

District Mission:

LCSD Challenges students to reach their fullest potential

through personal, engaged and rigorous learning in the classroom and

Board Priorities:

beyond.

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 Oct. 13, 2020 5:00 pm Regular Meeting Location: District Office-Room 11 & via Zoom

- 1. 5:00 Call to order
- 2. 5:01 Pledge of Allegiance
- 3. 5:02 Roll Call
- 4. 5:03 Preview Agenda
- 5. 5:04 Book Study-Superintendent Massey
- 6. 5:15 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.
- 7. 5:25 Consent Agenda
 - a. Sept. 14, 2020 Regular Meeting Minutes
 - b. Sept. 17, 2020 Special Meeting Minutes
 - c. Sept. 22, 2020 Special Meeting Minutes
 - d. Sept. 29, 2020 Special Meeting Minutes
 - e. Oct. 6, 2020 Special Meeting Minutes
 - f. Employee Status
 - g. Resolution NO. 21-08 Increase in Grant Funds 22
- 8. 5:26 BEST Update
- 9. 6:00 Community Connectors-Carlye Sayler
- 10. 6:15 Discussion Item
 - a. 6:15 Naming process
 - b. 6:45 District Accountability Committee
- 11. 6:50 Student Representative Report
- 12. 6:55 Break
 - 13. 7:00 Action Items
 - a. 7:00 LCSD & LCEA MOU in regards to COVID Leaves
 - b. 7:05 Resolution NO. 21-07 COVID leaves
 - 14. 7:10 Oversight Calendar
 - a. Policy review SP-1 through SP-5
 - 15. 7:30 Superintendent Update
 - a. Calendar/Realtor Cookies
 - 16. 8:00 Board Reports
- 17. 8:10 Agenda planning
- 18. Adjourn

A few welcoming notes:



Learning Beyond Walls

19. Next Meeting or event:

- a. Oct. 20, 2020 Special Meeting 4:00 pm @ District Office/Zoom
- b. Oct. 27, 2020 Work Session 6:30 pm @ District Office/Zoom
- c. Nov. 3, 2020 Special Meeting 4:00 pm @ District Office/Zoom
- d. Nov. 10, 2020 Regular Meeting 5:00 pm @ District Office/Zoom

Estimated duration of meeting is 2.5 to 3 hours **Updated 10/7/2020

A few welcoming notes:



Learning Beyond Walls

Mision del Distrito:

LCSD desafía a los estudiantes a alcanzar su máximo potencial a través del aprendizaje personal, comprometido y riguroso en el aula y más allá.

Prioridades de la junta:

Asegúrese de que todos los estudiantes se mantengan en o por encima del nivel de grado cada año y se gradúen preparados para implementar con éxito un plan para la universidad o una carrera.

Todos los días estamos preparados para la universidad o una carrera.

Brindar a todos los estudiantes oportunidades de aprendizaje interesantes.

El rigor y el compromiso están en todas partes.

Crea un espacio seguro, inclusivo y acogedor para todos.

La diversidad y la cultura nos hacen mejores.

Planificar y ejecutar las inversiones de capital y capital humano que mejorarán nuestro distrito.

Planeamos para el futuro.

Junta de Educación del Distrito Escolar del Condado de Lake 13 de octubre de 2020 5:00 pm Reunión ordinaria Ubicación: Oficina del distrito Room 11 y via Zoom

- 1. 5:00 Llamada al orden
- 2. 5:01 Juramento a la bandera
- 3. 5:02 Pasar lista
- 4. 5:03 Vista previa de la agenda
- 5. 5:04 Estudio de libro-Superintendente Massey
- 6. 5:15 Participación pública

Los miembros del público que deseen dirigirse a la junta sobre temas que no estén en la agenda pueden hacerlo en este momento. Regístrese con el secretario de la junta . Le pedimos que observe las siguientes pautas:

- Limite sus comentarios a asuntos relacionados con los negocios del Distrito Escolar.
- Reconozca que los estudiantes a menudo asisten o ven nuestras reuniones. Por lo tanto, los comentarios del orador deben ser adecuados para una audiencia que incluya a estudiantes de jardín de infantes a duodécimo grado.
- Entender que la junta no puede discutir asuntos específicos de personal o estudiantes específicos en un foro público.
- 6. 5:25 Agenda de consentimiento
 - a. Actas de la reunión ordinaria del 14 de septiembre de 2020
 - b. Acta de la reunión especial del 17 de septiembre de 2020
 - c. Acta de la reunión especial del 22 de septiembre de 2020
 - d. Acta de la reunión especial del 29 de septiembre de 2020
 - e. Acta de la reunión especial del 6 de octubre de 2020
 - f. Estado del Empleado
 - g. Resolución NO. 21-08 Aumento de los fondo 22
- 7. 5:26 BEST actualización
- 8. 6:00 Conector de comunidad=Carlye Sayler
- 9. 6:15 Tema de discusión
 - a. 6:15 Proceso de denominación
 - b. 6:45 Responsabilidad del distrito / Responsabilidad escolar
- 10. 6:50 Informe del representante estudiantil
- 11. 6:55 Descanso
 - 12. 7:00 Elementos de acción
 - a. 7:00 LCSD y LCEA MOU con respecto a las licencias COVID
 - b. 7:05 Resolución NO. 21-07 hojas de COVID
 - 13. 7:10 Calendario de supervision
 - a. Revisión de políticas SP-1 a SP-5
 - 14. 7:30 Actualización del Superintendentea. Calendario / Cookies de agentes inmobiliarios
 - 15. 8:00 Informes de la junta

A few welcoming notes:



Learning Beyond Walls

16. 8:10 Planificación de la agenda

- 17. Aplazar
- 18. Next Reunion o evento:
 - a. 20 de octubre de 2020 Reunión especial 4:00 pm @ Oficina del distrito / Zoom
 - b. 27 de octubre de 2020 Sesión de trabajo 6:30 pm en la oficina del distrito / Zoom
 - c. 3 de noviembre de 2020 Reunión especial 4:00 pm en la oficina del distrito / Zoom
 - d. 10 de noviembre de 2020 Reunión ordinaria 5:00 pm en la oficina del distrito / Zoom

La duración estimada de la reunión es de 2,5 a 3 horas ** Actualizado el 7 de octubre de 2020

Algunas notas de bienvenida:

El tiempo de reunión de la junta se dedica a su misión estratégica y sus principales prioridades. • La "agenda de consentimiento" tiene elementos que han sido discutidos previamente o son muy rutinarios. Al no discutir estos temas, podemos dedicar tiempo a nuestras prioridades más importantes. • La "participación pública" es una oportunidad para presentar breves comentarios o plantear preguntas a la junta para su consideración o seguimiento. Los límites de tiempo son 3 minutos para oradores individuales si menos de 20 personas se han inscrito para hablar; Límite de 2 minutos y 5 minutos para grupos de 20 inscritos; y 1 minuto para individuales y 3 minutos para grupos si más de 30 se han inscrito para hablar. Consulte la Política de la Junta GP-14 (Proceso de gobernanza) para conocer la política completa). Los límites están diseñados para ayudar a mantener la reunión estratégica enfocada y de ninguna manera limita las conversaciones más allá de la reunión de la junta. • Sus ideas son necesarias y bienvenidas y la junta le anima a solicitar una reunión con cualquier miembro del equipo de liderazgo o llame a la oficina del distrito al 719-486-6800. Abundan las oportunidades. Su participación es muy deseada d.

A few welcoming notes:

SCHOOL BOARD MINUTES

Regular Meeting

Sept. 14, 2020

<u>Pledge of Allegiance</u> –Director Eudelia led the pledge of allegiance.

<u>Roll Call of Members</u> - The regular meeting of the Board of Directors for Lake County School District R-1 was called to order on Sept. 14, 2020 at 4:06 p.m. and was held at the District Office and via Zoom. Directors Contreras (via zoom), Fiedler (via zoom), and Solomon (via zoom) and Superintendent Massey was present. Director Flores and Weston were absent and excused. Student representative Michaela Main was present. **<u>Reading or Energize item</u>**- Jeff Fiedler spoke about missing the in person interaction with the changes and asked the board a question of what is fun fact about you that others

may not know.

Public Participation- NA

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

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

motion carried 3-0-2.

Best Update-Reilly O'Brien presented an update to the board on the West Park BEST project.

Public Health Update-Collen Nelson from Lake County Public Health. She spoke regarding working with the district on COVID cases and the procedures that both agencies are working to follow. Collen answered questions from the board in regards to the Risk Level Indicator Guidelines that public health released and additional questions they had around quarantined students and staff.

<u>School Based Health Center-</u>Jenna Worthen and Helen Royal from School Based Health Center presented to the board and answered questions the board had.

<u>Action Items-</u> It was moved by Director Solomon to approve the MOU between LCSD & LCEA in regards to the COVID leaves. Director Fiedler seconded the motion: Superintendent Massey spoke to the board in regards to the MOU (12a) and COVID leave from the federal government and working with LCEA. The need to continue working with LCEA on the MOU is needed and she will work to bring both the MOU and Resolution NO. 21-07 (that includes all other staff not cover under LCEA negotiated agreement) at a later meeting.

It was moved by Director Solomon to table both 12a. (MOU in regards to COVID leaves) and 12b (Resolution NO. 21-07 COVID leaves) and have them added to a future meeting.

