$	-	SF INCLUDED
CONCRETE TO WALLS	CY	37.80	\$	-	CY INCLUDED
<b>SUBTOTAL- RETAINING WALLS</b>				\$	-

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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL			
<b>320000 EXTERIOR IMPROVEMENTS</b>							
<b>323000 FENCING AND GATES</b>							
	CE FENCE COMPANY						
CHAIN-LINK FENCING - 72" H-GALVANIZED	LF	1,010.00	\$	-	LF	\$	90,900
CHAIN-LINK FENCING - 48" H-VINYL COATED	LF	535.00	\$	-	LF	INCLUDED	
CHAIN-LINK FENCING - 72" GATES	EA	2.00	\$	-	EA	INCLUDED	
CHAIN-LINK FENCING - 48" GATES	EA	2.00	\$	-	EA	INCLUDED	
<b>SUBTOTAL- FENCING &amp; GATES</b>						\$	<b>90,900</b>
<b>323300 MISCELLANEOUS SITE IMPROVEMENTS</b>							
SITE FURNITURE- BIKE RACKS	EA	8.00	\$	-	EA	\$	228,568
PIP PLAYGROUND SURFACE	SF	3,934.00	\$	-	SF	INCLUDED	
PIP PLAYGROUND SURFACE	SF	944.00	\$	-	SF	INCLUDED	
PLAYGROUND EQUIPMENT	LS	1.00	\$	-	LS	INCLUDED	
SHADE SHELTER	LS	1.00	\$	-	LS	INCLUDED	
SITE FURNITURE- BENCHES	EA	2.00	\$	-	EA	INCLUDED	
PLAYFIELD PAVEMENT MARKING	LS	1.00	\$	20,000.00	LS	\$	20,000
RETAINING WALL	LS	1.00	\$	10,000.00	LS	\$	10,000
STORAGE SHED	EA	4.00	\$	6,300.00	EA	\$	25,200
PAINTED GAME STRIPING	EA	1.00	\$	2,500.00	EA	\$	2,500
PLAYGROUND EQUIPMENT	LS	1.00	\$	-	LS	INCLUDED	
TRASH/RECYCLE RECEPTACLES	EA	2.00	\$	-	EA	INCLUDED	
<b>SUBTOTAL- MISC. SITE IMPROVEMENTS</b>						\$	<b>286,268</b>
<b>329000 LANDSCAPING &amp; IRRIGATION</b>							
IRRIGATED NATIVE SEED A	SF	176,712.00	\$	-	SF	\$	500,000
IRRIGATED NATIVE SEED B	SF	11,455.00	\$	-	SF	INCLUDED	
SOD FIELD	SF	31,851.00	\$	-	SF	INCLUDED	
ROCK MULCH	SF	3,236.00	\$	-	SF	INCLUDED	
PLANTING BEDS	SF	2,612.00	\$	-	SF	INCLUDED	
MOW BAND	LF	673.00	\$	-	LF	INCLUDED	
EVERGREEN TREES	EA	42.00	\$	-	EA	INCLUDED	
DECIDUOUS TREES	EA	25.00	\$	-	EA	INCLUDED	
BOULDERS	EA	102.00	\$	-	EA	INCLUDED	
BOULDERS	LS	1.00	\$	25,000.00	LS	\$	25,000
IRRIGATION	SF	222,630.00	\$	-	SF	INCLUDED	
<b>SUBTOTAL- LANDSCAPING &amp; IRRIGATION</b>						\$	<b>525,000</b>
<b>320000 EXTERIOR IMPROVEMENTS - TOTALS</b>						\$	<b>1,290,127</b>

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DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL	STATUS	TOTAL
<b>330000 UTILITIES</b>						
<b>331000 WATER SERVICE</b>	<i>SCHOFIELD</i>					
DOMESTIC/FIRE WATER LINES 10"	LF	1,375.00	\$ -		LF INCLUDED	
DOMESTIC/FIRE WATER LINES 6"	LF	382.00	\$ -		LF INCLUDED	
DOMESTIC/FIRE WATER LINES 3"	LF	55.00	\$ -		LF INCLUDED	
FIRE RISER	EA	1.00	\$ -		EA INCLUDED	
DOMESTIC RISER	EA	1.00	\$ -		EA INCLUDED	
WET TAP	EA	2.00	\$ -		EA INCLUDED	
FIRE HYDRANTS	EA	3.00	\$ -		EA INCLUDED	
BULK WATER STATION	EA	1.00	\$ 50,000.00		EA \$	50,000
<b>SUBTOTAL- WATER SERVICE</b>					\$	50,000
<b>333000 SANITARY SEWER</b>	<i>SCHOFIELD</i>					
SANITARY SEWER - 4"	LF	87.00	\$ -		LF INCLUDED	
SANITARY SEWER - 6"	LF	681.00	\$ -		LF INCLUDED	
SANITARY SEWER - 6" <i>TEMP LINE</i>	LF	325.00	\$ -		LF INCLUDED	
SANITARY MANHOLES	EA	1.00	\$ -		EA INCLUDED	
SANITARY TIE-INS	EA	2.00	\$ -		EA INCLUDED	
GREASE TRAP	EA	1.00	\$ -		EA INCLUDED	
<b>SUBTOTAL- SANITARY SEWER</b>					\$	-
<b>334000 STORM SEWER</b>	<i>SCHOFIELD</i>					
STORM DRAIN PIPING-15" DIA RCP	LF	566.00	\$ -		LF INCLUDED	
STORM DRAIN PIPING-12" DIA ADS	LF	342.00	\$ -		LF INCLUDED	
STORM DRAIN PIPING-8" DIA ADS	LF	186.00	\$ -		LF INCLUDED	
STORM DRAIN PIPING-6" DIA ADS	LF	498.00	\$ -		LF INCLUDED	
STORM DRAIN PIPING-4" DIA ADS	LF	61.00	\$ -		LF INCLUDED	
STORM SEWER MANHOLES	EA	3.00	\$ -		EA INCLUDED	
STORM INLET STRUCTURES	EA	5.00	\$ -		EA INCLUDED	
<b>SUBTOTAL- STORM SEWER</b>					\$	-
<b>335100 UTILITY TRENCHING</b>						
TRENCH & BACKFILL FOR ELEC, COMM, & GAS	LS	1.00	\$ 20,000.00		LS \$	20,000
<b>SUBTOTAL- NATURAL GAS SERVICE</b>					\$	20,000
<b>330000 UTILITIES - TOTALS</b>					\$	70,000

### General Clarifications

- This estimate is based on:
  - Drawings and Project Manual prepared by Hord Coplan Macht titled Contract Documents dated 5/21/2020:
    - Addendum #1 dated 6/9/2020
    - Addendum #2 dated 6/11/2020
- Project Schedule:
  - Construction underway as of May 4, 2020
  - Turnover of School – 7/28/2021
  - Owner Move In – 7/29/2021
- Labor is included to provide limited selective demolition scope prior to abatement within the existing building.
- An Budget for winter protection of concrete and masonry are included.
- An Budget for interior temporary heat and winter protection are included.
- An allowance for winter installation of the roofing system is included.
- The allowance for contaminated soils has been reduced to \$50,000.
- Interior handrails are included as stainless steel.
- Exterior handrails are included as primed and painted steel.
- WD-3 is included red oak veneered plywood per the finish legend on A-140.
- WD-4, 9Wood, is included at ceiling and wall locations per the finish legend on a-140.
- Protection board is excluded on exterior side of foundation where foundation insulation is provided.
  
- A passive radon mitigation system is included. Fans and activation are not included and are assumed to be contracted directly by Owner after construction is complete if required.
- The exterior sheathing is included as Tremco Exoair 430 with treated joints. A fluid applied membrane air barrier is not included.
- Roofing assembly R-2 as shown on A-512 details screws not penetrating the deck. Concealed screws are excluded. Further coordination required for decking and concealed screws.
- Roof coping is included as standard shop bent coping material, not per specification.
- An Budget is included for metal wall panels at the Mechanical Mezzanine as a product was not provided on the drawings.
- An allowance for a floor door is included. However, none were shown on the drawings.

- An allowance for two automatic door operators is included. However, none were found within the hardware schedule.
- Exterior fence posts are included at 8'OC.
- Painting of mechanical systems as specified with div 220500 and 230500 is not included. Only Exposed mechanical in public spaces per architectural drawings is included.
- Gas meter and main building regulator are assumed to be purchased by owner and install by utility.
- The following items are considered Owner's Costs and are not included.
  - Hazardous material abatement.
  - Testing and inspection fees.
  - Owner administrative costs or fees.
  - Utility connection/tap fees.
  - Impact fees.
  - Legal fees or expenses.
  - The supply and installation of new F. F. & E. items (Furniture, Fixtures, and Equipment) unless noted on the plans or estimate document.
  - Artwork or exhibits.
  - Owner's Contingency.
  - Telephone/data equipment (telephone switching, handsets, PBX units, computers, network servers, printers, scanners, etc.).

**End of Clarifications and Assumptions**

**RESOLUTION NO. 21-03**

**BE IT RESOLVED THAT**, the Board of Education of Lake County School District R-1 authorizes an increase in the 2020-202 Funds as follows:

**Grants Fund 22**

SAFER Grant- School access for emergency response (new acquisition)	\$398,671.00
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<b>Total \$</b>	<b>\$398,671.00</b>
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Rod Weston, Secretary

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Eudelia Contreras, President

Dated: August 11, 2020



## West Park Elementary Project Progress Update #8 August 11<sup>th</sup>, 2020

### Overall Schedule

- Design: Fall 2019 – Summer 2020
- Construction: Summer 2020 – Fall/Winter 2021

### Overall Budget

Total Budget	Amount Committed	Spent to Date	Est. Local Expenditures
\$34,676,114	\$28,621,945	\$3,219,582	\$29,659

### Team

- Owners Rep – Dynamic Program Management (DPM)
- Architect – Hord Coplan Macht (HCM)
- Construction Contractor – FCI Constructors
- Commissioning Agent – PCD Engineering
- Environmental Consultant – Weecycle Environmental
- Abatement Contractor - Earth Services & Abatement
- Construction Material & 3<sup>rd</sup> Party Testing – Ground Engineering
- Traffic Consultant – McDowell Engineering
- Furniture, Fixtures, & Equipment Procurement – *In Procurement*

### Recently Completed

- **Design**
  - o 6/23/2020 – Foundation Permit Released
  - o Mechanical Engineer incorporated an HVAC design into the project that does not recirculate air through the system, fresh air is brought in from outside. This system helps avoid recirculating any moisture droplets that could potentially carry a virus.
- **Budget**
  - o 7/13/2020 - CC-06 #8 submitted for payment
  - o 7/29/2020 – FCI's GMP executed
  - o 8/5/2020 - CC-06 #9 submitted for payment
- **Construction**
  - o FCI roughed in dry utilities
  - o FCI prepped for curb and gutter
  - o FCI formed and poured walls for Areas A & B

## In Progress

- **Procurement**
  - o FF&E – facilitated by HCM & DPM, proposals due 8/14/2020
- **Design**
  - o State Building Permit Review
  - o Coordination with utility providers and local AHJs
- **Budget**
  - o Exec Comm reviewing Add Alternates
- **Construction**
  - o Workers following County and State COVID-19 Requirements to maintain a safe site
  - o Site curb and gutter form and pour
  - o Backfilling foundations
  - o Underground plumbing and electrical

## Upcoming

- **Procurement**
  - o Technology – facilitated by LCSD & DPM
  - o Moving Company – facilitated by DPM (for summer 2021)
- **Design**
  - o Decision from BEST Board regarding additional PK classroom space
  - o Building Permit Release
- **Abatement**
  - o Abatement of existing West Park Elementary School Facility to occur summer 2021

### **PHOTOS**

*On following page*



7/7/2020 – Foundation Formwork



7/7/20 – Site Work

**TOPIC: BUDGET UPDATE – COVID FUNDS**

ESSER and Coronavirus Relief Fund (CRF) Expenditures

On Friday, March 27, 2020, the U.S. Congress passed the CARES Act, which was signed into law.

The relief package provided funding via two main funding sources, the Elementary and Secondary School Emergency Relief Fund (ESSER Fund), the Governor's Emergency Education Relief Fund (GEER Fund). On May 18, Gov. Polis signed Executive Order which directed the transfer of \$510 million from the State of Colorado's CARES Act Coronavirus Relief Fund to the Colorado Department of Education to be awarded to school districts, the Charter School Institute, the Colorado School for the Deaf and the Blind and facility schools on a per pupil basis.

Lake Count School District CARES Act funds are as follows:

ESSER Total Allocation - \$189,618

ESSER Committed Funds - \$189,618

CRF Total Allocation - \$744,071

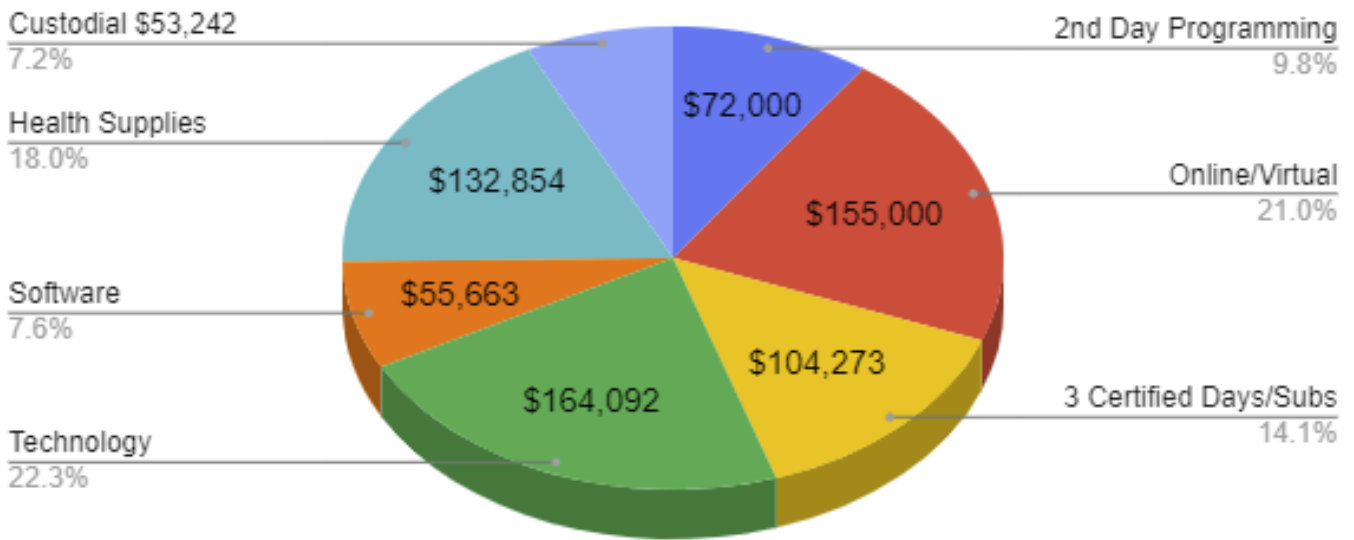
CRF Committed Funds - \$510,241 estimate

The following charts show expenditures broken down into several categories for each of the two funds. There are over \$230,000 in anticipated CRF expenditures currently projected that are estimated. The numbers presented provide a snapshot of anticipated spend, but are not final, as adjustments are being made on a daily basis.