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

It was moved by Director Solomon to approve Resolution NO.21-05 the Policy Governance Administrator's Manuel Overhaul Project. Director Fiedler seconded the motion;

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

motion carried 3-0-2.

Oversight Calendar-The District Performance framework was discussed. The ratings from last year will be the same for this year due to the lack of data available because of COVID. Superintendent Massey spoke about setting up a District Accountability Committee and possible School Accountability Committee and what it looks like to set this committee up. The enrollment numbers from Sept. 4 were gone over. These are not numbers that for October count (funding) but just initial numbers from the start of school knowing that we have had changes the first two weeks of school. The Strategic Plan timeline proposal was looked and feedback from the board was given.

<u>Student representative update-</u> Michaela Main gave a report that they will be holding officer elections soon and shared that she likes the virtual option so far this year.

<u>Superintendent Update-</u> Superintendent Massey shared the video from the start of school, gave an update about the 4 day calendar and that is under review at the state, the 7th classroom at The Center was discussed and the CASB board advocacy was presented on how things are done by them.

Board reports- Director Solomon reported that there has not been a Policy Council meeting yet and she had not report. Director Fielder stated that he had no additional report on the BEST update after their report earlier. Director Contreras had no report.

Upcoming meetings were discussed and agenda planning was done.

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

Director Fiedler seconded the motion; motion carried.

Meeting adjourned at 7:39 pm.

ATTEST:

Rod Weston, Secretary

Eudelia Contreras, President

SCHOOL BOARD MINUTES

Special Meeting

Sept. 17, 2020

<u>**Pledge of Allegiance**</u> –Director Eudelia led the pledge of allegiance.

<u>**Roll Call of Members</u>** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Sept. 17, 2020 at 5:00 p.m. and was held at the District Office and via Zoom. Directors Contreras, Fiedler, Solomon (via zoom), and Weston (via zoom) and Superintendent Massey was present. Director Flores was absent and excused. Student representative Michaela Main was absent and excused.</u>

Public Participation- NA

<u>COVID Stakeholder Focus Groups-</u>Superintendent Massey led focus groups to get feedback from students, community, parents and staff. The following people gave feedback: Roxie Aldaz, Kaytlin Sprague, Dana Green, Beverly Lauchner, Danny O'Brien, Crystal Eucedo, Katrina Hanger, Kelly Martinez, Karla Alder, Jeff Spencer, Marionette Perez, Devin Riggs, Kathleen Fitzsimmons, Melina Compean, Becca Katz, Mary Jelf and John Baker. Director Contreras thanked everyone for taking the time to come to the meeting and expressed how much the board appreciates everyone sharing their feedback and valued hearing from everyone.

A short break was taken and the meeting resumed.

<u>Survey Results-</u>Superintendent Massey shared the results from the survey that was sent out to parents, staff and the community.

Discussion- The board discussed their thoughts from all the information that has been shared with them. They spoke of themes that they continued to hear throughout the night. **Next Steps-** Superintendent Massey summarized what the board is asking and will work on a plan and bring to the next meeting about proposed next steps.

Upcoming meetings were discussed and it was decided that we will start the special meeting on Sept. 22nd at 5:30 pm.

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

Meeting adjourned at 8:00 pm.

ATTEST:

Rod Weston, Secretary

Eudelia Contreras, President

SCHOOL BOARD MINUTES

Special Meeting

Sept. 22, 2020

<u>Pledge of Allegiance</u> –Director Eudelia led the pledge of allegiance.

<u>**Roll Call of Members</u>** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Sept. 22, 2020 at 5:30 p.m. and was held at the District Office and via Zoom. Directors Contreras, Fiedler, Solomon (via zoom), and Weston (via zoom) and Superintendent Massey was present. Director Flores was absent and excused. Student representative Michaela Main was absent and excused.</u>

Public Participation- NA

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

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

motion carried 4-0-1.

<u>**Oversight Calendar-**</u>Mike Vagher reported to the board on safety and security for the district and what he is looking at for this year including: the SRO (School Resource Officer) for the district, SAFER grant and a threat assessment grant. He then answered follow up questions from the board.

<u>Naming process for New PK-2 School-</u>Superintendent Massey explained the policy and the proposed plan and timeline around naming of the new PK-2 building.

Action Items- It was moved by Director Fiedler to approve the MOU between LCSD & LCEA in regards to the COVID leaves. Director Solomon seconded the motion: Superintendent Massey spoke to the board in regards to the MOU (6a) and COVID leave from the federal government and working with LCEA. The need to continue working with LCEA on the MOU is needed as LCEA is working on approval from their membership and she will work to bring both the MOU and Resolution NO. 21-07 (that includes all other staff not cover under LCEA negotiated agreement) at a later meeting. It was moved by Director Solomon to table both 9a. (MOU in regards to COVID leaves) and 9b (Resolution NO. 21-07 COVID leaves) and have them added to a future meeting. Director Fiedler seconded the motion;

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

motion carried 4-0-1.

It was moved by Director Fiedler to approve the district COVID plan. There was discussion and concerns about approving anything before a discussion on all of the options presented. Director Fiedler withdrew his motion. Director Contreras, as board president, than chose to have a discussion on all the options and hear more information from Superintendent Massey and others about what each option would look like.

Superintendent Massey then explained the options and shared the feedback from the survey. Ideas on the 2nd day programming was shared by Superintendent Massey, Taylor Trelka and Cheryl Talbot.

A short break was taken and the meeting resumed.

Board members discussed their thoughts around the plans presented.

It was moved by Director Fiedler to vote on Option 1 as presented and would include sub option A and B. Director Weston seconded the motion;

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

motion carried 4-0-1.

<u>Superintendent update-</u>Superintendent Massey shared that she has been doing a book study with the administration and is proposing that she bring the same activity to the board meeting to replace the energizer item moving forward.

LURA update- Director Weston provided a letter in the packet and spoke of his work on the LURA committee.

<u>Agenda planning-</u>The board discussed topics for upcoming meetings and it was decided that we will start the special meeting on Sept. 22^{nd} at 5:30 pm.

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

Sept. 22, 2020 Page 4

Meeting adjourned at 8:00 pm.

ATTEST:

Rod Weston, Secretary

Eudelia Contreras, President

SCHOOL BOARD MINUTES

Special Meeting

Sept. 29, 2020

<u>Pledge of Allegiance</u> –Director Eudelia led the pledge of allegiance.

<u>**Roll Call of Members</u>** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Sept. 29, 2020 at 4:00 p.m. and was held at the District Office and via Zoom. Directors Contreras, Flores (via zoom), Solomon (via zoom), and Weston (via zoom) and Superintendent Massey was present. Director Fiedler was absent and excused. Student representative Michaela Main was absent and excused.</u>

District COVID Update- Superintendent Massey spoke of there being two cases of positive COVID at Lake County High School and that they are now in "Red" status, learning remotely, and having students and staff in quarantine. She gave and update on the extension of the 100 Elk for the two weeks and working with DJ Nephew from technology looking at additional services for students.

Taylor Trelka gave an update about the 2nd day supports. West Park will stay in an A/B rotation and students will be able to attend every day, their "off" day will have programming that will be housed at the district offices. LCIS will have students attend every day and have a split schedule. Project Dream will still have some online options for afterschool programming and things for students to do. High school students are able to access tutoring through CMC and the staff continue to give this information to the

students. There will be Friday programming at the high school to help students who need to do credit recovery.

The board asked follow up questions and clarifications.

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

Meeting adjourned at 4:36 pm.

ATTEST:

Rod Weston, Secretary

Eudelia Contreras, President

SCHOOL BOARD MINUTES

Special Meeting

Oct. 6, 2020

<u>**Pledge of Allegiance**</u> –Director Eudelia led the pledge of allegiance.

<u>**Roll Call of Members</u>** - The special meeting of the Board of Directors for Lake County School District R-1 was called to order on Oct. 6, 2020 at 4:02 p.m. and was held at the District Office and via Zoom. Directors Contreras, Fiedler, Flores, Solomon, and Weston (all board members were via zoom) and Superintendent Massey was present.</u>

District COVID Update- Superintendent Massey spoke of an update from Public Health; the high school doing check ins with all the students 7-12 for things they need during the "Red" status and of the supports they are working on up there. CMC is also looking to offer tutoring to all students who take kids CMC classes and then maybe some other tutoring that would expand for K-12. The IT department is still looking into more options for technology around town. There are changes happening with spaces at the district office to help with spaces for the kids from West Park for the 2nd day supports. Taylor Trelka gave an update about the 2nd day supports and the progress that has been made over the past week. She has been working closely with Kathleen and Cheryl and will be training with additional staff on Friday to get ready. The board asked follow up questions and clarifications. Page 2 It was moved by Director Weston to adjourn the meeting. Director Solomon seconded the motion; motion carried.

Meeting adjourned at 4:32 pm.