## CRF Expenditures

\$744,071 total allocation



Lake County School District  
328 West 5<sup>th</sup> Street, Leadville, Colorado 80461 | 719.486.6800  
[www.lakecountyschools.net](http://www.lakecountyschools.net)

Lake County High School  
1000 West 4<sup>th</sup> Street  
Leadville, Colorado 80461  
719.486.6950

Lake County Intermediate School  
1000 West 6<sup>th</sup> Street  
Leadville, Colorado 80461  
719.486.6830

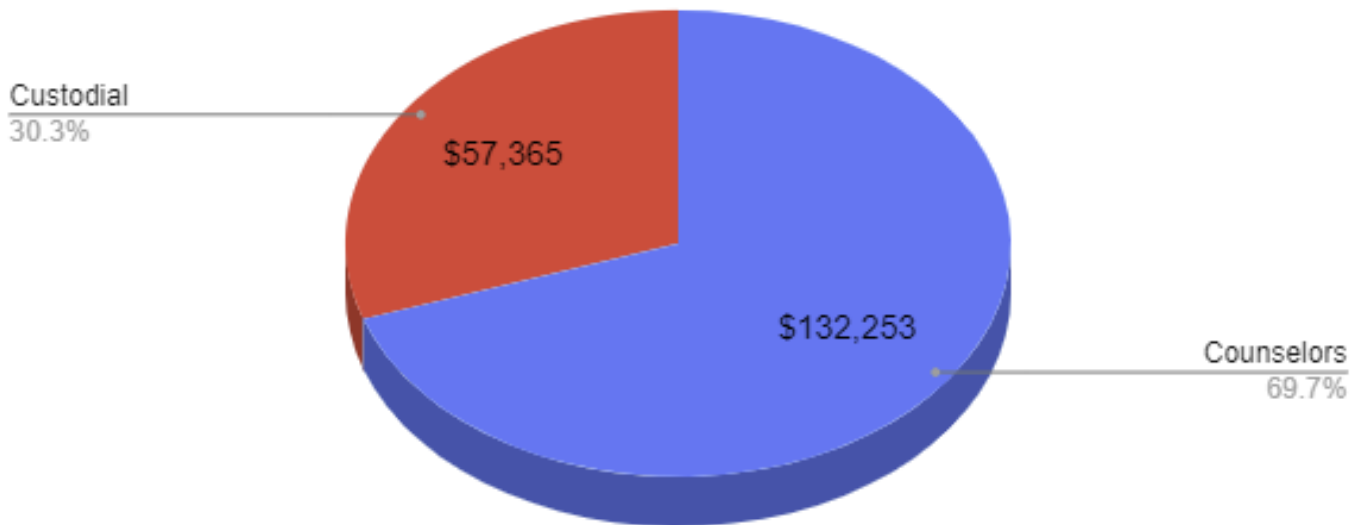
West Park Elementary School  
130 West 12<sup>th</sup> Street  
Leadville, Colorado 80461  
719.486.6890

The Center Early Childhood Programs  
315 West 6<sup>th</sup> Street  
Leadville, Colorado 80461  
719.486.6920



## ESSER Expenditures

\$189,618 total allocation



## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into as of this 11<sup>th</sup> day of August, 2020, between Lake County School District R-1, a public school district and political subdivision of the State of Colorado ("District") and Morning Star Child Care d/b/a Bright Start Learning Center, a Colorado nonprofit corporation ("BSLC").

### RECITALS

WHEREAS, District is the owner of certain real property and improvements situated in Lake County, Colorado and located at 328 West 5<sup>th</sup> Street, Leadville, Colorado 80461, on which is located the District's administrative office (the "Property"); and

WHEREAS, BSLC is a childcare facility for children ages 1-5 that serves the Lake County community; and

WHEREAS, BSLC desires to lease space within the Property for the operation of its program for the 2020-2021 school year; and

WHEREAS, the District desires to lease space within the Property subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and BSLC agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.
2. Definitions. The following capitalized terms used in this Agreement have the following meanings:
  - a. "Building" means the District's administrative office building located on the Property.
  - b. "Building Rules and Regulations" means the rules and regulations for the Building set forth in "Exhibit B", attached hereto and incorporated herein by this reference, as amended from time to time. The term "Tenant" as used in the Building Rules and Regulations shall refer to BSLC. If there is a conflict between the Building Rules and Regulations and this Agreement, this Agreement shall control.
  - c. "Common Areas" means the entrances, exists, driveways, curbs, walkways, hallways, parking areas, landscaped areas, restrooms, and like areas or facilities

which are located on the Property and in the Building, and which are designated by the District from time to time as areas or facilities available for the nonexclusive use in common by BSLC, its officers, employees, agents, and invitees.

- d. "Premises" means the areas (two rooms, a cubicle, and a courtyard) depicted on "Exhibit A", attached hereto and incorporated herein by this reference, consisting of approximately 11,000 square feet.
- e. "Property" means the real property located at 328 West 5<sup>th</sup> Street, Leadville, Colorado 80461.

3. Lease. District hereby leases to BSLC, and BSLC hereby leases from District, the Premises for the term of this Agreement.

4. Term. Subject to earlier termination as provided herein, the term of this Agreement shall commence on 12:01 a.m. on August 15, 2020 and shall end at 11:59 p.m. on June 30, 2021 (the "Term").

5. Rent. In consideration for the Lease of the Premises and other rights under this Agreement, BSLC shall pay to District base rent in the amount of \$500.00 per month ("Base Rent"), which shall be payable in advance, without offset, deduction, or abatement, on the first day of each month during the Term. BSLC's obligation to pay Base Rent shall be prorated at the commencement of the Term. Base Rent shall be paid to District at the address set forth for District in Section 31 of this Agreement, or at such other place as District may designate from time to time.

6. Quiet Enjoyment. District covenants and agrees that, provided BSLC is not in default of and keeps, observes, and performs BSLC's covenants and agreements contained in this Agreement, BSLC shall have quiet and peaceable possession of the Premises, and such possession and right use shall not be unreasonably disturbed or interfered with by District.

7. Use. BSLC shall use the Premises for the purpose of operating a childcare facility for children ages 1-5 and for no other purpose. BSLC shall comply with (i) applicable federal, state, and local law, (ii) District building and use polices as adopted by its Board of Education or Superintendent of Schools and amended from time to time, and (iii) Building Rules and Regulations. In addition, BSLC shall (x) develop and administer a secure entry system to permit parent entry into the Building in accordance with applicable law, (y) develop and administer a system for ensuring that adults and children do not use the Building restrooms at the same time in accordance with applicable law, and (z) monitor its students in the Common Areas at all times.

8. Right to Use Common Areas. District grants BSLC and its employees, agents, and invitees, the non-exclusive right, together with all other occupants of the Building and their employees, agents, and invitees, to use the Common Area during the Term, subject to applicable laws and Building Rules and Regulations. BSLC may install up to two (2) refrigerators in the lounge/breakroom that shall be for the exclusive use of BSLC and its employees, agents, and invitees.



9. Acceptance of Present Condition. BSLC has inspected the Premises and accepts the same in the present condition. Taking possession of the Premises by BSLC shall be conclusive evidence as against BSLC that the Premises were in good and satisfactory condition when possession was delivered to BSLC.

10. Utilities. District shall not be liable for any personal injury or any property damage resulting from the negligent operation or faulty installation of utility services provided for use on the Premises, nor shall District be liable for any injury or damage suffered by BSLC as a result of the failure to make necessary repairs to the utility facilities. BSLC shall be liable for any injury or damages, including freezing, stoppage, or blockage, to the equipment or service lines of the utility suppliers that are located on the Premises or the Property resulting from the negligent or willful acts of BSLC, or its officers, employees, agents, or invitees.

11. Taxes. The Property is currently tax exempt. To the extent BSLC's permitted use may not be tax exempt, BSLC agrees to pay Lake County (or any other applicable taxing authority) its share of taxes imposed and applicable to such use.

12. Alterations or Improvements.

- a. BSLC, at BSLC's sole cost and expense, shall install (i) a door access control system for the Building that is acceptable to the District in District's sole discretion, (ii) a sink in Room 14 of the Premises, and (iii) a shed in the courtyard of the Premises (the "BSLC Improvements"). BSLC shall install the BSLC Improvements in a good and workmanlike manner using licensed and bonded contractors acceptable to the District. BSLC shall coordinate with the District to install the BSLC Improvements at a time and in a manner that does not interfere with the District's operations at the Property.
- b. Except as set forth in this Section 12(a), BSLC shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of District. Any alterations, additions or improvements to the Premises, if approved by District, shall at once become a part of the realty and belong to District and shall be surrendered with the Premises. Any alterations, additions, or improvements shall be at BSLC's sole cost and expense and in compliance with the applicable law and shall be performed by a licensed and bonded contractor first approved by District.

13. Assignment and Sublease. BSLC shall not sublet the Premises or any part thereof, or assign this Agreement, or any part hereof, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion.

14. Maintenance, Repair and Snow Removal. BSLC shall, at BSLC's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. All maintenance and repair of the Premises, including normal and minor maintenance repair and major maintenance and repair of any feature or improvement constructed by BSLC shall be the full responsibility of BSLC. BSLC, at BSLC's

sole expense, shall provide snow removal for the courtyard within the Premises. District, at District's expense, shall provide snow removal for Common Areas.

15. Cleaning. During the term, BSLC will, at its sole expense, keep the Premises in a neat, clean, and sanitary condition, including, but not limited to, daily disposal of soiled diapers and related waste in the Property dumpster. District, at District expense, shall furnish BSLC with reasonable janitorial services during the week, except when the Building is closed.

16. Surrender of Property. BSLC, at BSLC's sole cost and expense, shall, at the termination or expiration of this Agreement, surrender and deliver the Premises in good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear and tear excepted. Except as otherwise provided in writing by District, BSLC's obligations under this Section 16 include, but are not limited to, removing and disposing of all improvements constructed on the Premises. Such removal and disposal shall be in accordance with applicable law. If BSLC fails to comply with Section 16, District may (i) remove all improvements and BSLC real and personal property from the Premises and store the same in a public warehouse or elsewhere at BSLC's expense, (ii) deem all such improvements and property to be abandoned, and, in such event, District may dispose of such improvements and property at BSLC's expense, free from any claim by BSLC or anyone claiming by, through or under BSLC, and (iii) exercise any and all other remedies hereunder, at law and in equity all of which such remedies shall be cumulative and not exclusive. The provisions of this Section 16 and the BSLC's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

17. Access to Premises. BSLC shall permit District, its agents, employees and contractors to have access to and enter the Premises at all reasonable and necessary times to inspect the Premises for any purpose connected with the repair, improvement, care and management of the Premises, or for any other purpose reasonable connected with District's interest in the Premises.

18. Liens. BSLC shall not permit the creation of any type of lien upon the Premises, including, but not limited to a mechanic's or material men's lien. The indemnification provisions of this Agreement shall apply to any such lien. If, because of any act or omission of BSLC, and resulting from BSLC's work on the Premises, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or the Property, BSLC shall, at its own cost and expense, cause the same discharged of record or bonded within thirty (30) days from filing of such lien.

19. Non-Discrimination; Compliance with Applicable Laws. BSLC agrees that it shall not discriminate against any person because of race, color, creed, sex, sexual orientation, religion, national origin, or disability in its use of the Premises. BSLC shall further comply with all applicable federal, state, and local laws, rules, and regulations. Without limiting the generality of the foregoing, BSLC shall comply as applicable with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq (Public Law 101 – 336), and all applicable regulations promulgated thereunder by any regulatory agency. The indemnification and termination provisions of this lease shall apply with respect to BSLC failure to comply with all applicable laws or regulations.

20. Damage to Property. In the event the Premises is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or willful misconduct of BSLC, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued or that may survive hereunder. Should a portion of the Premises be rendered uninhabitable, District shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as soon as practicable, after which the Agreement will continue according to its terms. Notwithstanding anything herein to the contrary, District shall have no obligation to repair damage to BSLC's improvements.

21. BSLC Default. BSLC shall be in default of this Agreement if BSLC fails to fulfill any obligation or duty prescribed by this Agreement. Subject to any governing provisions of law to the contrary, if BSLC fails to cure the default within 30 days of the written notice, said default shall be deemed a material breach of this Agreement and may be grounds for eviction or other legal action to regain possession and recover any damages incurred by District due to BSLC's default. In the alternative, District may elect to cure any default and recover the cost of such action from BSLC. BSLC shall pay all costs, including, if applicable, utility disconnect and reconnect fees, damages, and expenses suffered by District by reason of BSLC's default.

22. District's Remedies Upon Default. If BSLC is in default under this Agreement, District shall have all of the remedies provided for in such circumstances by Colorado law, including without limitation, the right to terminate this Agreement by written notice to BSLC, in which event BSLC shall immediately surrender the Premises to District and, if BSLC fails to do so, District may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or evict BSLC and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for any claim for damages therefor.

23. Holdover by BSLC. Should BSLC remain in possession of the Premises with the consent of District after the natural expiration of this Agreement, a new tenancy from month to month shall be created between District and BSLC which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days' written notice served by either District or BSLC on the other party.

24. Surrender of the Property. At the expiration or termination of this Agreement, BSLC shall quit and surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear thereof and damages to the exterior by elements excepted.

25. Insurance. BSLC covenants and agrees to obtain and keep in full force and effect during the Term, and to pay the premiums and costs for, the types and kinds of insurance set forth in this Section 25.

- a. BSLC shall procure and maintain property insurance on an "all risk" basis (including sprinkler leakage, if applicable) for the full replacement cost of all additions, improvements and alterations to the Premises made by BSLC and of all office equipment, furniture, trade fixtures, merchandise and all other items of

BSLC's property on the Premises. BSLC agrees to have such insurance policies endorsed to provide for a waiver of subrogation against District by the insurance carrier.

- b. BSLC shall procure and maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the Property, including contractual liability insuring the indemnification provisions contained in this lease, naming District as an additional insured, such insurance to afford protection to the limit of not less than one million dollars
- c. BSLC shall procure and maintain worker's compensation insurance as required to meet the applicable laws of the State of Colorado, and employer's liability insurance.
- d. BSLC covenants and agrees to obtain such other form or forms of insurance as BSLC or District may reasonably require from time to time in form, in amounts and for insurance risks as District may reasonably require.
- e. Except as otherwise approved in writing by District, all insurance obtained by BSLC shall be with insurance companies licensed to do business in Colorado, with an A.M. Best's rating of "A" or better and approved by District, which approval shall not be unreasonably withheld; shall name District as additional insured on the commercial general liability, automobile liability, and builder's risk policies; shall contain a waiver of rights of subrogation as between BSLC and District; and shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon thirty (30) days' prior written notice to District. Certificates of insurance and required endorsements obtained by BSLC shall be delivered to District upon BSLC's occupancy of the Premises and thereafter upon each renewal date of BSLC's insurance. Within ten (10) days after District's written request therefor, BSLC shall provide District with copies of all policies of insurance and endorsements required of BSLC pursuant to this Section 25.
- f. Before commencing work on approved improvements, BSLC and BSLC's contractors, at BSLC's sole cost and expense, shall obtain and maintain or cause to be obtained and maintained worker's compensation insurance covering all persons employed in connection with the work, and shall obtain liability insurance covering any loss or damage to persons or property arising in connection with any such improvements and such other insurance or bonds as District may reasonably require (all of which shall conform to the provisions of Section 25) and shall produce documentation of such within ten (10) days upon request by District.

26. No Waiver of Government Immunity. The parties hereto understand and agree that District is relying on, and does not waive or intent to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq. C.R.S., as from time to time amend or any other limitation or defense otherwise available to District, its officers, or its employees.

27. Indemnification. BSLC shall indemnify and hold harmless District, its directors, employees, and agents from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that occur on the Premises or Property and arise out of or are in any manner connected with BSLC's occupancy of the Premises or use of the Property pursuant to this Agreement. BSLC agrees to investigate, handle, repost to, and provide defense for and defend against any such liability, claim, or demand at the sole expense of BSLC. BSLC also agrees to bear all other reasonable costs and expenses related thereto, including court costs and attorney's fees, except as otherwise provided herein.

28. Non-liability of District. BSLC releases District and its directors, employees, and, agents, from any and all liability for any injury or damage to BSLC, or to BSLC's property located on or about the Premises, resulting from any cause whatsoever, except injury or damage resulting from the gross negligence or willful act of District or its directors, employees, and agents.

29. Abandonment. If, at any time during the term of this Agreement, BSLC abandons the Premises, District may, at its options, and with or without terminating this Agreement, enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to BSLC for damages or for any payment of any kind whatsoever, and may, at District's discretion, retake possession and make sure changes and repair as may be required, relet the Premises for the whole or any apart of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at District' option, hold BSLC liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, and the net rent for such period realized by District by means of such reletting, less all expenses of such changes and repairs.

30. Attorney's Fees. BSLC shall pay all reasonable attorneys' fees and costs on behalf of District if any action brought by District results in a final court ruling or stipulated settlement in favor of District.

31. Notices. In every case where notice is required or permitted in this Agreement, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other addresses as shall be given in writing by one party to the other according to the provisions hereof.

If to BSLC:

WE NEED YOUR ADDRESS

If to District:

Lake County School District R-1  
Attn: Superintendent  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

32. Time of Essence. Time is of the essence of this Agreement.
33. No Partnership Created. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or constructed to create, a joint venture, partnership, or other similar relationship between the parties.
34. Third Parties. This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party any right to claim damages or to bring suit, action or other process against the parties because of any breach hereof or because of any of the terms, covenants, agreement and conditions herein.
35. Complete Agreement. It is understood and agreed that this Agreement contains the complete and final expression of the agreement between the parties as to the subject matter of this Lease and that there are no promises, representations, or inducements except as are herein set forth.
36. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Agreement are not permitted.
37. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado without regard to its conflict of laws rules. The parties agree to the jurisdiction and venue of the courts of Lake County, Colorado in connection with any dispute arising out of or in any matter connected with this Agreement.
38. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.
39. Section Headings. Section Headings are inserted for convenience only and in no way limit or define interpretation to be places upon this Agreement.
40. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.
41. No Recording. This Agreement MAY NOT be recorded in the real property records.
42. Survival of indemnity Obligations. All indemnity obligations provided for in this Agreement shall survive the expiration or termination of this Agreement and shall be fully enforceable for a reasonable and foreseeable time thereafter, notwithstanding the expiration or termination of this Agreement.

43. Binding Effect. Agreement shall be binding upon, and shall inure to the benefit of the parties, and their respective successors and permitted assigns.

[Signature Page Appears on Next Page]

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the day and year first above written.

LAKE COUNTY SCHOOL DISTRICT R-1

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ATTEST:

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MORNING STAR CHILD CARE D/B/A BRIGHT  
START LEARNING CENTER

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**EXHIBIT A**  
Premises



## **EXHIBIT B**

### **Building Rules and Regulations**

1. No sign, placard, picture, advertisement, lettering, name or notice (hereinafter collectively referred to as "sign") shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building, the Premises or the surrounding area without District's written consent which shall not be unreasonably withheld. If District gives such consent, District may regulate the manner of display of the sign. District shall have the right to remove any sign that has not been approved by District or is being displayed in a non-approved manner without notice to and at the expense of the Tenant. All approved signs shall be installed at the expense of Tenant by a person approved by District. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall that may appear unsightly from outside of Premises.

2. The sidewalks, paved area, exits and entrances shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. The paved areas, exits, entrances, and roof are not for the use of the general public and the District shall in all cases retain the right to control thereof and prevent access thereto by all persons whose presence in the judgment of the District shall be prejudicial to the safety, character, reputation and interests of the Building or its Tenants; provided, however, that nothing herein contained shall be construed to prevent access by persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees, invitees, contractors or subcontractors of any Tenant shall go upon the roof of the Building.

3. Tenant shall not alter any lock or install any new additional locks or any bolts on any door of the Premises without the written consent of District.

4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including without limitation diapers, flushable wipes, and feminine hygiene products, shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the Tenant who, or whose employees, agents, or invitees, shall have caused it.

5. Tenant shall not overload the floor of the Premises, shall not mark on or drive nails, screw or drill into the partitions, woodwork or plaster (except as may be incidental to the hanging of the wall decoration), and shall not in any way deface the Premises or any part thereof.

6. Tenant shall not use, keep, or permit to be used any food or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the District or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with the other Tenants or those having business in the Building. No animals or birds shall be brought in or kept in or about the Premises or the Building. No Tenant shall disturb neighboring Buildings or Premises, or those having business with such occupants, by the use of any musical instruments, radio, phonograph, unusual noise or in any other way. No Tenant shall throw

anything out of doors or down the passageways. No cooking shall be permitted by Tenant in the Premises.

7. Tenant shall not use or keep in the Premises, or the Building, any kerosene, gasoline or inflammable combustible fluid or material or use any method of heating or air conditioning other than that supplied by District.

8. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of District.

9. Tenant, upon termination of the tenancy, shall deliver to the District the keys to the Building, offices, rooms and toilet rooms which shall have been furnished and shall pay the District the cost of replacing any lost key or of changing the lock or locks opened by such lost key if District deems it necessary to make such change.

10. No Tenant shall affix to the floor of the Premises any linoleum, tile, carpet or other similar floor coverings except as approved by the District. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Tenant.

11. District reserves the right to exclude or expel from the Premises any person who, in the judgment of Landlord, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

13. Tenant agrees that it shall comply with all fire regulations that may be issued from time to time by District.

14. District reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in District's judgment, it is necessary, desirable or proper for the best interest of the Building or its Tenants.

15. Without the written consent of District, which shall not be unreasonably withheld, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address. Tenant shall not disturb, solicit, or canvas any occupant of the Building and shall cooperate to prevent same.

16. Tenant shall be entitled to use parking spaces during working hours. Tenant shall not park in driveways or loading areas nor reserved parking spaces of other tenants. District or its agents shall have the right to cause to be removed any car of Tenant, its employees or agents, that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless District, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle and for all expenses incurred by District in connection with such removal. Tenant will from time to time, upon request of District, supply District with a list of license plate numbers of vehicles owned and/or operated by its employees and agents. Tenant shall place and maintain blocks under any trailers parked in the parking facilities to protect the asphalt thereunder.

4830-5756-7175, v. 2

## Administrative Policies

CASB has updated Administrative policies in regards to the reopening of schools and Title IX.

These policies were adjusted after the policy audit that Wendy Wyman, Paul Anderson and Bunny have been working on.

The policies that are included are:

### Reopening Schools

Revised	JH	Student Absences and Excuses	Reopening Schools
Revised	JLCC	Communicable/Infectious Diseases	Reopening Schools
Revised	KI	Visitors to Schools	Reopening Schools

### Title IX

Revised	AC	Nondiscrimination/Equal Opportunity	Title IX
Revised	AC-E-1	Nondiscrimination/Equal Opportunity (Sample Notice)	Title IX
Revised	AC-E-2	Nondiscrimination/Equal Opportunity (Complaint Form)	Title IX
Revised	AC-R-1 (Option 1)	Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) - District employee as compliance officer	Title IX
New	AC-R-2	Sex-Based Discrimination and Sexual Harassment Investigation Procedures	Title IX
Revised	JBB	Sexual Harassment	Title IX
Revised	JII	Student Concerns, Complaints, and Grievances	Title IX

We have also worked with Kim Sheen, our school nurse, to updated the following policies to include permissions for students to self-carry medication for migraines/headaches. These were done after the policy audit.

JLCD and JLCD-R Redline versions are attached.

## Student Absences and Excuses

One criteria of a student's success in school is regular and punctual attendance. Frequent absences may lead to poor academic work, lack of social development, and possible academic failure. Regular attendance is of utmost importance for school interest, social adjustment, and scholastic achievement. No single factor may interfere with a student's progress more quickly than frequent tardiness or absence.

According to state law, it is the obligation of every parent/guardian to ensure that every child under his/her/their care and supervision receives adequate education and training and, if of compulsory attendance age, attends school.

Continuity in the learning process and social adaptation is seriously disrupted by excessive absences. In most situations, the work missed cannot be made up adequately. Students who have good attendance generally achieve higher grades, enjoy school more, and are more employable after leaving school. For at least these reasons, the Board believes that a student must satisfy two basic requirements in order to earn full class credit: (1) satisfy all academic requirements and (2) exhibit good attendance habits as stated in this policy.

### Excused absences

The following shall/will be considered excused absences:

1. A student who is temporarily ill or injured or whose absence is approved by the administrator of the school of attendance on a prearranged basis. Prearranged absences shall/will be approved for appointments or circumstances of a *serious nature only* which cannot be taken care of outside of school hours.
2. A student who is absent for an extended period due to a physical, disability or a mental or emotional disability, behavioral health disorder.
3. A student who is pursuing a work-study program under the supervision of the school.
4. A student who is attending any school-sponsored activity or activities of an educational nature with advance approval by the administration.
5. A student who is suspended or expelled.

As applicable, the district may require suitable proof regarding the above exceptions, including written statements from medical sources.

If a student is in out-of-home placement (as that term is defined by C.R.S. 22-32-138 (1)(h)), absences due to court appearances and participation in court-ordered activities

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~~shall~~ be excused. The student’s assigned social worker ~~shall~~must verify the student’s absence was for a court appearance or court-ordered activity.

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### Unexcused absences

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An unexcused absence is defined as an absence that is not covered by one of the foregoing exceptions. Each unexcused absence ~~shall~~ be entered on the student’s record. The parents/guardians of the student receiving an unexcused absence ~~shall~~ be notified orally or in writing by the district of the unexcused absence.

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In accordance with law, the district may impose appropriate penalties that relate directly to classes missed while unexcused. Penalties may include a warning, school detention, or in-school suspension. Academic penalties, out-of-school suspensions, or expulsion ~~shall~~ not be imposed for any unexcused absence.

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The administration ~~shall~~ develop procedures to implement appropriate penalties. The school administration ~~shall~~ consider the correlation between course failure, truancy, and a student dropping out of school in developing these procedures and ~~shall~~ implement research-based strategies to re-engage students with a high number of unexcused absences.]

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Students and parents/guardians may petition the Board of Education for exceptions to this policy provided that no exception ~~shall~~ be sustained if the student fails to abide by all requirements imposed by the Board as conditions for granting any such exception.

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The maximum number of unexcused absences a student may incur before judicial proceedings are initiated to enforce compulsory attendance is 10 days during any calendar year or school year.