ATTEST:

Rod Weston, Secretary

Eudelia Contreras, President

Certified Staff

Recommended for Hire

Name Stock, McKenzie Assignment Elemtary Art Teacher Degree BA - Geology License- Endorsement UT - Secondary Science **Experience**

1 year

<u>Name</u> Rapke, Taylor Current Assignment SPED - WP Transfer AssignmentLocationAfter School Programs Site Supervis West Park

<u>Transfers</u>

Effective 10/19/2020

Resignations/Terminations

Eudelia Contreras, President

Rod Weston, Secretary

10/7/2020

Support Staff/Classified

Recommended for Hire

Baumgartner, Matthew Carey, Rebecca Martinez, Mary Mora Lopez, Laura Snyder, Craig Substitute Substitute Custodian - PM Custodian - PM Substitute Bus Driver

District District West Park Intermediate District

Name Rapke, Taylor Current Assignment SPED Teacher - WP <u>Transfer Assignment</u> Afterschool Programs Site Supervisor

WP

Effective

Resignations/Terminations

Transfers

Eudelia Contreras, President

Rod Weston, Secretary

10/7/2020

Lake County School District R-1 Employee Status Report October 13, 2020

Certified/Staff

SPED Teacher

West Park

District

District

The Center

Classified/Support Staff

Substitute Teachers Pre-K SubstituteTeachers Maintenance Worker

Coaches/Athletics

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

RESOLUTION NO. 21-08

BE IT RESOLVED THAT, the Board of Education of Lake County School District R-1 authorizes an increase in the 2020-2021 Funds as follows:

Grants Fund 22

Family Connector Grant (new acquisition)

\$26,807.00

Total \$ \$26,807.00

Rod Weston, Secretary

Eudelia Contreras, President

Dated: Oct. 13, 2020





West Park Elementary Project Progress Update #10 October 13th, 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	\$30,420,098	\$6,813,804	\$ 96,960

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 & 3rd Party Testing Ground Engineering
- Traffic Consultant McDowell Engineering
- Furniture, Fixtures, & Equipment Procurement BCInteriors

Recently Completed

- Design
 - Full State Building Permit was released
 - Furniture Design meetings 9/21/20 & 9/29/20

- Budget

- Exec Team approved Add Alternates:
 - To provide solid surface countertops instead of laminate for all casework,
 - Add a tile wainscot in all corridors,
 - Add a comprehensive snow melt system to critical exterior sidewalk areas,
 - And to provide stainless steel exterior instead of painted handrails.

- Construction

- Gym precast panel installation
- ECE / Kindergarten concrete slab placement

In Progress

- Design

- o Coordination with utility providers and local AHJs
- Design of addition of 2 PK classrooms

- Budget

- Exec Comm continuing to review Add Alternates per decision schedule
- FCI working on pricing for the 2 PK Classroom addition

- Construction

- Site asphalt laying
- Site preparations for winter
- Elementary wing steel erection

Upcoming

- Procurement

- Technology facilitated by LCSD & DPM
- Moving Company facilitated by DPM (for summer 2021)

- Design

- Completion of 2 PK Classroom addition design
- Example furniture available for review -10/26/20 10/30/20
- Second furniture design meeting 11/9/20

- Construction

- Elementary wing interior and exterior wall framing
- Roof framing on Elementary wing

- Abatement

 Abatement of existing West Park Elementary School Facility to occur summer 2021

PHOTOS

On following pages





West Park Elementary Project Progress Update #10 October 13th, 2020



9/30/2020 – Drone Photo of site



9/30/20 - View from the curve of the parent drop off access road







9/30/2020 - View from east wing



9/30/20 - Steel erection of west wing





AGREEMENT TO FURNISH CONSULTING SERVICES

THIS AGREEMENT TO FURNISH CONSULTING SERVICES ("Agreement") is dated and is effective as of <u>September 15th, 2020</u>, and is between LAKE COUNTY SCHOOL DISTRICT R-1 ("District") and BOTTOM LINE DESIGN, LLC, d.b.a. BC INTERIORS. ("Consultant"). The District and the Consultant are each individually referred to in this Agreement as a "Party", and collectively as the "Parties."

WHEREAS, the District wants to engage the Consultant to render the consulting services described in this Agreement, and Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Agreement; and

WHEREAS, sufficient legal authority exists and sufficient funds have been budgeted and are available for the work to be performed by Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

- 1. The Project. The Project ("Project") is as described in <u>Exhibit A</u> (Qualifications and Proposal for: West Park Elementary School Replacement Project)
- 2. **Consultant's Services**. The Consultant will provide the consulting services for the District described in <u>Exhibit A</u> ("Services"). Execution of this Agreement is the Consultant's authorization to proceed with these Services. If any of the Services have been performed prior to the execution of this Agreement, such Services are approved by District, and are subject to the terms and conditions of this Agreement.
- 3. Additional Services. When authorized by the District in writing, the Consultant will furnish or obtain from others additional professional services in connection with the Project due to changes in the scope of the Project or District's desire for additional or different work to be performed by Consultant or others. Unless otherwise agreed, Consultant's additional services will be billed to District as described on Exhibit A.
- 4. **Consultant's Fees**. The compensation for the Consultant's Services will be in accordance with the Consultant's billing criteria as described on **Exhibit A.** The Consultant will submit invoices to the District for Services rendered during the preceding month, such invoices to be in such form and detail as will reasonably be required by the District. Reimbursable expenses incurred in connection with Additional Services will be itemized. The District agrees to pay the Consultant within 45 days of receipt of properly documented invoices.
- 5. **Payment of Sub-Consultants**. Consultant will contract with and pay any and all Sub-Consultants used by Consultant in the performance of the Services. District will in no event have any liability to any Sub-Consultant, and Consultant will, to the extent permitted by law, indemnify, defend, and hold District harmless from any such liability for payments owing to Sub-Consultant.
- 6. **Commencement and Completion of Services**. The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services will be completed as soon as good practice

and due diligence will permit. In any event, the Services will be completed on or before August 1st, 2021.

7. **District's Representations.** Pursuant to Section 24-91-103.6, C.R.S., District states that:

- A. The money which has been appropriated by the Board of Education of LAKE COUNTY SCHOOL DISTRICT for the Services required under this Agreement is equal to or in excess of the contract amount.
- B. No change order or other form of order of directive will be issued by the District requiring additional compensable Services to be performed by Consultant, which work causes the aggregate amount payable under this Agreement to Consultant to exceed the amount appropriated for the original Agreement, unless the Consultant is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.).

For any form of order or directive by the District requiring any compensable work to be performed by Consultant, District will reimburse the Consultant for the Consultant's costs on the same basis as District makes Consultant's progress payments under this Agreement for all additional directed work performed by Consultant until a change order is finalized. In no instance will the periodic reimbursement be required before the Consultant has submitted an estimate of cost to District for the additional compensable work to be performed.

8. Representations.

a. Consultant represents that Consultant will perform the Services in a diligent, safe, and workmanlike manner and Consultant shall use its best skill and judgment pursuant to the standards of the profession for such Services in furthering the District's best interests. If Consultant's performance does not conform to such standards and District notifies Consultant of same, Consultant agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance shall be at the Consultant's sole expense.

b. The Consultant represents that it understands the nature, location, and scope of the Services, the character of the equipment and facilities needed prior to and during the performance of the Services, the general and local conditions, and all other matters which can in any way affect the Services and is not relying on any representations or promises by the District except as set forth in this Agreement.

c. The Consultant shall cooperate with and shall not in any way interfere with the other consultants, if any, on the site or any work or employees of the District.

d. The Consultant represents that it has full authority under applicable law to execute and deliver this Agreement and to perform all of the obligations under this Agreement.

9. <u>License Requirements; Permits.</u> As a condition of this Agreement, the Consultant shall maintain in effect all times during the term of this Agreement, a valid and appropriate license, certification, and/or registration, if and as required by federal, state and/or local laws. The Consultant shall ensure that each of its employees, subcontractors, or similar personnel who are subject to licensing,

certification, and/or registration maintain in effect at all times while performing the Services, a valid and appropriate license, certification, and/or registration, if and as required by law. Contractor shall secure and pay for any local permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Services

10. Insurance.

- A. Consultant will procure and maintain, at Consultant's own costs a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to the Section this Agreement entitled "Indemnification." Such insurance will be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant will not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section of this Agreement entitled "Indemnification" by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance, or types.
- B. Consultant will procure and maintain, and will cause any Sub-Consultant or Sub-Consultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages will be procured and maintained with forms and insurers acceptable to the District. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section of this Agreement entitled "indemnification." In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverage.
 - i. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Consultant or a Sub-Consultant or Sub-Consultant engaged in the performance of work under this Agreement. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Section.
 - ii. general liability insurance with minimum combined single limits of \$1,000,000. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations.
 - iii. comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate with respect to each of Consultant's owned, hired or nonowned vehicles assigned to or used in performance of this Agreement
 - iv. professional liability insurance with minimum \$1,000,000 per occurrence, and \$2,000,000 annual aggregate
- C. The Consultant's general liability insurance policy will be endorsed to include the District as an additional insured. Every policy required above will be primary insurance, and any insurance carried by the District, its officers, or its employees will be excess and not contributory insurance to that provided by Consultant. Consultant is solely responsible for any deductible losses under any policy required above.