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### Chronic absenteeism

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When a student has an excessive number of absences, these absences negatively impact the student’s academic success. For this reason, a student who has 15 total absences in a school year, whether the absences are excused or unexcused, may be identified as “chronically absent” by the principal or designee. Absences due to suspension or expulsion ~~shall~~ not be counted in the total number of absences considered for purposes of identifying a student as “chronically absent.”

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If a student is identified as “chronically absent,” the principal or designee ~~shall~~ develop a plan to improve the student’s attendance. The plan ~~shall~~ include best practices and research-based strategies to address the reasons for the student’s chronic absenteeism, including but not limited to academic support plan, safety plan, transportation plan, mental or physical health resources, and/or referrals, check ins with a trusted adult at school, regular conferencing with parents/guardians, or an attendance contract. When practicable, the student’s parent/guardian ~~shall~~ will participate in the development of the plan.

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Nothing herein shall require the principal or designee to identify a student as "chronically absent" prior to declaring the student as a "habitual truant" and pursuing court proceedings against the student and his or her parents/guardians to compel the student's attendance in accordance with state law.

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**Make-up work**

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Make-up work shall be provided for any class in which a student has an excused absence unless otherwise determined by the building administrator or unless the absence is due to the student's expulsion from school. It is the responsibility of the student to pick up any make-up assignments permitted on the day returning to class. There shall be 2 day(s) allowed for make-up work for each day of absence.

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Make-up work shall be allowed following an unexcused absence or following a student's suspension from school with the goal of providing the student an opportunity to keep up with the class and an incentive to attend school. This work may receive full or partial credit to the extent possible as determined by the building administrator.

Unless otherwise permitted by the building administrator, make-up work shall not be provided during a student's expulsion. Rather, the district shall offer alternative education services to the expelled student in accordance with state law. The district shall determine the amount of credit the expelled student will receive for work completed during any alternative education program.

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**Tardiness**

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Tardiness is defined as the appearance of a student without proper excuse after the scheduled time that a class begins. Because of the disruptive nature of tardiness and the detrimental effect upon the rights of the non-tardy student to uninterrupted learning, appropriate penalties may be imposed for excessive tardiness. Parents/guardians shall be notified of all penalties regarding tardiness.

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In an unavoidable situation, a student detained by another teacher or administrator shall not be considered tardy provided that the teacher or administrator gives the student a pass to enter the next class. Teachers shall honor passes presented in accordance with this policy. The provisions of this policy shall be applicable to all students in the district, including those above and below the age for compulsory attendance as required by law.

Adopted: August 2000  
Revised: January 2018  
Revised: August 2020

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LEGAL REFS.: C.R.S. 22-14-101 et seq. (dropout prevention and student re-engagement)





## Communicable/Infectious Diseases

The Board of Education recognizes that communicable diseases which may afflict students range from common childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as human immunodeficiency virus (HIV) infection. This school district shall rely on the advice of the medical community in assessing the risk of transmission of various communicable diseases to determine how best to protect the health of both students and staff. The risk of transmitting HIV/AIDS is extremely low in school settings when current guidelines and preventative measures are followed.

Management of common communicable diseases shall be in accordance with Colorado Department of Public Health and Environment or local public health department guidelines. A student who exhibits symptoms of a readily-transmissible communicable disease may be temporarily excluded from school attendance.

Students who complain of illness at school may be referred to the school nurse and may be sent home as soon as the parent/guardian or person designated on the student's emergency medical authorization form has been notified.

The district reserves the right to require a physician's statement authorizing the student's return to school.

In all proceedings related to this policy, the district shall respect the student's right to privacy.

When information is received by a staff member or volunteer that a student is afflicted with a serious, readily-transmissible disease, the staff member or volunteer shall promptly notify the school nurse or principal to determine appropriate measures to protect student and staff health and safety. The principal, after consultation with the student and parent/guardian, shall determine which additional staff members, if any, have need to know of the affected student's condition; and whether the Colorado Department of Public Health and Environment or the local public health department must be notified. Only those persons staff members with direct responsibility for the care of the student shall be informed of the specific nature of the condition if it is determined there is a need for such individuals to know this information.

The superintendent shall initiate procedures to ensure that all medical information will be held in strict confidence. Any school staff member who violates confidentiality shall be subject to appropriate disciplinary measures.

Adopted: August 2000  
Revised: August 2020

LEGAL REFS.: C.R.S. 22-33-104 (2)(a) (compulsory attendance law not applicable to a student who is temporarily ill and such absence is approved)

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C.R.S. 22-33-106 (2) *(grounds for suspension, expulsion and denial of admission)*

CROSS REFS.: EBBA, Prevention of Disease/Infection Transmission (Handling Body Fluids)

IC/ICA, School Year, School Calendar, Instructional Time

JLCA, Physical Examinations of Students

JLCE, First Aid and Emergency Medical Care

JRA/JRC, Student Records/Release of Information on Students

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Lake County School District R-1, Leadville, Colorado

## Nondiscrimination/Equal Opportunity

The district is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. The schools in the district are subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, marital status, national origin, religion, ancestry or need for special education services. Accordingly, no otherwise qualified student, employee, applicant for employment, or member of the public shall may be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any district program or activity on the basis of disability, race, creed, color, sex, sexual orientation, marital status, national origin, ancestry, creed, religion, sex (which includes marital status), sexual orientation (which includes transgender), disability ancestry, or need for special education services. Discrimination against employees and applicants for employment based on age, genetic information, and conditions related to pregnancy or childbirth is also prohibited in accordance with state and/or federal law.

For purposes of this policy, these term have the following meanings:

- "Race" includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.
- "Protective Hairstyle" includes such hairstyles as braids, locs, twists, tight coils or curls, cornrows, bantu knots, afros, and head wraps.
- "Sexual Orientation" means a person's orientation toward heterosexuality, homosexuality, bisexuality, or transgender status or another person's perception thereof.

This policy and supporting regulation shall(s) will be used to address all concerns regarding unlawful discrimination and harassment, except those. Alleged conduct regarding sex-based discrimination and sexual harassment which are addressed in other Board policies listed in this policy's cross references will follow the complaint and investigation procedures specific to this conduct.

In keeping with these statements, the following shall bear objectives of this school district:

1. To promote the rights and responsibilities of all individuals as set forth in the state and federal constitutions, pertinent legislation, and applicable judicial interpretations.
2. To encourage positive experiences in terms of human values for children and adults who have differing personal and family characteristics or who come from various socio-economic, racial, and ethnic groups.
3. To consider carefully, in all decisions made which affect the schools, the potential benefits or adverse consequences that those decisions might have on the human relations aspects of all segments of society.

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All district employees and students share the responsibility to ensure that harassment does not occur at any district school, on any district property, at any district or school-sanctioned activity or event, or off school property when such conduct has a nexus to the school, or any district curricular or non-curricular activity or event.

~~For purposes of this policy, harassment is any unwelcome, hostile and offensive verbal, written or physical conduct based on or directed at a person's race, color, national origin, ancestry, creed, religion, sex, sexual orientation (which includes transgender), disability or need for special education services that: (1) results in physical, emotional or mental harm, or damage to property; (2) is sufficiently severe, persistent, or pervasive that it interferes with an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, hostile or threatening environment; or (3) substantially disrupts the orderly operation of the school. Board policy on sexual harassment will apply to complaints alleging sexual harassment.~~

~~Harassing conduct may take many forms, including but not limited to:~~

- ~~1. verbal acts and name-calling;~~
- ~~2. graphic depictions and written statements, which may include use of cell phones or the Internet;~~
- ~~3. other conduct that may be physically threatening, harmful or humiliating.~~

### Reporting unlawful discrimination and harassment

Any student who believes ~~he or she has~~ they have been a ~~victim~~target of unlawful discrimination or harassment, as defined in Board policy and supporting regulations, or who has witnessed such unlawful discrimination or harassment, shall must immediately report it to an administrator, counselor, teacher, or the district's compliance officer and file a complaint as set forth in the regulation which accompanies this policy.

Any employee, applicant for employment, or member of the public who believes ~~he or she has~~ they have been a ~~victim~~target of unlawful discrimination or harassment, or who has witnessed such unlawful discrimination or harassment, shall must file a complaint with either an immediate supervisor or the district's compliance officer.

If the individual alleged to have engaged in prohibited conduct is the person designated as the compliance officer, an alternate compliance officer shall will be designated to investigate the matter in accordance with this policy's accompanying regulation.

### District action

All district employees who witness unlawful discrimination or harassment shall must take prompt and effective action to stop it, as prescribed by the district.

The district shall will take appropriate action to promptly and impartially investigate allegations of unlawful discrimination and harassment, to end unlawful behavior, to prevent the recurrence of such behavior, and to prevent retaliation against the individual(s) who files the complaint and/or any person who participates in the

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investigation. When appropriate, the district ~~shall~~will take interim measures during the investigation to protect against further unlawful discrimination, harassment, or retaliation.

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To the extent possible, all reports of unlawful discrimination or harassment will be kept confidential. Students or employees who knowingly file false complaints or give false statements in an investigation ~~shall~~may be subject to discipline, up to and including suspension/expulsion for students and termination of employment. No student, employee, or member of the public ~~shall~~may be subject to adverse treatment in retaliation for any good faith report of harassment under this policy.

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Upon determining that incidents of unlawful discrimination or harassment are occurring in particular district settings or activities, the district ~~shall~~will implement measures designed to remedy the problem in those areas or activities.

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Any student or employee who engages in unlawful discrimination or harassment ~~shall~~will be disciplined according to applicable Board policies and the district ~~shall~~will take reasonable action to restore lost educational or employment opportunities to the ~~victim~~target(s).

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In cases involving potential criminal conduct, the ~~compliance officer shall~~district will determine whether appropriate law enforcement officials should be notified.

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### Notice and training

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To reduce unlawful discrimination and harassment and ensure a respectful school environment, the administration is responsible for providing notice of this policy to all district schools and departments. The policy and complaint process ~~shall be~~must be prominently posted on the district's website, referenced in student and employee handbooks and made otherwise available to all students, staff, and members of the public through electronic or hard-copy distribution. Training materials regarding sex-based discrimination and sexual harassment are available to the public on the district's website.

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Students and district employees ~~shall~~will receive periodic training related to recognizing and preventing unlawful discrimination and harassment. District employees ~~shall receive~~must receive additional training related to handling reports of unlawful discrimination and harassment. The training will include, but not be limited to:

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- 4. awareness of groups protected under state and federal law and/or targeted groups;
- 5. how to recognize and react to unlawful discrimination and harassment; and
- 6. proven harassment prevention strategies.

Adopted: prior to 2016  
Revised: August 2016  
Revised August 2020

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LEGAL REFS.: 20 U.S.C. 1681 (*Title VII, Education Amendments of 1972*)

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20 U.S.C. 1701-1758 ( <i>Equal Employment Opportunity Act of 1972</i> )	Formatted
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29 U.S.C. 701 <i>et seq.</i> ( <i>Section 504 of the Rehabilitation Act of 1973</i> )	Formatted
42 U.S.C. 12101 <i>et seq.</i> ( <i>Title II of the Americans with Disabilities Act</i> )	Formatted
42 U.S.C. 2000d ( <i>Title VI of the Civil Rights Act of 1964, as amended in 1972</i> )	Formatted
42 U.S.C. 2000e ( <i>Title VII of the Civil Rights Act of 1964</i> )	Formatted
42 U.S.C. 2000ff <i>et seq.</i> ( <i>Genetic Information Nondiscrimination Act of 2008</i> )	Formatted
34 C.F.R. Part 100 through Part 110 ( <i>civil rights regulations</i> )	Formatted
C.R.S. 2-4-401 (13.5) ( <i>definition of sexual orientation, which includes transgender</i> )	Formatted
C.R.S. 18-9-121 ( <i>bias-motivated crimes</i> )	Formatted
C.R.S. 22-32-109 (1)(II) ( <i>Board duty to adopt written policies prohibiting discrimination</i> )	Formatted
<a href="#">C.R.S. 22-32-110 (1)(k)</a> ( <i>definition of racial or ethnic background includes hair texture, definition of protective hairstyle</i> )	
C.R.S. 24-34-301 <i>et seq.</i> ( <i>Colorado Civil Rights Division</i> )	Formatted: Font: Arial, Font color: Black
C.R.S. 24-34-301 (7) ( <i>definition of sexual orientation, which includes transgender</i> )	Formatted: Normal, Indent: First line: 0", Line spacing: single, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.25", Left + 4.57", Left + 5.83", Left
C.R.S. 24-34-402 <i>et seq.</i> ( <i>discriminatory or unfair employment practices</i> )	Formatted
C.R.S. 24-34-402.3 ( <i>discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees</i> )	Formatted
C.R.S. 24-34-601 ( <i>unlawful discrimination in places of public accommodation</i> )	Formatted
C.R.S. 24-34-602 ( <i>penalty and civil liability for unlawful discrimination</i> )	Formatted
CROSS REFS.: GBA, <a href="#">Open Hiring/Equal Employment Opportunity</a>	Formatted: Font: Arial, Font color: Black
GBAA, <a href="#">Sexual Harassment</a>	Formatted
JB, <a href="#">Equal Educational Opportunities</a>	Formatted
JBB*, <a href="#">Sexual Harassment</a>	Formatted

Lake County School District R-1, Leadville, Colorado

## Nondiscrimination/Equal Opportunity

In compliance with Titles VI & VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, and Colorado law, Lake County School District does not unlawfully discriminate ~~against otherwise qualified students, employees, applicants for employment, or members of the public~~ on the basis of ~~disability, race, creed, color, sex, religion, sexual orientation, marital status, national origin, religion, ancestry, creed, or need for special education services. Discrimination against employees and applicants for employment based on age, marital status, sexual orientation (which includes transgender), genetic information, and conditions related to pregnancy or childbirth, disability or need for special education services is also prohibited in admissions, access to, treatment, or employment in educational programs accordance with state and/or activities which it operates~~ federal law.