D. A certificate of insurance will be completed by Consultant's insurance agent and provided to the District as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and will be reviewed and approved by the District prior to commencement of the Agreement. The certificate will identify this Agreement and the consultant will provide that the coverages afforded under the policies will not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the District. The completed certificate of insurance will be sent to:

LAKE COUNTY SCHOOL DISTRICT R-1 328 West 5th Street Leadville, CO 80461

- E. Notwithstanding any other portion of this Agreement, failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits will constitute a material breach of this Agreement for which the District may immediately terminate this Agreement, or, at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the District will be repaid by Consultant to the District upon demand, or the District may offset the cost of the premiums against any monies due to Consultant from the District.
- F. In entering into this Agreement the District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$999,000 per occurrence) or any other rights, immunities, and protections provided by Colorado Governmental Immunity Act, Section 24-10-101, <u>et seq</u>., C.R.S., as from time to time amended (the "Act"), or any other law or limitation otherwise available to the District, its officers, or its employees.

11. Indemnification.

- A. Consultant will indemnify, defend, and hold the District, its officers, employees, and insurers harmless 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 arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:
 - i. the negligent, intentional, or willful act of Consultant, or any officer, employee, representative, agent or Sub-Consultant of Consultant; or
 - ii. Consultant's s breach of this Agreement.

except to the extent such liability, claim, or demand is caused by the negligent, intentional, or willful act of the District, its officers, employees, or agents, or District's breach of this Agreement.

B. This indemnity provision is to be interpreted to require Consultant to indemnify, defend, and hold the District harmless only to the extent of the proportionate share of negligence or fault attributable to Consultant and/or a person for whom Consultant is responsible under this Section.

- C. To the extent indemnification is required under this Agreement, Consultant will investigate, handle, respond to, and to provide defense for and defend against (with counsel acceptable to District), any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees and the District's attorney fees.
- D. This Section will survive the completion or termination of this Agreement and will be fully enforceable thereafter until all of the requirements of this Section are performed.

12. **Termination.**

- A. This Agreement may be terminated by either Party upon 10 days' prior written notice to the other Party in the event of a substantial failure by the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party.
- B. This Agreement may also be terminated by the District for its convenience upon 10 days' prior written notice to the Consultant.
- C. If this Agreement is terminated by District as provided in Subsection B, the District will pay the Consultant in full for Services performed to the date of notice of termination, plus any Services the District deems necessary during the notice period. Such compensation will be paid upon the Consultant's delivering or otherwise making available to the District all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

13. Non-Discrimination; Compliance with Applicable Laws. Consultant agrees that it:

- A. Will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, age, disability, or other protected status.
- B. Will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, age, disability or other protected status.
- C. Will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, age, disability, or other protected status.
- D. Consultant will further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Consultant will comply with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The indemnification and termination provisions of this Agreement will apply with respect to Consultant's failure to comply with all applicable laws or regulations.

- 14. **Independent Contractor**. Consultant will perform the Services as an independent contractor and not as an agent or an employee of District. Consultant will be free from the control and direction of the District in the performance of the Services, both under the terms of this Agreement and in fact. District and Consultant further stipulate and agree that Consultant is customarily engaged in an independent trade, occupation, profession or business related to the performance of the work required by this Agreement. <u>Consultant understands that:</u>
 - A. DISTRICT WILL NOT PAY OR WITHHOLD ANY SUM FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY OR ANY OTHER WITHHOLDING PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY.
 - **B.** CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.
 - C. NO EMPLOYEE OF CONSULTANT IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE DISTRICT OR THE DISTRICT'S WORKERS' COMPENSATION INSURANCE CARRIER.
 - **D.** NO EMPLOYEE OF CONSULTANT IS ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONSULTANT OR SOME OTHER ENTITY.

Consultant will, to the extent permitted by law, indemnify, defend and hold District harmless from liability resulting from Consultant's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

- 15. **Books and Records**. Consultant's books and records with respect to the Services and reimbursable costs will be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the District's inspection at all reasonable times at the places where the same may be kept. The Consultant will not be required to retain such books and records for more than three years after completion of the Services.
- 16. **Ownership of Drawings; Reuse**. All plans, drawings, artwork and the like relating to the Services will be the joint property of the District and Consultant. Upon completion of the Services, or at such other time as the District may require, the Consultant will deliver to the District a complete corrected set of drawings and such additional copies thereof as the District may request, corrected as of the date of completion of the Project. All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by District or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant; and, to the extent permitted by law and without waiving the provisions of the Act, District will indemnify , defend, and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

17. **Default; Resolution of Disputes**.

A. **Default**. Time is of the essence of this Agreement. A default exists under this Agreement if any Party violates any covenant, condition, or obligation required to be performed by it under this Agreement. If any Party (**Defaulting Party**) fails to cure such default within ten days

after the other Party (**Non-Defaulting Party**) gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of either Party to invoke the remaining provisions of this Section.

B. **Negotiation**. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy (**Executives**). Any Party may give another Party written notice of any dispute not resolved in the normal course of business. Within five days after receipt of the notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably determine to be necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the notice of dispute, or if the Parties fail to meet within 20 days after the notice of dispute, any Party to the dispute may initiate mediation of the controversy as provided below.

Final Resolution of Disputes. If the dispute between the Parties is not resolved through negotiation and mediation as provided above, either Party may initiate such judicial action as it may determine to be appropriate. Venue for any action arising out of this Agreement is proper only in the Lake County courts.

- C. **Governing Law.** This Agreement is to be interpreted in accordance with the laws of the State of Colorado, without regard to its conflicts of laws rules.
- D. **Provisional Remedies**. The procedures specified in this Section are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section.
- E. **Extension of Deadlines**. All deadlines specified in this Section may be extended by mutual agreement.
- F. **Costs.** Each Party will pay its own costs with respect to negotiation. The substantially prevailing Party in any litigation or provisional judicial relief will be entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorneys' fees and expert witness fees, in connection with such litigation or provisional judicial relief.

18. Mandatory Immigration Provisions.

- A. Throughout the extended term of this Agreement, Consultant will not:
 - i. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or

- ii. enter into a contract with a Sub-Consultant that fails to certify to Consultant that the Sub-Consultant will not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.
- C. Consultant is prohibited from using E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- D. If Consultant obtains actual knowledge that a Sub-Consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant will:
 - i. notify such Sub-Consultant and the District within three days that Consultant has actual knowledge that the Sub-Consultant is employing or contracting with an illegal alien; and
 - ii. terminate the subcontract with the Sub-Consultant if within three days of receiving the notice required pursuant to this section the Sub-Consultant does not stop employing or contracting with the illegal alien; except that Consultant may not terminate the contract with the Sub-Consultant if during such three days the Sub-Consultant provides information to establish that the Sub-Consultant has not knowingly employed or contracted with an illegal alien.
- E. Consultant will comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- F. If Consultant violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section, the District may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Consultant will be liable to the District for actual and consequential damages as provided by law.
- 19. **Communications**. All communications relating to the day-to-day activities for the Project will be exchanged between the respective Project representatives of the District and the Consultant who will be designated by the Parties promptly upon commencement of the Services.
- 20. **Assignment**. This Agreement is for personal services predicated upon Consultant's special abilities or knowledge. Consultant may not assign this Agreement in whole or in part without the prior written consent of the District, which consent may be granted, withheld or conditionally approved in District's sole and absolute discretion.

21. **Notices.** All notices required or permitted under this Agreement will be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies directed as follows:

If intended for District to: LAKE COUNTY SCHOOL DISTRICT R-1 Attn: Paul Anderson 328 West 5th Street Leadville, CO 80461 panderson@lakecountyschools.net 719-486-6800

with a copy in each case (which will not constitute notice) to: Dynamic Program Management Attn: Colleen Kaneda P.O Box 726 Eagle, CO 81631 Colleen.Kaneda@dynamicpm.co 970-390-0312

If intended for Consultant to: BC Interiors. Attn: Chris Mabbitt 3550 Frontier Avenue, Suite C2 Boulder, CO 80301

Any notice delivered by mail in accordance with this Section will be effective on the third business day after the notice is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as above, may change the address, telephone number or fax number to which future notices may be sent.

- 22. **Information Prepared by Others**. During the course of the Project, the Consultant may use information obtained from the District which has been prepared by others. The Consultant will advise the District of any errors, omissions or conflicts discovered during the use of such information; however, the Consultant will not be responsible for discovering any or all errors, omissions or conflicts in such information, nor for any damages attributable to defects in the information prepared by others.
- 23. **Waiver.** The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
- 24. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument signed by the Parties. Oral modifications to this Agreement are not permitted.
- 25. **"Will" and "Will Not" Defined.** The terms "will" and "will not" indicate a mandatory obligation to act or to refrain from acting as indicated in the context of the sentence in which such terms are used.
- 26. **Authority.** The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter



October 13, 2020



CONTRACT COVER LETTER

Attention: Paul Anderson, CFO Lake County School District 328 West 5th St. Leadville, CO 80461

Project: West Park Elementary School Replacement Project Contractor: BC Interiors Address: 3550 Frontier Avenue, Suite C2, Boulder, CO 80301 Contract Form/Type: Consultant Agreement Signature Needed: None, previously signed by Paul Anderson

Scope Summary: Furniture Procurement Services for West Park Elementary

Cost for Services: TBD, depending on furniture design, current furniture budget is \$650,000

Proposed Schedule: Design: September 2020 – December 2020 Fabrication and Shipping: January 2021 – June 2021 Install: July 2021 - August 2021

Sincerely, Dynamic Program Management

Colleen Kaneda Principal, Senior Project Manager into this Agreement, and to bind such Party to fully perform the obligations of such Party as set forth in this Agreement.

- 27. **Section Headings.** Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
- 28. **Counterparts; Fax or Scanned Copy Sufficient.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes contemplated in this Agreement, including execution of this Agreement, facsimile or scanned signatures are as valid as an original signature. Both Parties waive any claim or defense that a facsimile or scanned signature is not valid, or is not the best evidence of signature.
- 29. **No Partnership.** The District is not a partner, associate, or joint venture of Consultant in the conduct of its business. Consultant does not have the right or authority to impose tort or contractual liability upon the District.
- 30. **Third Parties.** There are no third party beneficiaries of this Agreement.
- 31. **Nondisclosure of Confidential Information**. The Consultant will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law no matter how those documents come into the Consultant's possession.
- 32. **Severability.** If any of the provisions of this Agreement are determined by a final, non-appealable order of a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by such determination.
- 33. **Force Majeure.** Neither Party to this Agreement is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control.
- 34. **Incorporation of Exhibits**. The attached <u>Exhibit A</u>, is incorporated into and made a part of this Agreement by reference.
- 35. **Terminology**. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter gender will apply equally to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular will include the plural, and the plural will include the singular.
- 36. **No Adverse Construction**. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.
- 37. **Annual Appropriation**. Notwithstanding anything herein contained to the contrary, the District's obligations under this Agreement are expressly subject to an annual appropriation being made by

the LAKE COUNTY SCHOOL DISTRICT R-1 Board of Education in an amount sufficient to allow District to perform its obligations hereunder. If sufficient funds will not be appropriated for the payment of sums due to Consultant hereunder, this Agreement may be terminated by either Party without penalty; provided, however, that in the event of such termination the Consultant will be paid for all work performed up to the date of termination. The District's obligations hereunder will not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

LAKE COUNTY SCHOOL DISTRICT R-1

38. **Entire Agreement.** This Agreement is the complete agreement and understanding between the Parties, and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

By:Paul Anderson
Title: Paul Anderson, CFO
Date: 09/23/20 November 12 th , 2019
CONSULTANT: BOTTOM LINE DESIGN, LLC d.b.a. BC INTERIORS By: Clauder T-
Title: Ourer
Date: 9/22/20 4828-9730-0652, v. 1



Request for Qualifications (RFQ) for Fixtures, Furnishings and Equipment (FF&E)

Qualifications Due 08.14.20 @ 1 PM

Provided by: Dynamic Program Management & Hord | Coplan | Macht



hord | coplan | macht

Lake County School District Request for Qualifications Fixtures, Furnishings & Equipment (FF&E) July 17, 2020

INTRODUCTION

The purpose of this Request for Qualifications is to obtain qualifications and capabilities from qualified firms interested in providing project planning, design, delivery and installation of fixtures, furnishings, and equipment (FF&E) to Lake County School District.

Location of the Work: New PK-2 Elementary School 130 W 12th Street Leadville, CO 80461

Owner's Representative: All questions shall be emailed to the Owner's Representative for Lake County School District and Architectural Interior Designer respectively:

Dynamic Program Management Reilly O'Brien, Project Manager reilly.obrien@dynamicpm.co

And

Hord Coplan Macht Renee Fine, Associate <u>rfine@hcm2.com</u>

One (1) electronic copy (in .pdf format) of responses to this RFQ are due no later than 1:00 p.m. on Friday, August 14th, 2020. Electronic copy may be emailed to <u>reilly.obrien@dynamicpm.co</u> and <u>rfine@hcm2.com</u>. It is the responsibility of the firm to ensure the proposals are received prior to the deadline. Proposals received after the above date and time will not be considered.

PROJECT INFORMATION

Lake County School District, Leadville, CO invites your company to submit qualifications for FF&E Planning, Procurement and Installation Services for a new school housing their Early Childhood Education Center and Kindergarten through Second Grade. The District is conducting a qualification-based selection process to retain a company for FF&E services.

Lake County School District has been awarded funding through the Colorado Department of Education, Building Excellent Schools Today (BEST) program. The project scope includes consolidating the early childhood education facility and elementary school under one roof. The project goals are to present a welcoming, vibrant, inspiring and fun-living school where student and teachers are excited to be; to ensure a safe place with good flow and connections to the supportive, committed community. The school building as well as the furniture and equipment should be forward thinking in design solutions to allow flexibility and adaptability over time.

The project has been designed, permitted and site work is currently under construction with anticipated completion in July 2021. The current schedule has Owner FF&E installation starting July 5th, 2021. Design services are provided by Hord Coplan Macht. Construction services are provided by FCI Constructors located in Grand Junction, CO through a CMGC contract with Lake Country School District. This project has been designed and shall be constructed through an integrated design process consistent with the Owner's requirements, applicable Colorado Department of Education guidelines, and high-performance building standards. Achievement of Three Green Globes rating designation within the project budget and schedule is a desired goal for the new facility.

A more specific description of the project that will require FF&E Services is as follows:

- 1. New 58,455 square foot ECE and Elementary School as outlined below:
 - A. ECE Center
 - a. (6) Standard classrooms
 - b. (1) Special Ed classroom
 - d. Indoor Play Area
 - B. Elementary School
 - a. (12) Standard classrooms
 - b. (1) Art classroom
 - c. (2) Special Ed Classrooms
 - d. (1) Music Classroom
 - C. Gymnasium
 - D. Media Center
 - E. District Administration offices with teachers' lounge/work room, restrooms, administrative offices and conference rooms
 - F. Kitchen with restroom and office
 - G. Commons (Cafeteria), public restrooms

- H. Support spaces
 - a. Janitor's closets
 - b. Main electrical room
 - c. Mechanical room
 - d. Server room
 - e. Tele/Data closets (IDF rooms)
 - f. Electrical panel closets

Please base your response to this RFQ on a budget estimate of \$600,000. This budget includes the FF&E consultant fee.

PROJECT SCHEDULE (Dates are subject to change)

July 17, 2020	RFQ Available
July 27, 2020	RFQ Clarification Deadline
July 29, 2020	RFQ Clarification Responses Released
August 14, 2020	RFQP Responses Due
August 19, 2020	Candidates Notified of Selection
August 25, 2020	Contract Accepted by Board of Education
August 28, 2020	Initial meeting for new PK-2 school (No later than)

SCOPE OF SERVICES

FF&E services shall include as a minimum the following:

1) Scope of Work – Programming

- a. Needs analysis meeting
- b. Review project parameters and goals
- c. Interview individual departments (Principals, Media Center, Art, Etc.)
- d. Determine individual department and classroom furniture, equipment, and special requirements.

2) Design Development: Furniture Layout & Product Application

- a. Develop classroom design and office workstations
- b. Create furniture plan
- c. Review with School/Owner's Rep/Architect
- d. Revise as needed
- e. Finalize space plan of area
- f. Finalize finish selections
- g. Preliminary budget generated
- h. Review with Owner's Rep

3) Contract Documentation & Administration: Technical Specifications

- a. Provide product validations
- b. Review all final drawings and specifications with Owner's Rep/Architect

- c. Preparation of installation package
- d. Plot drawings and print all specifications (2 hard copies & 1 PDF digital copy)
- e. Conduct pre-installation meeting
- f. Provide final budget amounts and review with the Owner's Rep/Architect

4) Furniture Delivery & Installation

- a. Schedule delivery of products according to Project Schedule.
- b. Provide all labor, material, equipment, and supervision to deliver, setup, and install products onsite as specified in accordance with contract documents.
- c. Provide all debris containment, debris storage and debris removal as well as provide a clean site at the end of every workday as required by Owner's Representative.
- d. Inspect all deliveries for shortages or damages, and in conjunction with Owner, create punch list.
- e. Final walkthrough, inspection, and acceptance of project.
- f. The FF&E firm is to keep corridors and access points free and clear of debris and furniture.

5) Submittals

- a. Develop CAD drawings and floor plans showing space allocation/furnishings as specified in Scope of Work.
- b. Submit brochure or actual samples for final product selection during the Design Development phase.
- c. Submit copies of Operation and Maintenance Manuals -- This manual should contain narratives on operation of any equipment, preventive maintenance including, cleaning, adjustment, and lubrication schedules. The manual should also contain a copy of the manufacturer's warranty and service agreement.
- d. Submit Materials Safety Data Sheets (MSDS), as applicable.

6) Warranty – One Year Minimum

- a. Provide repair or replacement of FF&E with installation defects during the one-year warranty.
- b. Provide interface between Owner and Manufacturer for product defects during the one-year warranty.
- c. Conduct 11-month walkthrough to identify potential warranty issues to be addressed prior to close of the one-year warranty.
- d. Provide copy of the manufacturers' warranties and service agreements within O&M manual described above. In addition, provide reference summary sheet for the various manufactures utilized on the project, contact information, product warranty period and product warranty end date.

QUALIFICATIONS SECTION

In order to select the firm best qualified for the Lake County School District FF&E project, we are asking that the prospective firm provide the following information and respond to the following questions:

A) Quality of Submittal

Provide a complete and well-organized response to the RFQ.