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Complaint procedures have been established for students, parents, employees, and members of the public. The following person(s) have been identified as the compliance officer for the district:

Mike Vagher, Director of Safety/Security/Athletics  
328 West 5th Street  
Leadville, CO 80461  
Office: 719-486-6808 / Cell: 719-293-0112  
mvagher@lakecountyschools.net

### Name(s) of employee(s) designated as the Title IX Coordinator

Mike Vagher, Director of Safety/Security/Athletics  
328 West 5th Street  
Leadville, CO 80461  
Office: 719-486-6808 / Cell: 719-293-0112  
mvagher@lakecountyschools.net

### Outside agencies

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Complaints regarding violations of Title VI, (race, national origin), Title IX (sex, gender), Section 504/ADA (handicap or disability), may be filed directly with the Office for Civil Rights, U.S. Department of Education, 1244 North Speer Blvd., Suite 310, Denver, CO 80204. Complaints regarding violations of Title VII (employment) and the ADEA (prohibiting age discrimination in employment) may be filed directly with the Federal

File: AC-E-1

Office of Equal Employment Opportunity Commission, 303 E. 17th Ave., Suite 510, Denver, CO 80202, or the Colorado Civil Rights Commission, 1560 Broadway, Suite 1050, Denver, CO 80202.

Issued: Prior to 2018  
Revised: August 2018  
Revised: August 2020

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Lake County School District R-1, Leadville, Colorado

## Nondiscrimination/Equal Opportunity (Complaint Form)

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

Name of complainant: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please check here for allegations of sex-based discrimination and/or sexual harassment. (Note: Investigator will use investigation procedures consistent with allegations of sex-based discrimination and/or sexual harassment).

Summary of alleged unlawful discrimination or harassment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of individual(s) allegedly engaging in prohibited conduct:  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) alleged prohibited conduct occurred:  
\_\_\_\_\_

Name(s) of witness(es) to alleged prohibited conduct:  
\_\_\_\_\_

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If others are affected by the possible unlawful discrimination or harassment, please give their names:

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\_\_\_\_\_

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Your suggestions regarding resolving the complaint: \_\_\_\_\_

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Please describe any corrective action you wish to see taken with regard to the alleged unlawful discrimination or harassment. You may also provide other information relevant to this complaint.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_  
Signature of complainant

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Signature of person receiving complaint

\_\_\_\_\_  
Date

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Issued: March 2012  
Revised: August 2020

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## Nondiscrimination/Equal Opportunity (Complaint and Compliance Process)

The district is committed to providing a working and learning environment that is free from unlawful discrimination and harassment. The district ~~shall~~must promptly respond to concerns and complaints of unlawful discrimination and/or harassment; take action in response when unlawful discrimination and/or harassment is discovered; impose appropriate sanctions on offenders in a case-by-case manner; and protect the privacy of all those involved in unlawful discrimination and/or harassment complaints as required by state and federal law. When appropriate, the complaint ~~shall~~will be referred to law enforcement for investigation.

The district has adopted the following procedures to promptly and fairly address concerns and complaints about unlawful discrimination and/or harassment. Complaints may be submitted orally or in writing.

### Definitions

a.1. **“Compliance officer”** means a district employee designated by the Board to receive complaints of alleged unlawful discrimination and harassment. The compliance officer ~~shall~~must be identified by name, address, telephone number, and email address. ~~See (see exhibit AC-E-1-).~~ If the designated individual is not qualified or is unable to act as such, the superintendent ~~shall~~must designate another district employee who ~~shall~~will serve until a successor is appointed by the Board.

b.2. **“Aggrieved individual”** ~~shall mean~~means a student, the parents or guardians of a student under the age of 18 acting on behalf of a student, an employee of the district, or member of the public who is directly affected by and/or is witness to an alleged violation of Board policies prohibiting unlawful discrimination or harassment.

### Compliance officer’s duties

The compliance officer ~~shall be~~is responsible for conducting an investigation and coordinating all complaint procedures and processes for any alleged violation of federal or state statute or Board policy prohibiting unlawful discrimination or harassment. The compliance officer’s duties ~~shall include:~~ providing notice to students, parents/guardians of students, employees, and the general public concerning the compliance process; providing training for district staff regarding the prohibition of discrimination/harassment in all district programs, activities, and employment practices; disseminating information concerning the forms and procedures for the filing of complaints; ensuring the prompt investigation of all complaints; coordinating hearing procedures; and identifying and addressing any patterns or systemic problems that arise during the review of complaints. The compliance officer may delegate any or all of the foregoing responsibilities as necessary and/or appropriate under the circumstances.

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## Complaint procedure

An aggrieved individual is encouraged to promptly report the incident as provided in Board policy and this regulation. All reports received by teachers, counselors, principals, or other district employees ~~shall~~**must** be promptly forwarded to the compliance officer. If the compliance officer is the individual alleged to have engaged in the prohibited conduct, the complaint ~~shall~~**must** be forwarded to the superintendent.

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Any aggrieved individual may file with the compliance officer a complaint charging the district, another student, or any district employee with unlawful discrimination or harassment. Complaints may be made orally or in writing. Persons who wish to file a written complaint ~~shall be~~**are** encouraged to use the district's complaint form.

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All complaints ~~shall~~**must** include a detailed description of the alleged events, the dates the alleged events occurred, and names of the parties involved, including any witnesses. The complaint ~~shall~~**must** be made as soon as possible after the incident.

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The compliance officer ~~shall~~**must** confer with the aggrieved individual and/or the alleged ~~victim~~**target** of the unlawful discrimination or harassment as soon as is reasonably possible, but no later than five calendar days following the compliance officer's receipt of the complaint in order to obtain a clear understanding of the basis of the complaint.

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Within five calendar days following the initial meeting with the aggrieved individual and/or alleged ~~victim~~**target**, the compliance officer ~~shall~~**must** attempt to meet with the individual alleged to have engaged in the prohibited conduct and, if ~~this individual is a~~**is** a student, ~~his or her~~**their** parents/guardians in order to obtain a response to the complaint. Such person(s) ~~shall~~**must** be informed of all allegations that, in the compliance officer's judgment, are necessary to achieve a full and accurate disclosure of material information or to otherwise resolve the complaint.

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At the initial meetings, the compliance officer ~~shall~~**must** explain the avenues for informal and formal action, provide a description of the complaint process, and explain that both the ~~victim~~**target** and the individual alleged to have engaged in prohibited conduct have the right to exit the informal process and request a formal resolution of the matter at any time. The compliance officer ~~shall~~**must** also explain that whether or not the individual files a written complaint or otherwise requests action, the district is required by law to take steps to correct the unlawful discrimination or harassment and to prevent recurring unlawful discrimination, harassment, or retaliation against anyone who makes a report or participates in an investigation. The compliance officer ~~shall~~**must** also explain that any request for confidentiality ~~shall~~**will** be honored so long as doing so does not preclude the district from responding effectively to prohibited conduct and preventing future prohibited conduct.

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**Informal action**

If the aggrieved individual and/or the individual alleged to have engaged in the prohibited conduct requests that the matter be resolved in an informal manner and/or the compliance officer believes that the matter is suitable to such resolution, the compliance officer may attempt to resolve the matter informally through mediation, counseling, or other non-disciplinary means. If both parties feel a resolution has been achieved through the informal process, then no further compliance action must be taken. No party ~~shall~~may be compelled to resolve a complaint of unlawful discrimination or harassment informally and either party may request an end to an informal process at any time. Informal resolution ~~shall~~may not be used to process complaints against a district employee and ~~shall~~may not be used between students where the underlying offense involves sexual assault or other ~~acts~~acts of violence.

**Formal action**

If informal resolution is inappropriate, unavailable, or unsuccessful, the compliance officer ~~shall~~must promptly investigate the allegations to determine whether and/or to what extent, unlawful discrimination or harassment has occurred. The compliance officer may consider the following types of information in determining whether unlawful discrimination or harassment occurred:

- 8-a. statements by any witness to the alleged incident;
- 9-b. evidence about the relative credibility of the parties involved;
- 10-c. evidence relative to whether the individual alleged to have engaged in prohibited conduct has been found to have engaged in prohibited conduct against others;
- 11-d. evidence of the aggrieved individual and/or alleged ~~victim's~~target's reaction or change in behavior following the alleged prohibited conduct;
- 12-e. evidence about whether the alleged ~~victim~~target and/or aggrieved individual took action to protest the conduct;
- 13-f. evidence and witness statements or testimony presented by the parties involved;
- 14-g. other contemporaneous evidence; and/or
- 15-h. any other evidence deemed relevant by the compliance officer.

In deciding whether conduct is a violation of law or policy, all relevant circumstances ~~shall~~must be considered by the compliance officer, including:

- 4-a. \_\_\_\_\_ the degree to which the conduct affected one or more student's education or one or more employee's work environment;

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2.b. \_\_\_\_\_ the type, frequency, and duration of the conduct;

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3.c. \_\_\_\_\_ the identity of and relationship between the individual alleged to have engaged in the prohibited conduct and the aggrieved individual and/or alleged ~~victim~~ target

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4.d. \_\_\_\_\_ the number of individuals alleged to have engaged in the prohibited conduct and number of ~~victims~~ targets of the prohibited conduct;

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5.e. \_\_\_\_\_ the ~~ages~~ ages of the individual alleged to have engaged in the prohibited conduct and the aggrieved individual and/or alleged ~~victim~~ target

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6.f. the size of the school, location of the incident, and context in which it occurred;

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7.g. \_\_\_\_\_ other incidents at the school.

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The compliance officer ~~shall~~ must prepare a written report containing findings and recommendations, as appropriate, and submit the report to the superintendent within five calendar days following the compliance officer's receipt of the complaint or five calendar days following the termination of the informal resolution process.

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The compliance officer's report ~~shall~~ must be advisory and ~~shall~~ must not bind the superintendent or the district to any particular course of action or remedial measure. Within five calendar days after receiving the compliance officer's findings and ~~recommendation~~ recommendations, the superintendent or designee ~~shall~~ must determine any sanctions or other ~~action~~ actions deemed appropriate, including ~~if~~ appropriate recommendations to the Board for disciplinary or other action.

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### Hearing procedure

For allegations under Section 504 and as otherwise required by law, the aggrieved individual may request a hearing. This hearing procedure will not address guilt or innocence or disciplinary consequences, which ~~shall~~ are, instead ~~be~~ governed by the Board's discipline policies and procedures.

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The district ~~shall~~ must retain a person to serve as the impartial hearing officer, who ~~shall~~ must be knowledgeable about Section 504 and/or the ADA, if applicable. The hearing ~~shall~~ must be informal and ~~shall~~ must be recorded. Formal rules of evidence

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~~shall~~ do not apply. A student ~~shall be~~ entitled to be represented by ~~his/her/their~~ parent/~~legal guardian~~ or by an attorney. An employee ~~shall be~~ entitled to be represented by an attorney or other representative of ~~his/her/their~~ choice. The complainant may appear at the hearing and ~~shall be~~ entitled to present testimony and other evidence. A district representative ~~shall~~ is likewise ~~be~~ entitled to present testimony and other evidence. The hearing ~~shall~~ must be closed to the public.

Within five calendar days after the hearing, the hearing officer ~~shall~~ must issue a written decision based upon evidence presented at the administrative hearing, including any remedial or corrective action deemed appropriate. Remedial actions ~~shall~~ include measures designed to stop the unlawful discrimination or harassment, correct its negative impact on the affected individual, ensure that the conduct does not recur, and restore lost educational opportunities.

After the hearing officer has issued ~~his or her/the~~ decision, the recording of the hearing, all physical and documentary evidence, and all other items comprising the record of the hearing ~~shall~~ must be returned to the district.

Either party may seek review of the hearing officer's decision in a court of competent jurisdiction, in accordance with applicable law and applicable timelines for requesting such review.

Nothing contained herein ~~shall~~ may be interpreted to confer upon any person the right to a hearing independent of a Board policy, administrative procedure, statute, rule, regulation, or agreement expressly conferring such right. This process ~~shall apply~~ applies unless the context otherwise requires and unless the requirements of another policy, procedure, statute, rule, regulation, or agreement expressly contradicts with this process, in which event the terms of the contrary policy, procedure, law, rule, regulation or agreement ~~shall~~ will govern.

### Outside agencies

In addition to, or as an alternative to, filing a complaint pursuant to this regulation, a person may file a discrimination complaint with the U.S. Department of Education, Office for Civil Rights (OCR); the Federal Office of Equal Employment Opportunity Commission (EEOC); or the Colorado Civil Rights Division (CCRD). The addresses of these agencies are listed below.

Denver Office for Civil Rights (OCR), U.S. Department of Education, 1244 Speer Blvd., Suite 310, Denver, CO 80204-3582. ~~Toll Free: 800-262-4845 English/Spanish.~~ Telephone: 303-844-5695. Fax: 303-844-4303. TTY: 303-844-3417. Email: ~~OCR~~ Denver\_@ed.gov

Federal Office of Equal Employment Opportunity Commission (EEOC), 303 E. 17th Avenue, ~~Suite 410~~, Denver, CO 80203. ~~Toll Free Telephone:~~ 800-669-4000. Fax: 303-

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866-1085. TTY: 800-669-6820. ~~Email: egov~~ASL Video Phone: 844-234-5122. Website : <https://publicportal.eeoc.gov/eas/portal/>

Colorado Civil Rights Division (CCRD), 1560 Broadway, Suite ~~4050~~825, Denver, CO 80202. ~~Toll Free: 800-262-4846~~. Telephone: 303-894-2997, or 800-886-7675. Fax: 303-894-7830. ~~Email: dora\_CCRD@state.co.us~~ Email: [DORA\\_CCRD@state.co.us](mailto:DORA_CCRD@state.co.us) (general inquiries), [DORA\\_CCRDIntake@state.co.us](mailto:DORA_CCRDIntake@state.co.us) (intake unit)

Adopted: July 2007  
Revised: March 2012  
Revised: August 2020

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## **Nondiscrimination/Equal Opportunity** (Complaint and Compliance Process)

The district is committed to maintaining a learning environment that is free from sex-based discrimination, including sexual harassment. It is a violation of policy for any staff member to harass students or for students to harass other students through conduct or communications of a sexual nature, or to retaliate against anyone that reports sex-based discrimination or harassment or participates in a harassment investigation.