B) Approach to Project

Provide a detailed description of understanding of the project and identity your firm's approach to the project, including the following:

- **Planning/Programming/Design** Describe your firm's process for working with the Owner through the various stages of design, product/material selection, procurement, and delivery and installation.
- Quality Assurance Provide a description of the quality assurance process your firm will use for space layout and furniture drawings, budget tracking, tracking system for items the Owner may add during a later phase of work, delivery and install process, punch process and warranty tracking.
- **Storage Capability** Detail the physical warehouse space, including the city and state the products may be stored pending final delivery to the school site.
- Key Supplier Relationships List the Key suppliers and manufactures that your company represents for PK-8 school projects in Colorado. Describe how the relationship will benefit the school. Is a discount schedule available per manufacturer, and will the manufacturer contract allow for pricing based on volume?
- Online Project Management Describe your online management system, including online layouts, equipment list, delivery information, project calendars, and communication tools.
- **Vendors** Provide a list of the vendors your firm will potentially be using for this project, based on schedule and budget.

C) Work Experience/References

Provide a list of ECE and PK-8 projects within Colorado that your company has successfully completed in the last five years. Provide references for the completed projects including names and contact information.

D) Planning and Design Personnel

Provide a list of key personnel, skills and qualifications, technical competence, experience on other similar projects, current workload, and workload during the project. Specifically identify the person who will be the Project Manager and their office location.

E) Project Management/Delivery and Install Personnel

Provide a list of key personnel, skills and qualifications, technical competence, experience on other similar projects, and workload during the delivery and install of this project. Describe if delivery and install will be subcontracted and the physical location of the proposed team.

F) Insurance Certificate

Provide a sample Certificate of Insurance indicating your insurance coverage. The insurance shall be with a carrier licensed in the State of Colorado and shall have an "A" or better rating. Insurance firm shall name Lake County School District as additional insured on all insurance except workers' compensation.

The following minimum insurance shall be expected. Prospective applicants will acknowledge the following minimum requirements:

1. Commercial General Liability Insurance

a. General Aggregate	\$2,000,000
b. Each Occurrence	\$1,000,000
c. Products/Completed Operations	\$2,000,000

- 2. Professional Liability Insurance (Errors and Omissions)
 - a. Not less than \$1,000,000 per occurrence & \$2,000,000 in the aggregate
- 3. Automobile Liability Insurance
 - a. Combined Single Limit \$1,000,000
- 4. Worker's Compensation Insurance
 - a. Workers Compensation shall meet Statutory limits
 - b. Employer's Liability is \$1,000,000 per occurrence.

Applicant shall provide a sample or specimen certificate of insurance showing the firm's current insurance limits.

FEE ESTIMATE

This form must be completed and submitted with the response to the RFQ. FF&E includes all furnishings that will completely furnish all parts of a comprehensive PK-2 school facility. Please base your response to this RFQ on a budget estimate of \$600,000. This budget includes the FF&E consultant fee.

For the Furniture Options section, please use a good-better-best approach and provide a low, medium, and high pricing option from different manufacturers for each piece of proposed equipment with a cut sheet. Please focus on the following for each space:

- \cdot Chairs
- \cdot Desks
- \cdot Tables
- · Storage/Filing Cabinets

Accent furniture to these elements or other "fun design" adds do not need to be shown with a price or cut sheet at this time, however, we encourage firms to incorporate these items into the conceptual design

Please provide costs/fees using the worksheet included as an exhibit with this RFQ – refer to the scope of Work Section. The budget range for the FFE package, including hard costs, programming, design fees, delivery and installation is as set above for the respective school. Please provide a Not-To-Exceed (NTE) Lump Sum cost for Programming, Design Development, Contract Documents, Delivery/Freight/Storage, Unloading/Install, and Reimbursables based on the budget range above. In addition to the NTE fee, please provide a fixed percentage for these fees. The fixed percentage is to be used if the FFE budget has the ability to increase over the course of the project.

The undersigned herby affirms that:

- He/she is a duly authorized agent of the proposed;
- He/she has read the RFQ terms and conditions, Form of Agreement and any technical specifications, which were made available, and fully understands and accepts those terms unless specific variations have been expressly listed and identified with the firm's response to this RFQ.
- The proposal is being offered independently of any other responder.

SUBMITTING / RESPONDING FIRM:

By:_____

Signature of Agent

Date:

Printed Name of Agent

EVALUATION CRITERIA

Response to the RFQ will be evaluated with the following criteria:

Quality of Submittal
 Approach to Project
 Work Experience/References
 Key Personnel Experience
 Pee Estimate
 Insurance Prerequisite
 100 points possible

AWARD OF CONTRACT

The selected firm will be based on the RFQ evaluation criteria above. The District reserves the right to request and conduct interviews, either by phone or in person.

Submission of a proposal indicates bidder's acceptance of the evaluation method. The district reserves the right to reject any or all proposals for any reason, and to re-issue the RFQ.

The District intends to award a single contract to a full-service FF&E firm.

GENERAL CONDITIONS

Proposals must include all information as asked for in this request. Failure to do so may result in rejection of the bid. The School District is exempt from City, County, State, and Federal Sales/Excise Taxes. Certification of tax exemption will be issued upon request to the selected firm.

The Owner reserves the right to reject any and all proposals or any part thereof, to waive or decline any formalities, informalities and any irregularities in any proposal received, and to accept any portion of the proposal or all items if deemed in the best interest of the District. The selection or appointment of any firm under this Request for Qualifications is at the discretion of the Board of Education and is final without recourse. All firms submitting a proposal for consideration acknowledges the conditions stated herein.

Lake County School District will not be liable for any costs incurred by bidders in the preparation of a proposal or for any work performed prior to the award of a contract.

The Owner will not accept any form of Agreement or General Conditions in which a Limitation of Liability states any figures less than the insurance limits noted within this RFQ.

STANDARD TERMS AND REQUIREMENTS

Proposers (and its employees, representatives and subcontractors) agree to abide by and comply with all applicable Federal, State and Local codes, laws, rules, and regulations in the performance of this contract. The firm, in its performance of this contract, shall comply with all of Board regulations, rules, and policies.

The awarded firm shall also secure all necessary licenses, permits, and privileges required for the proper performance of the work, and shall perform all work in accordance with laws, ordinances, codes, etc.

Successful proposer shall comply with the Patriot Act (Office of Foreign Assets Control), and be able to provide documentation that all employees, suppliers, and subcontractors are not on the SDN list.

Prior to the commencement of any work, Firm shall forward Certificates of Insurance to Lake County School District and Owner's Representative. The insurance required shall be procured and maintained by the Firm for the duration of the contract.

The selected firm will be required to indemnify and hold Lake County School District and its agents and employees harmless from and against all suits or actions of any kind, including, but not limited to, workers' compensation claims brought against them for or on accounts of any damages or injuries received or sustained by any parties, by or from the acts of the successful firm or its agents or employees.

The selected firm shall indemnify and hold the Lake County School District and its agents and employees harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs arising out of or relating to disclosure of any information included in the successful firm's proposal.

The awarded firm shall be held entirely responsible for any and all damage to adjacent property, accidents or injuries to employees and the public by reason of work included in these specifications or plans.

The firm shall not allow any laborer or employee to wear objectionable clothing or caps or use profanity in any manner while on school property. Use of illegal substances and/or tobacco on school property is strictly prohibited.

There is no elevator use for this project, pricing below shall include the cost to stair carry items.

The construction site will be reasonably clean, clear, and free of construction debris. However, some construction trades will be completing various items throughout the building during furniture delivery and installation. The FF&E firm is likely to encounter the occasional extension cord, ladder, or person working in the general vicinity of FF&E installation. Pricing below shall

include costs to deal with these variables.

Inspection of the work or materials shall not relieve the firm of any obligation to fulfill the contract as prescribed. Work and materials not meeting specifications shall be corrected at the firm's expense, and unsuitable work or materials may be rejected.

Firm will be responsible for providing a clean and safe environment surrounding the work area at all times including, if necessary, fencing of equipment, storage, and work area. Firm shall furnish all required personal safety equipment.

Firm will be responsible for all trash removal and site cleanup, and the building and property of Lake County School District shall be left in an acceptable, as-found condition.

It will be the responsibility of the firm to make arrangements with the shipping firm, their driver, and their union hall (if applicable) for timely delivery. Any and all freight damage is the responsibility of the successful firm. Lake County School District is exempt from the responsibility of replacement and costs of freight damage.

Firm shall perform work in accordance with good trade practice and in a neat manner to the satisfaction of the School District and its Owner's Representative.

Pursuant to C.R.S. 38-26-107, an advertisement for Notice of Contractors Final Settlement may be required. As a result, 10% retention will be withheld until the date of final settlement is reached.

Thank you for your time and effort in responding to this RFQ.

Sincerely,

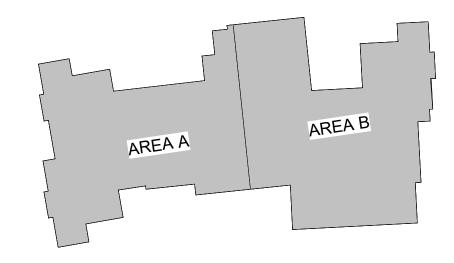
Renee Fine, Associate Hord | Coplan | Macht

Project Phase	Lump Sum Fee (NTE)	% (based on \$ value of equipment)	Notes
Programming	\$ -		
Design Development	\$ -		
Contract Documents	\$ -		
Delivery/Freight/Storage	\$ -		
Installation	\$ -		Include building protection
Reimbursables	\$ -		Include travel expenses
Subtotal	\$ -		

Furniture Options	Good (Low \$/ea)	Better (Medium \$/ea)	Best (High \$/ea)	Additional Suggestions	
Classroom					
Chairs					
Desk					
Bookshelves					
Storage Cabinets					
Art Classroom					
Chairs					
Tables					
Music Classroom					
Chairs					
Risers					
Cafeteria/Commons					
Chairs					
Café Tables					
Cafeteria Tables					
Media Center					
Chairs					
Seating					
Desk					
Tables					
Bookshelves					
Office	Office				
Chairs					
Desk					
Storage Cabinets					
Conference Table					

Please provide cut sheets for all proposed furniture items.



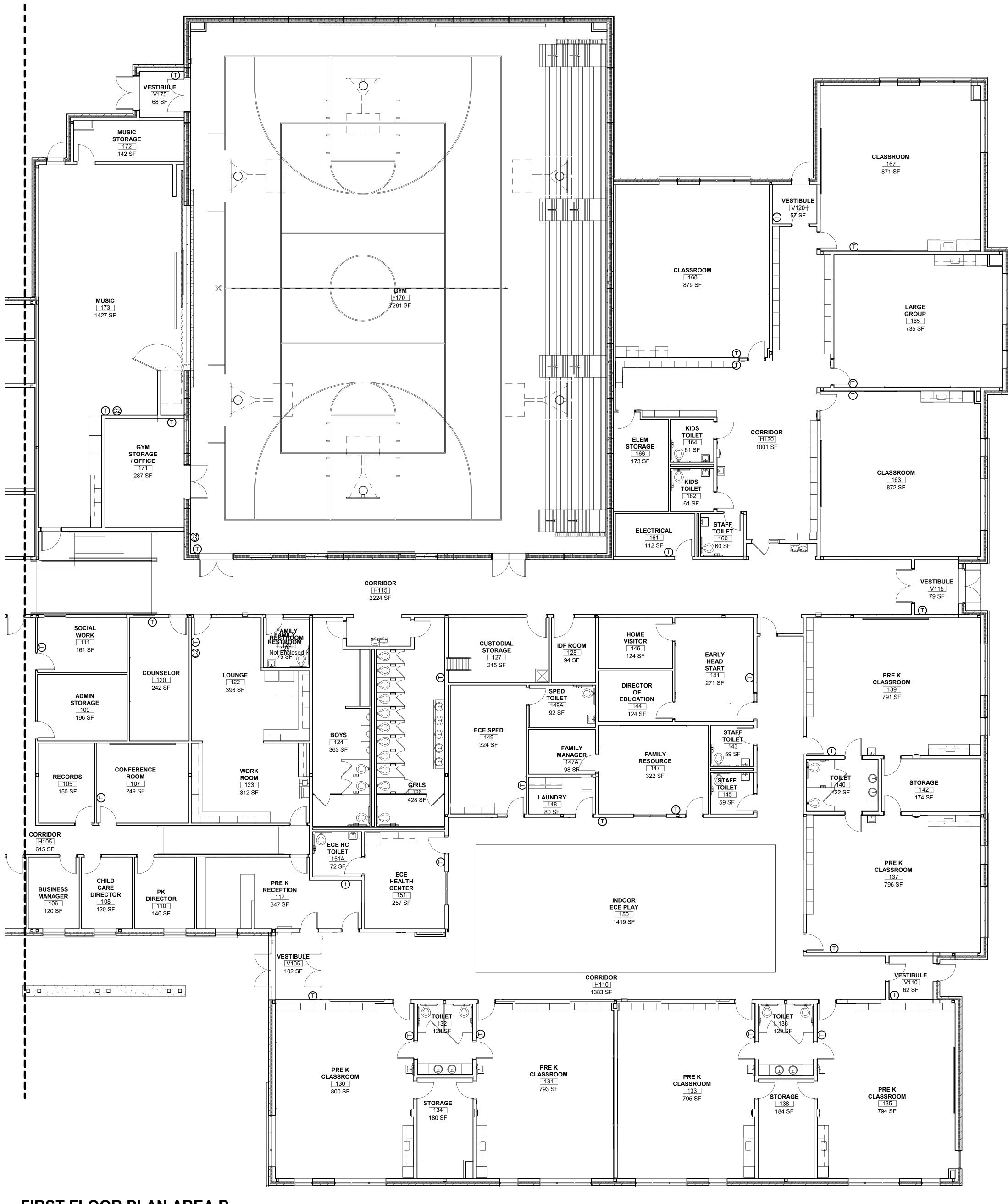








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A2 FIRST FLOOR PLAN AREA B



- End of Request for Proposal -

REQUEST FOR QUALIFICATIONS (**RFQ**) FOR PROFESSIONAL SERVICES



Request for Qualifications & Proposal for Professional Services **Fixtures, Furnishings and Equipment (FF&E)** For Lake County School District R-1 - West Park Elementary Replacement Project

> Clarification #1 July 29th, 2020

Provided by: DYNAMIC PROGRAM MANAGEMENT & Hord | Coplan | Macht



hord | coplan | macht

Request for Qualifications – Clarification #1

A. Procurement Schedule Remaining

RFQ Responses Due	8.14.2020
Candidates Notified of Selection	8.19.2020
Contract Accepted by Board of Education	8.25.2020
Initial Meeting for new PK-2 School (no later than)	8.28.2020

B. Documents Issued to Date

- a. LCSD RFQ for FF&E
- b. LCSD RFQ for FF&E Clarification #1 (this document)

C. Documents Issued with This Clarification

- a. Candidate Question Responses (attached)
- b. Updated Fee Worksheet (Excel and PDF versions included)
 - i. Include the Excel version of your fee worksheet with your response

End – Clarification #1

Lake County School District Clarification Q/A

7/29/2020

Exhibit A

	Claimeation	
Question Number	Question	Response
1	Can you clarify if we are to provide concept designs, and if so what areas and requirements are we looking at (headcount etc.).	Conceptual Designs are not requested with the RFQP.
2	Are renderings required with the initial submission?	Cut sheets are requested for each proposed piece of furniture. Cut sheets are to include photos or renderings of each piece of furniture. Renderings of entire spaces are not requested as part of this RFQP.
3	If renderings are required, do we need to supply a conceptual layout for each area called out in the pricing?	No, conceptual layouts are not requested as part of the RFQP.
4	Will CAD files will be available in addition to the PDF provided in the RFQ?	No, the selected candidate will receive CAD plans after selection.
5	What student ratio are you using?	28 students per classroom
6	Due to email restrictions, will you accept our response in PDF format through Dropbox?	Yes, a Dropbox link is an acceptable submission tool.
7	Can you elaborate on seating in the Media Center and Cafeteria/Commons on the FEE Estimate form?	Seating in the Media Center would be seating in addition to chairs, for example; couches, bean bags, etc.
8	Will we be able add furniture options to the FEE Estimate form?	Please limit your responses with pricing included to the items requested in the Fee Estimate form to maintain an "apples to apples" comparison between candidates for the selection committee.
9	What standard size chair would you like us to price?	Please provide age appropriate seating for each grade. The updated fee workbook includes line items for each grade group and identifies the classroom chair/desk heights.
		Please provide a rendering or image of each proposed furniture item. For example, if the Classroom and Art Classroom chair is the same separate renderings will not be required.
11	For the office spaces that need furniture, can you list specifically which ones those are? There are other rooms listed on the Floor Plan, like the Behavioral room that are spelled out in the RFP. Would those types of rooms be included and need furnishing or a drawing?	No, office spaces needing furniture will not be listed specifically as part of this procurement. Yes, the selected candidate will be expected to furnish the entire school. For the RFQP response the required furniture pricing is limited to the items requested on the fee worksheet.
12	With COVID now, but this RFP being for next school year, how many students should be accounted for per classroom?	This is a 50-year building and is not planned to be opened until August 2021. It is not being built nor furnished only for the upcoming school year.
13	Same with the cafeteria, media center, and other common spaces – how many students should we account for, in the renderings and for pricing?	The pricing requested in the fee worksheet is for unit pricing.
14	Will you provide a CAD?	The selected candidate will receive CAD plans after selection.