### **Definitions**

For purposes of this regulation, these terms have the following meanings:

- **“Complainant”** means an individual who is alleged to be the target of conduct that could constitute sex-based discrimination or sexual harassment.
- **“Decision Maker”** means an individual(s) who assess the relevant evidence, including party and witness credibility, to decide if the district has met the burden of proof showing the respondent to be responsible for the alleged sexual harassment. The decision maker may not be the Title IX Coordinator or the investigator. The district’s decision maker is the Superintendent.
- **“Education Program or Activity”** means locations, events, or circumstances over which the district exercises substantial control over both the complainant and respondent and the context in which the sexual harassment occurs.
- **“Investigator”** means an individual trained to objectively evaluate the credibility of parties and witnesses, synthesize all available evidence – including both inculpatory and exculpatory evidence – and take into account the unique and complex circumstances of each situation. The investigator may be the Title IX Coordinator, but cannot be the decision maker.
- **“Respondent”** means an individual who has been reported to be the perpetrator of conduct that could constitute sex-based discrimination or sexual harassment.
- **“Sexual Harassment”** means conduct on the basis of sex that satisfies one or more of the following:
  1. A school employee conditioning education benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);

2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
  3. Sexual assault, dating violence, domestic violence, or stalking.
- **“Supportive Measures”** mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge, to the complainant or respondent, before or after the filing of a formal complaint or where no formal complaint has been filed.
  - **“Title IX Coordinator”** means the employee designated by a recipient to coordinate its efforts to comply with Title IX responsibilities. The district's Title IX Coordinator is:

Mike Vagher, Director of Safety/Security/Athletics  
328 West 5th Street  
Leadville, CO 80461  
Office: 719-486-6808 / Cell: 719-293-0112

## **Filing a complaint**

A complainant, or a parent or guardian with the legal right to act on the complainant's behalf, may file a complaint. Complaints must be filed in writing and signed by the complainant. Forms for this purpose are available at district website, district and school offices. Completed forms must be filed with the Title IX Coordinator. If a complaint form is given to a district employee, the district employee will promptly forward the complaint to the Title IX Coordinator. An alternate will be designated in the event it is claimed that the respondent is the one who committed the alleged discrimination or some other conflict of interest exists. Complaints must be filed within 180 days of the event giving rise to the complaint or from the date the complainant could reasonably become aware of such occurrence. The complainant will receive assistance as needed in filing a complaint.

Retaliation against the complainant, respondent, or any person who filed a complaint or participated in an investigation, is prohibited. Individuals found to have engaged in retaliatory behavior will be subject to disciplinary measures.

## **Investigation**

Once a complaint is received, the Title IX Coordinator or investigator (“investigator”) will first determine if the alleged conduct occurred in the district's education program or activity. If the alleged conduct is not part of the education program or activity, the complaint must be dismissed under these procedures. A dismissal does not prohibit the complainant from pursuing other remedies under state or federal law or local board

policy, nor does it prohibit the district from addressing the allegations in any manner the district deems appropriate.

Following this determination, the investigator will begin the investigation in a reasonably prompt manner and adhere to the following:

- The investigator must apply the “presumption of innocence” standard during the course of the investigation.
- The investigator must adhere to all timeframes. If a timeframe cannot be met, the investigator will notify the complainant, respondent, and decision maker.
- The investigator will protect the complainant from inappropriate questions and evidence about the complainant’s prior sexual history.
- The investigator must provide written notice of the allegations to the parties involved.
- The investigation may also include, but is not limited to, the following:
  - Implementation of supportive measures for both the complainant and the respondent;
  - A request for the complainant to provide a written statement regarding the nature of the complaint;
  - A request for respondent to provide a written statement;
  - A request for witnesses identified during the course of the investigation to provide a written statement;
  - Interviews of the complainant, respondent, or witnesses; and
  - Review and collection of documentation or information deemed relevant to the investigation.
- Within a reasonably prompt timeframe, the investigator must issue a report to the decision maker. After finalizing the report, the investigator will provide a copy to the complainant and respondent and will wait ten days prior to providing the report to the decision. The investigator’s report must be advisory and must not bind the decision maker to any particular course of action or remedial measure.

## **Decision**

The decision maker will apply the preponderance of the evidence standard when making a decision and must notify the complainant and respondent of the decision. The decision must include a written determination regarding responsibility, explain how and why the decision maker reached the conclusions outlined in the report, and detail any disciplinary measures taken in response to the conduct. The decision of the decision maker in no

way prejudices either the complainant or the respondent from seeking redress through state or federal agencies, as provided in law.

### **Appeal**

The investigation is closed after the decision maker issues a decision, unless either party appeals the decision within 10 days by making a written request to the decision maker detailing why the decision should be reconsidered.

### **Notice and training**

To reduce unlawful discrimination and harassment and ensure a respectful school environment, the administration is responsible for providing notice of these procedures to all district schools and departments. The policy and complaint procedures must be prominently posted on the district's website, referenced in student and employee handbooks and otherwise be made available to all students, staff, and members of the public through electronic or hard-copy distribution.

All students and district employees will receive periodic training related to recognizing and preventing sexual harassment. District employees must receive additional periodic training related to handling reports of sexual harassment. Training materials are available to the public on the district's website.

Adopted: August 2020



## Sexual Harassment

The district recognizes that sexual harassment can interfere with a student's academic performance and emotional and physical well-being and that preventing and remedying sexual harassment in schools is essential to ensure a nondiscriminatory, safe environment in which students can learn. In addition, sexual harassment is recognized as a form of sex discrimination and thus is a violation of the laws that prohibit sex discrimination, as addressed in the Board's policy concerning unlawful discrimination and harassment.

### District's commitment

The district is committed to maintaining a learning environment that is free from sexual harassment. It shall be a violation of policy for any staff member to harass students or for students to harass other students through conduct or communications of a sexual nature, or to retaliate against anyone that reports sexual harassment or participates in a harassment investigation.

~~The district shall investigate all indications, informal reports and formal grievances of sexual harassment by students, staff or third parties and appropriate corrective action shall be taken. Corrective action includes taking all reasonable steps to end the harassment, to make the harassed student whole by restoring lost educational opportunities, to prevent harassment from recurring and to prevent retaliation against anyone who reports sexual harassment or participates in a harassment investigation.~~

### Sexual harassment prohibited

~~Unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal or physical conduct of a sexual nature may constitute sexual harassment, even if the harasser and the student being harassed are the same sex and whether or not the student resists or submits to the harasser, when:~~

- ~~1. Submission to such conduct is made either explicitly or implicitly a term or condition of a student's participation in an education program or activity.~~
- ~~2. Submission to or rejection of such conduct by a student is used as the basis for education decisions affecting the student.~~
- ~~3. Such conduct is sufficiently severe, persistent or pervasive such that it limits a student's ability to participate in or benefit from an education program or activity or it creates a hostile or abusive educational environment. For a one-time incident to rise to the level of harassment, it must be severe.~~

~~Any conduct of a sexual nature directed by a student toward a staff member or by a staff member to a student is presumed to be unwelcome and shall constitute sexual harassment.~~

~~Acts of verbal or physical aggression, intimidation or hostility based on sex, but not involving conduct of a sexual nature may also constitute sexual harassment.~~

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Sexual harassment as defined above may include, but is not limited to:

1. sex-oriented verbal "kidding," abuse or harassment;
2. pressure for sexual activity;
3. repeated remarks to a person with sexual implications;
4. unwelcome touching, such as patting, pinching or constant brushing against the body of another;
5. suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades or similar personal concerns;
6. sexual violence.

**Sexual harassment defined**

Pursuant to Title IX of the Educational Amendments of 1972, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A school employee conditioning education benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
3. Sexual assault, dating violence, domestic violence, or stalking.

Pursuant to state law, "harassment" means creating a hostile environment based on an individual's sex.

**Reporting, investigation, and sanctions**

Students are encouraged to report all incidences of sexual harassment to either a teacher, counselor, or principal in their school building and file a complaint, through the district's complaint and compliance process addressing sex-based discrimination. All reports and indications from students, district employees, and third parties shall must be forwarded to the compliance officer, Title IX Coordinator.

The district will initiate and conduct an investigation in accordance with the appropriate procedures addressing sex-based discrimination and sexual harassment.

All matters involving sexual harassment reports shall must remain confidential to the extent possible as long as doing so is in accordance with applicable law and policy and does not preclude the district from responding effectively to the harassment or preventing future harassment. Filing of a complaint or otherwise reporting sexual harassment shall will not reflect upon the individual's status or affect grades.

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~~In determining whether alleged conduct constitutes sexual harassment, the district will take appropriate corrective action to: make the harassed student whole by restoring lost educational opportunities; prevent harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred shall be investigated.~~

~~Any student found to have engaged in from recurring; or prevent retaliation against anyone who reports sexual harassment shall be subject to discipline, including, but not limited to, being placed under or participates in a remedial discipline plan, suspension or expulsion, subject to applicable procedural requirements and in accordance with applicable law. Conduct of a sexual nature directed toward students shall, in appropriate circumstances, be reported as child abuse for harassment investigation by appropriate authorities in conformity with applicable law and Board policy.~~

**Notice and training**

~~To reduce unlawful discrimination and harassment and ensure a respectful school environment, the administration is responsible for providing notice of this policy shall be circulated and complaint procedures to all district schools and departments and incorporated. The policy and complaint procedures must be referenced in all student and employee handbooks and otherwise be made available to all students, staff, and members of the public through electronic or hard-copy distribution.~~

All students and district employees ~~shall~~will receive periodic training related to recognizing and preventing sexual harassment. District employees ~~shall~~must receive additional periodic training related to handling reports of sexual harassment. Training materials are available to the public on the district's website.

Adopted: August 2000  
Revised: March 2012  
Revised: August 2020

LEGAL REF.: 20 U.S.C. 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
C.R.S. 22-32-109 (1)(II) (Board duty to adopt written policies prohibiting discrimination)  
C.R.S. 24-34-402 (definition of "harass" in employment practices)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity  
AC-R, Nondiscrimination/Equal Opportunity (Complaint and Compliance Process)  
AC-R2, Sex-Based Discrimination and Sexual Harassment Investigation Procedures  
AC-E-1, Nondiscrimination/Equal Opportunity (Sample Notice)  
JLF, Reporting Child Abuse/Child Protection

Lake County School District R-1, Leadville, Colorado

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## **Student Concerns, Complaints and Grievances**

Decisions made by school personnel which students believe are unfair or in violation of pertinent Board policies or individual school rules may be appealed to the principal or a designated representative or by following the specific appeal process created for particular complaints.

Grievance [and investigation](#) procedures are available for students to receive prompt and equitable resolution of allegations of discriminatory actions on the basis of [disability](#), race, creed, color, sex, sexual orientation, marital status, national origin, religion, ancestry, or need for special services.

Adopted: Prior to August 2016

Revised: August 2016

Reviewed: August 2020

### **CROSS REFS.:**

#### *Administrative policies:*

AC-R, Nondiscrimination/Equal Opportunity (Complaint and Compliance Process) – Regulation

IHCDA, Concurrent Enrollment

JB, Equal Educational Opportunities

JBB, Sexual Harassment

JICEA, School-Related Student Publications (School Publications Code)

JICEC, Student Distribution of Noncurricular Materials

## Administering Medications to Students

If under exceptional circumstances a student is required to take medication during school hours, only the school nurse or the nurse's designee may administer the medication to the student in compliance with the following regulation. In the alternative, the parent/guardian may come to school to administer the medication.

1. All directives of the accompanying policy shall be followed.
2. Written orders from the student's health care practitioner with prescriptive authority under Colorado law shall be on file in the school stating:
  - a. Student's name
  - b. Name of medication
  - c. Dosage
  - d. Purpose of the medication
  - e. Time of day medication is to be given
  - f. Anticipated number of days it needs to be given at school
  - g. Possible side effects
3. The medication shall be brought to school in a container appropriately labeled by the pharmacy or health care practitioner.
4. An individual record shall be kept of medications administered by school personnel.
5. Medication shall be stored in a clean, locked cabinet or container. Emergency medications (such as epinephrine) shall be inaccessible to students, but immediately available to trained school personnel and not in a locked cabinet.

Unless these requirements are met, medication will not be administered to students at school.

### **Self-administration of medication for asthma, allergies, anaphylaxis, or migraine/headache**

A school shall permit a student to possess and self-administer medication, such as an inhaler or epinephrine, if all of the following conditions are met:

1. Written authorization signed by the student's health care practitioner must be on file with the school which shall include the student's name; the name, purpose, prescribed dosage, frequency, and length of time between dosages of the medication(s) to be self-administered; and confirmation that the student has been instructed and is capable of self-administration of the medication.
2. The school nurse or school administrator, in consultation with the school nurse, the student's health care practitioner, and the student's parent/guardian collaborate to make an assessment of the student's knowledge of his or her condition and ability to self-administer medication.
3. A written statement signed by the student's parent/guardian must be on file with the school, which shall include permission for the student to self-administer his/her

medication and a release from liability for any injury arising from the student's self-administration of such medication.

4. A written contract between the school nurse, school administrator, the student, and the student's parent/guardian must be on file with the school, assigning levels of responsibility to the student's parent/guardian, student, and school employees.

A treatment plan authorizing a student to possess and self-administer medication for asthma, anaphylaxis or **migraine/headache** shall be effective only for the school year in which it is approved.

A student shall report to the school nurse or designee or to some adult at the school immediately after the student uses an epinephrine auto-injector during school hours. Upon receiving such report from a student, the school nurse, designee, or other adult will provide appropriate follow-up care to the student, which shall include making a 911 emergency call.

Adopted: insert adoption date

Revised: September 2018

Revised: date of manual revision

LEGAL REFS.: C.R.S. 12-38-132 (*delegation of nursing tasks*)  
C.R.S. 12-38-132.3 (*school nurses - over-the-counter medication*)  
C.R.S. 22-1-119 (*no liability for adverse drug reactions/side effects*)  
C.R.S. 22-1-119.1 (*Board may adopt policy to acquire a stock supply of opiate antagonists*)  
C.R.S. 22-1-119.3 (3)(c), (d) (*no student possession or self-administration of medical marijuana, but school districts must permit the student's primary caregiver to administer medical marijuana to the student on school grounds, on a school bus or at a school-sponsored event*)  
C.R.S. 22-1-119.5 (*Colorado Schoolchildren's Asthma, Food Allergy, and Anaphylaxis Health Management Act*)  
C.R.S. 22-2-135 (*Colorado School Children's Food Allergy and Anaphylaxis Management Act*)  
C.R.S. 24-10-101 *et seq.* (*Colorado Governmental Immunity Act*)  
1 CCR 301-68 (*State Board of Education rules regarding student possession and administration of asthma, allergy and anaphylaxis management medications or other prescription medications*)  
6 CCR 1010-6, Rule 6.13 (*requirements for health services in schools*)

CROSS REFS.:

*Administrative policies:*

JICH, Drug and Alcohol Involvement by Students

JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)

JLCDA, Students with Food Allergies

JLCDB, Administration of Medical Marijuana to Qualified Students

JLCE, First Aid and Emergency Medical Care

Lake County School District R-1, Leadville, Colorado

## Administering Medications to Students

If under exceptional circumstances a student is required to take medication during school hours, only the school nurse or the nurse's designee may administer the medication to the student in compliance with the following regulation. In the alternative, the parent/guardian may come to school to administer the medication.

1. All directives of the accompanying policy shall be followed.
2. Written orders from the student's health care practitioner with prescriptive authority under Colorado law shall be on file in the school stating:
  - a. Student's name
  - b. Name of medication
  - c. Dosage
  - d. Purpose of the medication
  - e. Time of day medication is to be given
  - f. Anticipated number of days it needs to be given at school
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4. An individual record shall be kept of medications administered by school personnel.
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2. The school nurse or school administrator, in consultation with the school nurse, the student's health care practitioner, and the student's parent/guardian collaborate to make an assessment of the student's knowledge of his or her condition and ability to self-administer medication.
3. A written statement signed by the student's parent/guardian must be on file with the school, which shall include permission for the student to self-administer his/her

medication and a release from liability for any injury arising from the student's self-administration of such medication.

4. A written contract between the school nurse, school administrator, the student, and the student's parent/guardian must be on file with the school, assigning levels of responsibility to the student's parent/guardian, student, and school employees.

A treatment plan authorizing a student to possess and self-administer medication for asthma, anaphylaxis or **migraine/headache** shall be effective only for the school year in which it is approved.

A student shall report to the school nurse or designee or to some adult at the school immediately after the student uses an epinephrine auto-injector during school hours. Upon receiving such report from a student, the school nurse, designee, or other adult will provide appropriate follow-up care to the student, which shall include making a 911 emergency call.

Revised: November 2015

Reviewed: August 2020



## **Resolution 21-04 to Define “Actively Engaged in the Educational Process” and Student Attendance for the 2020-2021 School Year**

**Whereas**, on March 11, 2020 the World Health Organization (“WHO”) characterized COVID-19 as a pandemic, meaning the WHO identified the worldwide spread of a new disease; and

**Whereas**, on March 10, 2020, Governor Jared Polis declared a state of emergency and issued Executive Order D 2020 003 on March 11, 2020 as a safeguard against the further spread of COVID-19; and

**Whereas**, on July 6, 2020, Governor Jared Polis amended and extended Executive Order D 2020 003 through Executive Order D 2020 125; and

**Whereas** under Colo. Const. art. 9, § 15, the local Board of Education has control of instruction in its public schools; and

**Whereas**, as required by 1 CCR 301-39, the Board of Education defines "educational process," in Board Policy IC/ICA, School Year/School Calendar/Instruction Time; and

**Whereas** the Board of Education finds that the current pandemic creates the need for changes to instructional delivery and the situations under which students are considered in attendance; and

**Whereas** the Colorado Department of Education provided guidance specific for the 2020-2021 school year, stating local boards may define “the educational process” as including instruction delivered electronically and/or other types of independent, remote work time for students that is provided under the supervision of a certified or licensed teacher.

**NOW THEREFORE, BE IT RESOLVED** that the Lake County Board of Education authorizes the following for the 2020-2021 school year:

1. Expansion of the definition of “actively engaged in the educational process” addressed in Board Policy IC/ICA, School Year/School Calendar/Instruction Time to include, instruction delivered electronically and/or the use of other types of independent, remote work time for students provided under the supervision of a certified or licensed teacher and passing period time.
2. Attendance will be recorded at least once daily for days when instructional hours are provided, meaning a student is “actively engaged in the educational process.”
3. Student contact days may include remote learning days implemented as a result of public health and safety measures. Remote learning days may include use of: existing district online school or program, services provided with Colorado Digital Learning Solutions, assigned and prepared work packets, pre-recorded classes, or other method(s) utilized by the district. Teacher-pupil instruction and contact time may occur in the following ways:

- a. Presence during in-person instruction;
- b. Assignments completed at home;
- c. Logging into the online learning platform;
- d. Signing an online form attesting to work completed at home;
- e. Student demonstration of learning;
- f. Responding to teacher emails or communication;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the district will make a good faith effort to ensure that the combination of in-person and/or remote learning implemented during the year allows students to learn the same academic content as they would have learned under the in-person bell schedule.

**NOW, BE IT FURTHER RESOLVED** that the Superintendent is directed to keep the Board of Education informed of actions taken under this Resolution.

**NOW, BE IT FURTHER RESOLVED** this Resolution is in effect for the duration of the 2020-2021 school year, unless otherwise rescinded or extended by the Board upon a two-thirds majority vote.

**NOW, BE IT FURTHER RESOLVED** that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.

Adopted and approved this 11th day of August 2020.

---

Rod Weston, Secretary

---

Eudelia Contreras, President

Dated: Aug. 11, 2020

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into as of this 11<sup>th</sup> day of August, 2020, between Lake County School District R-1, a public school district and political subdivision of the State of Colorado ("District") and Morning Star Child Care d/b/a Bright Start Learning Center, a Colorado nonprofit corporation ("BSLC").

### RECITALS

WHEREAS, District is the owner of certain real property and improvements situated in Lake County, Colorado and located at 328 West 5<sup>th</sup> Street, Leadville, Colorado 80461, on which is located the District's administrative office (the "Property"); and

WHEREAS, BSLC is a childcare facility for children ages 1-5 that serves the Lake County community; and

WHEREAS, BSLC desires to lease space within the Property for the operation of its program for the 2020-2021 school year; and

WHEREAS, the District desires to lease space within the Property subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and BSLC agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made part of this Agreement.
2. Definitions. The following capitalized terms used in this Agreement have the following meanings:
  - a. "Building" means the District's administrative office building located on the Property.
  - b. "Building Rules and Regulations" means the rules and regulations for the Building set forth in "Exhibit B", attached hereto and incorporated herein by this reference, as amended from time to time. The term "Tenant" as used in the Building Rules and Regulations shall refer to BSLC. If there is a conflict between the Building Rules and Regulations and this Agreement, this Agreement shall control.
  - c. "Common Areas" means the entrances, exists, driveways, curbs, walkways, hallways, parking areas, landscaped areas, restrooms, and like areas or facilities

which are located on the Property and in the Building, and which are designated by the District from time to time as areas or facilities available for the nonexclusive use in common by BSLC, its officers, employees, agents, and invitees.

- d. "Premises" means the areas (two rooms, a cubicle, and a courtyard) depicted on "Exhibit A", attached hereto and incorporated herein by this reference, consisting of approximately 11,000 square feet.
- e. "Property" means the real property located at 328 West 5<sup>th</sup> Street, Leadville, Colorado 80461.

3. Lease. District hereby leases to BSLC, and BSLC hereby leases from District, the Premises for the term of this Agreement.

4. Term. Subject to earlier termination as provided herein, the term of this Agreement shall commence on 12:01 a.m. on August 15, 2020 and shall end at 11:59 p.m. on June 30, 2021 (the "Term").

5. Rent. In consideration for the Lease of the Premises and other rights under this Agreement, BSLC shall pay to District base rent in the amount of \$500.00 per month ("Base Rent"), which shall be payable in advance, without offset, deduction, or abatement, on the first day of each month during the Term. BSLC's obligation to pay Base Rent shall be prorated at the commencement of the Term. Base Rent shall be paid to District at the address set forth for District in Section 31 of this Agreement, or at such other place as District may designate from time to time.

6. Quiet Enjoyment. District covenants and agrees that, provided BSLC is not in default of and keeps, observes, and performs BSLC's covenants and agreements contained in this Agreement, BSLC shall have quiet and peaceable possession of the Premises, and such possession and right use shall not be unreasonably disturbed or interfered with by District.

7. Use. BSLC shall use the Premises for the purpose of operating a childcare facility for children ages 1-5 and for no other purpose. BSLC shall comply with (i) applicable federal, state, and local law, (ii) District building and use polices as adopted by its Board of Education or Superintendent of Schools and amended from time to time, and (iii) Building Rules and Regulations. In addition, BSLC shall (x) develop and administer a secure entry system to permit parent entry into the Building in accordance with applicable law, (y) develop and administer a system for ensuring that adults and children do not use the Building restrooms at the same time in accordance with applicable law, and (z) monitor its students in the Common Areas at all times.

8. Right to Use Common Areas. District grants BSLC and its employees, agents, and invitees, the non-exclusive right, together with all other occupants of the Building and their employees, agents, and invitees, to use the Common Area during the Term, subject to applicable laws and Building Rules and Regulations. BSLC may install up to two (2) refrigerators in the lounge/breakroom that shall be for the exclusive use of BSLC and its employees, agents, and invitees.

9. Acceptance of Present Condition. BSLC has inspected the Premises and accepts the same in the present condition. Taking possession of the Premises by BSLC shall be conclusive evidence as against BSLC that the Premises were in good and satisfactory condition when possession was delivered to BSLC.

10. Utilities. District shall not be liable for any personal injury or any property damage resulting from the negligent operation or faulty installation of utility services provided for use on the Premises, nor shall District be liable for any injury or damage suffered by BSLC as a result of the failure to make necessary repairs to the utility facilities. BSLC shall be liable for any injury or damages, including freezing, stoppage, or blockage, to the equipment or service lines of the utility suppliers that are located on the Premises or the Property resulting from the negligent or willful acts of BSLC, or its officers, employees, agents, or invitees.

11. Taxes. The Property is currently tax exempt. To the extent BSLC's permitted use may not be tax exempt, BSLC agrees to pay Lake County (or any other applicable taxing authority) its share of taxes imposed and applicable to such use.

12. Alterations or Improvements.

- a. BSLC, at BSLC's sole cost and expense, shall install (i) a door access control system for the Building that is acceptable to the District in District's sole discretion, (ii) a sink in Room 14 of the Premises, and (iii) a shed in the courtyard of the Premises (the "BSLC Improvements"). BSLC shall install the BSLC Improvements in a good and workmanlike manner using licensed and bonded contractors acceptable to the District. BSLC shall coordinate with the District to install the BSLC Improvements at a time and in a manner that does not interfere with the District's operations at the Property.
- b. Except as set forth in this Section 12(a), BSLC shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of District. Any alterations, additions or improvements to the Premises, if approved by District, shall at once become a part of the realty and belong to District and shall be surrendered with the Premises. Any alterations, additions, or improvements shall be at BSLC's sole cost and expense and in compliance with the applicable law and shall be performed by a licensed and bonded contractor first approved by District.

13. Assignment and Sublease. BSLC shall not sublet the Premises or any part thereof, or assign this Agreement, or any part hereof, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion.

14. Maintenance, Repair and Snow Removal. BSLC shall, at BSLC's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. All maintenance and repair of the Premises, including normal and minor maintenance repair and major maintenance and repair of any feature or improvement constructed by BSLC shall be the full responsibility of BSLC. BSLC, at BSLC's

sole expense, shall provide snow removal for the courtyard within the Premises. District, at District's expense, shall provide snow removal for Common Areas.

15. Cleaning. During the term, BSLC will, at its sole expense, keep the Premises in a neat, clean, and sanitary condition, including, but not limited to, daily disposal of soiled diapers and related waste in the Property dumpster. District, at District expense, shall furnish BSLC with reasonable janitorial services during the week, except when the Building is closed.

16. Surrender of Property. BSLC, at BSLC's sole cost and expense, shall, at the termination or expiration of this Agreement, surrender and deliver the Premises in good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear and tear excepted. Except as otherwise provided in writing by District, BSLC's obligations under this Section 16 include, but are not limited to, removing and disposing of all improvements constructed on the Premises. Such removal and disposal shall be in accordance with applicable law. If BSLC fails to comply with Section 16, District may (i) remove all improvements and BSLC real and personal property from the Premises and store the same in a public warehouse or elsewhere at BSLC's expense, (ii) deem all such improvements and property to be abandoned, and, in such event, District may dispose of such improvements and property at BSLC's expense, free from any claim by BSLC or anyone claiming by, through or under BSLC, and (iii) exercise any and all other remedies hereunder, at law and in equity all of which such remedies shall be cumulative and not exclusive. The provisions of this Section 16 and the BSLC's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

17. Access to Premises. BSLC shall permit District, its agents, employees and contractors to have access to and enter the Premises at all reasonable and necessary times to inspect the Premises for any purpose connected with the repair, improvement, care and management of the Premises, or for any other purpose reasonable connected with District's interest in the Premises.

18. Liens. BSLC shall not permit the creation of any type of lien upon the Premises, including, but not limited to a mechanic's or material men's lien. The indemnification provisions of this Agreement shall apply to any such lien. If, because of any act or omission of BSLC, and resulting from BSLC's work on the Premises, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or the Property, BSLC shall, at its own cost and expense, cause the same discharged of record or bonded within thirty (30) days from filing of such lien.

19. Non-Discrimination; Compliance with Applicable Laws. BSLC agrees that it shall not discriminate against any person because of race, color, creed, sex, sexual orientation, religion, national origin, or disability in its use of the Premises. BSLC shall further comply with all applicable federal, state, and local laws, rules, and regulations. Without limiting the generality of the foregoing, BSLC shall comply as applicable with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq (Public Law 101 – 336), and all applicable regulations promulgated thereunder by any regulatory agency. The indemnification and termination provisions of this lease shall apply with respect to BSLC failure to comply with all applicable laws or regulations.

20. Damage to Property. In the event the Premises is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or willful misconduct of BSLC, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued or that may survive hereunder. Should a portion of the Premises be rendered uninhabitable, District shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as soon as practicable, after which the Agreement will continue according to its terms. Notwithstanding anything herein to the contrary, District shall have no obligation to repair damage to BSLC's improvements.

21. BSLC Default. BSLC shall be in default of this Agreement if BSLC fails to fulfill any obligation or duty prescribed by this Agreement. Subject to any governing provisions of law to the contrary, if BSLC fails to cure the default within 30 days of the written notice, said default shall be deemed a material breach of this Agreement and may be grounds for eviction or other legal action to regain possession and recover any damages incurred by District due to BSLC's default. In the alternative, District may elect to cure any default and recover the cost of such action from BSLC. BSLC shall pay all costs, including, if applicable, utility disconnect and reconnect fees, damages, and expenses suffered by District by reason of BSLC's default.

22. District's Remedies Upon Default. If BSLC is in default under this Agreement, District shall have all of the remedies provided for in such circumstances by Colorado law, including without limitation, the right to terminate this Agreement by written notice to BSLC, in which event BSLC shall immediately surrender the Premises to District and, if BSLC fails to do so, District may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or evict BSLC and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for any claim for damages therefor.

23. Holdover by BSLC. Should BSLC remain in possession of the Premises with the consent of District after the natural expiration of this Agreement, a new tenancy from month to month shall be created between District and BSLC which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days' written notice served by either District or BSLC on the other party.

24. Surrender of the Property. At the expiration or termination of this Agreement, BSLC shall quit and surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear thereof and damages to the exterior by elements excepted.

25. Insurance. BSLC covenants and agrees to obtain and keep in full force and effect during the Term, and to pay the premiums and costs for, the types and kinds of insurance set forth in this Section 25.

- a. BSLC shall procure and maintain property insurance on an "all risk" basis (including sprinkler leakage, if applicable) for the full replacement cost of all additions, improvements and alterations to the Premises made by BSLC and of all office equipment, furniture, trade fixtures, merchandise and all other items of

BSLC's property on the Premises. BSLC agrees to have such insurance policies endorsed to provide for a waiver of subrogation against District by the insurance carrier.

- b. BSLC shall procure and maintain commercial general liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the Property, including contractual liability insuring the indemnification provisions contained in this lease, naming District as an additional insured, such insurance to afford protection to the limit of not less than one million dollars
- c. BSLC shall procure and maintain worker's compensation insurance as required to meet the applicable laws of the State of Colorado, and employer's liability insurance.
- d. BSLC covenants and agrees to obtain such other form or forms of insurance as BSLC or District may reasonably require from time to time in form, in amounts and for insurance risks as District may reasonably require.
- e. Except as otherwise approved in writing by District, all insurance obtained by BSLC shall be with insurance companies licensed to do business in Colorado, with an A.M. Best's rating of "A" or better and approved by District, which approval shall not be unreasonably withheld; shall name District as additional insured on the commercial general liability, automobile liability, and builder's risk policies; shall contain a waiver of rights of subrogation as between BSLC and District; and shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon thirty (30) days' prior written notice to District. Certificates of insurance and required endorsements obtained by BSLC shall be delivered to District upon BSLC's occupancy of the Premises and thereafter upon each renewal date of BSLC's insurance. Within ten (10) days after District's written request therefor, BSLC shall provide District with copies of all policies of insurance and endorsements required of BSLC pursuant to this Section 25.
- f. Before commencing work on approved improvements, BSLC and BSLC's contractors, at BSLC's sole cost and expense, shall obtain and maintain or cause to be obtained and maintained worker's compensation insurance covering all persons employed in connection with the work, and shall obtain liability insurance covering any loss or damage to persons or property arising in connection with any such improvements and such other insurance or bonds as District may reasonably require (all of which shall conform to the provisions of Section 25) and shall produce documentation of such within ten (10) days upon request by District.



26. No Waiver of Government Immunity. The parties hereto understand and agree that District is relying on, and does not waive or intent to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq. C.R.S., as from time to time amend or any other limitation or defense otherwise available to District, its officers, or its employees.

27. Indemnification. BSLC shall indemnify and hold harmless District, its directors, employees, and agents from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that occur on the Premises or Property and arise out of or are in any manner connected with BSLC's occupancy of the Premises or use of the Property pursuant to this Agreement. BSLC agrees to investigate, handle, repost to, and provide defense for and defend against any such liability, claim, or demand at the sole expense of BSLC. BSLC also agrees to bear all other reasonable costs and expenses related thereto, including court costs and attorney's fees, except as otherwise provided herein.

28. Non-liability of District. BSLC releases District and its directors, employees, and, agents, from any and all liability for any injury or damage to BSLC, or to BSLC's property located on or about the Premises, resulting from any cause whatsoever, except injury or damage resulting from the gross negligence or willful act of District or its directors, employees, and agents.

29. Abandonment. If, at any time during the term of this Agreement, BSLC abandons the Premises, District may, at its options, and with or without terminating this Agreement, enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to BSLC for damages or for any payment of any kind whatsoever, and may, at District's discretion, retake possession and make sure changes and repair as may be required, relet the Premises for the whole or any apart of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at District' option, hold BSLC liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, and the net rent for such period realized by District by means of such reletting, less all expenses of such changes and repairs.

30. Attorney's Fees. BSLC shall pay all reasonable attorneys' fees and costs on behalf of District if any action brought by District results in a final court ruling or stipulated settlement in favor of District.

31. Notices. In every case where notice is required or permitted in this Agreement, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other addresses as shall be given in writing by one party to the other according to the provisions hereof.

If to BSLC:

WE NEED YOUR ADDRESS

If to District:

Lake County School District R-1  
Attn: Superintendent  
328 West 5<sup>th</sup> Street  
Leadville, CO 80461

32. Time of Essence. Time is of the essence of this Agreement.
33. No Partnership Created. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or constructed to create, a joint venture, partnership, or other similar relationship between the parties.
34. Third Parties. This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party any right to claim damages or to bring suit, action or other process against the parties because of any breach hereof or because of any of the terms, covenants, agreement and conditions herein.
35. Complete Agreement. It is understood and agreed that this Agreement contains the complete and final expression of the agreement between the parties as to the subject matter of this Lease and that there are no promises, representations, or inducements except as are herein set forth.
36. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Agreement are not permitted.
37. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado without regard to its conflict of laws rules. The parties agree to the jurisdiction and venue of the courts of Lake County, Colorado in connection with any dispute arising out of or in any matter connected with this Agreement.
38. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.
39. Section Headings. Section Headings are inserted for convenience only and in no way limit or define interpretation to be places upon this Agreement.
40. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.
41. No Recording. This Agreement MAY NOT be recorded in the real property records.
42. Survival of indemnity Obligations. All indemnity obligations provided for in this Agreement shall survive the expiration or termination of this Agreement and shall be fully enforceable for a reasonable and foreseeable time thereafter, notwithstanding the expiration or termination of this Agreement.

43. Binding Effect. Agreement shall be binding upon, and shall inure to the benefit of the parties, and their respective successors and permitted assigns.

[Signature Page Appears on Next Page]

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the day and year first above written.

LAKE COUNTY SCHOOL DISTRICT R-1

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ATTEST:

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MORNING STAR CHILD CARE D/B/A BRIGHT  
START LEARNING CENTER

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**EXHIBIT A**  
Premises

## **EXHIBIT B**

### **Building Rules and Regulations**

1. No sign, placard, picture, advertisement, lettering, name or notice (hereinafter collectively referred to as "sign") shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building, the Premises or the surrounding area without District's written consent which shall not be unreasonably withheld. If District gives such consent, District may regulate the manner of display of the sign. District shall have the right to remove any sign that has not been approved by District or is being displayed in a non-approved manner without notice to and at the expense of the Tenant. All approved signs shall be installed at the expense of Tenant by a person approved by District. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall that may appear unsightly from outside of Premises.

2. The sidewalks, paved area, exits and entrances shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. The paved areas, exits, entrances, and roof are not for the use of the general public and the District shall in all cases retain the right to control thereof and prevent access thereto by all persons whose presence in the judgment of the District shall be prejudicial to the safety, character, reputation and interests of the Building or its Tenants; provided, however, that nothing herein contained shall be construed to prevent access by persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees, invitees, contractors or subcontractors of any Tenant shall go upon the roof of the Building.

3. Tenant shall not alter any lock or install any new additional locks or any bolts on any door of the Premises without the written consent of District.

4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including without limitation diapers, flushable wipes, and feminine hygiene products, shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the Tenant who, or whose employees, agents, or invitees, shall have caused it.

5. Tenant shall not overload the floor of the Premises, shall not mark on or drive nails, screw or drill into the partitions, woodwork or plaster (except as may be incidental to the hanging of the wall decoration), and shall not in any way deface the Premises or any part thereof.

6. Tenant shall not use, keep, or permit to be used any food or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the District or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with the other Tenants or those having business in the Building. No animals or birds shall be brought in or kept in or about the Premises or the Building. No Tenant shall disturb neighboring Buildings or Premises, or those having business with such occupants, by the use of any musical instruments, radio, phonograph, unusual noise or in any other way. No Tenant shall throw

anything out of doors or down the passageways. No cooking shall be permitted by Tenant in the Premises.

7. Tenant shall not use or keep in the Premises, or the Building, any kerosene, gasoline or inflammable combustible fluid or material or use any method of heating or air conditioning other than that supplied by District.

8. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of District.

9. Tenant, upon termination of the tenancy, shall deliver to the District the keys to the Building, offices, rooms and toilet rooms which shall have been furnished and shall pay the District the cost of replacing any lost key or of changing the lock or locks opened by such lost key if District deems it necessary to make such change.

10. No Tenant shall affix to the floor of the Premises any linoleum, tile, carpet or other similar floor coverings except as approved by the District. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Tenant.

11. District reserves the right to exclude or expel from the Premises any person who, in the judgment of Landlord, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

13. Tenant agrees that it shall comply with all fire regulations that may be issued from time to time by District.

14. District reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in District's judgment, it is necessary, desirable or proper for the best interest of the Building or its Tenants.

15. Without the written consent of District, which shall not be unreasonably withheld, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address. Tenant shall not disturb, solicit, or canvas any occupant of the Building and shall cooperate to prevent same.

16. Tenant shall be entitled to use parking spaces during working hours. Tenant shall not park in driveways or loading areas nor reserved parking spaces of other tenants. District or its agents shall have the right to cause to be removed any car of Tenant, its employees or agents, that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless District, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle and for all expenses incurred by District in connection with such removal. Tenant will from time to time, upon request of District, supply District with a list of license plate numbers of vehicles owned and/or operated by its employees and agents. Tenant shall place and maintain blocks under any trailers parked in the parking facilities to protect the asphalt thereunder.

4830-5756-7175, v. 2

**Lake County Board of Education  
Aug. 11, Regular Meeting**

**Below are the academic learning plans that were provided to families to see and be able to choose between the models**

**Academic Learning Plan Overview**

**Color Band Model**

- **The Center (PK)**  
Classes are being reduced to serve 10 students and an additional 6 students from each class will learn from home with instructional plans provided by Center staff. There will be an online component supported and parent guided learning.
- **West Park Elementary (K-2) & Lake County Intermediate School (3-6)**  
Students assigned to Group A will attend school each Monday and Wednesday (Friday if no school on Monday), and students assigned to Group B will attend school each Tuesday and Thursday. A/B group assignments will be communicated to you by your school. During the first three weeks, we will increase the amount of at-home activities according to age-appropriate levels. Devices will be provided for each student – iPads for K-1 and Chromebooks for 2-6 students. Attendance will be taken daily, and staff will work onsite daily.
  - We are continuing to explore options for the days students are not at school and will keep you informed of updates.
- **Lake County High School (7-8)**  
Students assigned to Group A will attend school each Monday and Wednesday (Friday if no school on Monday), and students assigned to Group B will attend school each Tuesday and Thursday. A/B group assignments will be communicated to you by your school. In-classroom instruction will be combined with an online experience. Devices will be provided for each student. Students who need assistance in the school - during their online day - will be accommodated. Attendance will be taken each day, and staff will work onsite daily.
- **Lake County High School (9-12)**  
Students assigned to Group A will attend school each Monday and Wednesday (Friday if no school on Monday), and students assigned to Group B will attend school each Tuesday and Thursday. A/B group assignments will be communicated to you by your school. In-classroom instruction will be combined with an online experience. Devices will be provided for each student. Students who need assistance in the school - during their online day - will be accommodated. Attendance will be taken each day, and staff will work onsite daily.
- **Cloud City High School (formerly DOOR Program) (9-12)**  
One-third of the students will attend school each day, and students are assigned to a set cohort. Cohorts will rotate one in-classroom day with two online learning days (Tuesdays-Thursdays). Mondays will be days where students can engage in their communities completing service learning projects as well as synchronous meetings with Cloud City staff scheduled individually. Internship opportunities will be scheduled on non-classroom instructional days pending local public health guidance. Attendance will be taken each day.



### Virtual Learning Option provided by LCSD

- **K-8**
  - Virtual instruction will include four core instructional classes and one elective instructional class.
  - The online experience will follow a phased-in approach with two core classes in the first two weeks to acclimate students to the online experience before other classes are added.
  - Crew teacher will be assigned and support each student including weekly check-ins
  - **Special education and social emotional services will be delivered virtually**
  - **Programming will keep students on track for the next grade level**
- **9-12**
  - Virtual instruction will including programming aligned with graduation pathway plans
  - Crew teacher will be assigned and support each student including weekly check-ins
  - Special education and social emotional services will be delivered virtually