			Exhibit /
Description	Lump Sum Fee	% (based on dollar value of equipment)	Comments
Programming			
Design Development			
Contract Documents			
Delivery/Freight/Storage			
Unloading/Installation			Including building protection
Reimbursables			Hotel, Per Diem, Travel to site, etc.
Subtotal	\$ -		

Conceptual Design Options	High \$/ea	Medium \$/ea	Low \$/ea	Comments		
Classroom	Classroom					
PK and K Chairs				Assume 12" Chairs		
1-2 Grade Chairs				Assume 16" Chairs		
PK and K Desks				Assume 22" Desks		
1-2 Grade Desks				Assume 26" Desks		
Bookshelves						
Storage Cabinets						
Art Classroom						
Chairs						
Tables						
Music Classroom						
Chairs						
Risers						
Media Center						
Chairs						
Seating						
Desk						
Tables						
Office						
Chairs						
Desk						
Storage Cabinets						
Conference Table						

*Provide cutsheets for all priced products

			Exhibit /
Description	Lump Sum Fee	% (based on dollar value of equipment)	Comments
Programming			
Design Development			
Contract Documents			
Delivery/Freight/Storage			
Unloading/Installation			Including building protection
Reimbursables			Hotel, Per Diem, Travel to site, etc.
Subtotal	\$ -		

Conceptual Design Options	High \$/ea	Medium \$/ea	Low \$/ea	Comments		
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Chairs						
Seating						
Desk						
Tables						
Office						
Chairs						
Desk						
Storage Cabinets						
Conference Table						

*Provide cutsheets for all priced products

REQUEST FOR QUALIFICATIONS (**RFQ**) FOR PROFESSIONAL SERVICES



Request for Qualifications & Proposal for Professional Services **Fixtures, Furnishings and Equipment (FF&E)** For Lake County School District R-1 - West Park Elementary Replacement Project

> Clarification #2 August 18th, 2020

Provided by: DYNAMIC PROGRAM MANAGEMENT & Hord | Coplan | Macht



hord | coplan | macht

Request for Qualifications – Clarification #2

A. Procurement Schedule Remaining (UPDATED)

Candidates Notified of Selection	8.21.2020
Contract Accepted by Board of Education	9.8.2020
Initial Meeting for new PK-2 School (no later than)	9.18.2020

B. Documents Issued to Date

- a. LCSD RFQ for FF&E
- b. LCSD RFQ for FF&E Clarification #1
- c. Candidate Question Responses
- d. Updated Fee Worksheet
- e. LCSD RFQ for FF&E Clarification #2 (this document)

End – Clarification #2



Lake County School District



3550 Frontier Avenue, Suite C2 Boulder, CO 80301 bit A

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LETTER OF INTEREST & COMPANY PROFILE



LETTER OF INTEREST

It will be the goal of the BCinteriors (BCI) team, while working in conjunction with ECE and Elementary School project teams, to create stunning, living, breathing spaces that the schools in Lake County School District (LCSD) can be proud of for many years to come. This will be accomplished through thorough and careful communication between our two teams during programming, ordering, installation and beyond. We believe the following qualifications make the BCinteriors educational team uniquely qualified to serve LCSD as a school furniture vendor, consultant, project manager and designer:

1. Our vast experience with school districts and administration facilities throughout Colorado. BCinteriors has completed projects of all sizes and scopes. From a single office or classroom to entire schools and administration buildings, we have done it all. We have a proven track record of coming in on-budget and on-time.

2. Our numerous relationships with furniture manufacturers that produce durable, functional, flexible, attractive and innovative furniture solutions. We make sure that these manufacturers also offer the best furniture warranties in the industry. Our close relationship with these manufacturers also affords us the ability to offer some of the best discounts available to our School District Clients.

3. Our passion. This drives us daily to research and stay on the cutting edge of educational furniture philosophies and products. We are always looking around the corner to see what's next. We live, eat, sleep and breathe furniture! As you read through our response you will find even more information to justify our qualifications to be selected as an approved vendor with the opportunity to participate in the ECE and Elementary School project. Thank you again for this opportunity! We look forward to hearing of your selection.

Chris Mabbitt Account Manager

COMPANY PROFILE

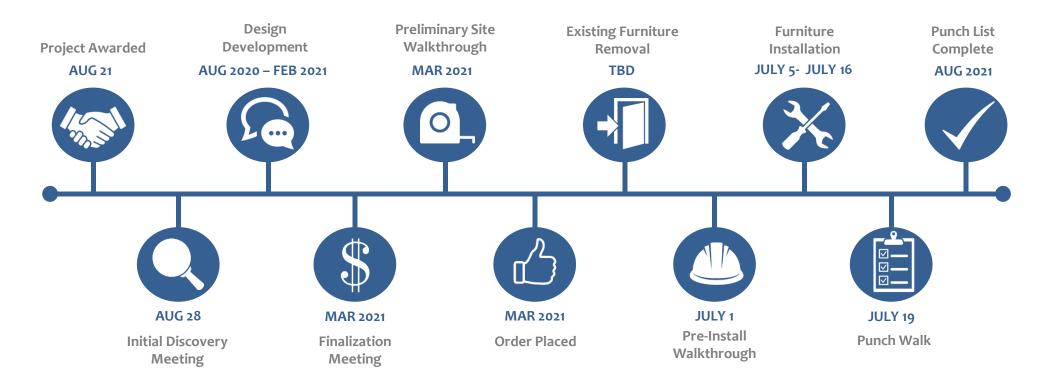
BCinteriors is a locally owned and operated full-service furniture dealership located in Boulder, CO. Our team of dedicated Designers, Project Managers, Installers, Sales, and support staff collaborate to find you the right furniture, functionality, and aesthetics, empowering you to turn your vision into a reality. During our 40 years of business, we have been fortunate to work on hundreds of projects all over Colorado. Clear lines of communication and a proactive approach have made us successful, and we look forward to working with you in the future.

At BCinteriors, we are a hands-on, service-oriented company that focuses on pleasing the customer. In an industry where the manufacturers often try and dictate the rules of the game, our goal is to take care of our customers from the moment they engage out services and throughout the life of their purchase. Our entire team is willing and able to go the extra mile to ensure your project's success.





Project Timeline



PROJECT SCHEDULE DEADLINES

Above is a preliminary Project Timeline. During our first meeting we will create a more accurate project timeline to establish goals and expectations for the duration of the project. Constant collaboration with the LCSD Project Team ensures an informed and seamless product selection process. Adhering to the proposed budget and timeline, while providing full furniture solutions for each space is our primary goal. The account manager provides budget updates at each meeting with the end-user. The project manager is responsible for verifying that all product specifications are accounted for and accurate based on the drawings. Ordering product as early as possible is ideal.





Planning/Programming/Design

DETAILED DESCRIPTION OF PROCESS



BCI will conduct a discovery meeting to review product preferences, establish a firm timeline, set meeting dates, and review or create a preliminary layout. During this meeting, we will discuss any samples the district would like to see in person. We are happy to deliver samples to a location of the district's choosing or provide round trip transportation to our Boulder showroom.



Between the discovery meeting and the finalization meeting, BCI will meet with the end-user, architect, project manager, etc. several times to refine the design. At each design meeting, we will discuss visual representations of the design, fabric and finish selections and budgetary considerations. The primary objective is to ensure all project outcomes are met in an efficient, creative, and effective manner while adhering strictly to budgetary requirements.



During the finalization meeting BCI will review the design and budget with the project team and prepare the project for order. Before placing an order, we complete a preliminary site walkthrough to verify all critical dimensions, data/electrical locations, and confirm that the furniture layout meets the needs of the environment. Delivery schedules as outlined by the Contractor's Master Schedule, access locations, areas of work, and coordination with other trades are finalized.



Throughout the design development stages, BCI works closely with project management and the architecture firm to ensure that the selected furniture and finishes correlate with the final construction. The BCI Project Manager will attend all OAC meetings as pertain to the furniture scope to ensure that our team stays current on the construction plan and timeline, coordinates power/data/AV accordingly and develops an accurate delivery strategy and schedule.



BCI utilizes an in-house installation team as well as subcontractors that specialize in educational furniture installations. The BCI PM is on-site throughout the project duration, addressing any issues that arise during the course of the install, including the creation of a punch list. Appropriate PPE is worn by all subcontractors throughout the project. BCI partners with only the most experienced and reputable installation companies in the industry. Any installation company we work with is required to sign a contract to uphold the standards of BCI.

STATEMENT OF INTENT

The BCinteriors team fully understands the needs of Lake County School District for the ECE and Elementary School project. We are a flexible team that is ready to take on this project with fervor, keeping in mind both the deadlines and budget presented in this RFP.

Planning/Programming/Design



A pre-install walkthrough takes place prior to install to review the project scope and ensure all finished product inside and/or outside the building is properly protected. New furniture is assembled and installed according to the approved drawings. Product lists and floor plans are posted outside each room to ensure a complete and accurate installation. These postings serve as a quality control measure and require a sign-off from the BCI Project Manager (PM) and LCSD PM for an area to be marked as finished.



Installation begins when furniture is off-loaded from our manufacturers' trucks and sorted/staged at one of our warehouses. Receiving product offsite, prior to install, allows us to ensure all orders are received complete and without damage. Staging product ahead of time protects against any unforeseen project delays and/or a phased install. Any delays on our end will be immediately communicated to LCSD.



BCI provides all equipment necessary for install and removes all debris created from the site each day. BCI conducts a walkthrough to verify any leftover debris is properly removed, all surfaces are cleaned, and all carpets/floors in the install area are vacuumed. The BCI PM inspects all product to confirm all furniture is installed to specification and functioning properly. Damaged items are documented, and a warranty replacement order is immediately generated. If damage is purely aesthetic and will not affect function, the piece is installed according to plan. If damage compromises functionality, a temporary replacement of similar function is installed at no cost to the District

Any short-shipped order will immediately have a replacement order issued for the missing product. Missing items are added to the punch list and are installed as soon as we receive them.

A punch walk with the LCSD PM and end-user is completed to verify all furniture, including the overall layout, is to the satisfaction of all parties. The punch list is reviewed, and any issues spotted during the walkthrough are added to the list. Items are addressed and completed within 15 days. BCI agrees to all requirements put forth by LCSD in the Project Requirements / Scope of Work section of this RFP.



12

Lake County School District

Planning/Programming/Design

DESIGN CAPABILITIES

BCinteriors employs an in-house team of fully capable interior designers who have current knowledge of design software, furniture releases and commercial/educational trends. Our Design and Project Management teams meet once a week to ensure that everyone is kept up to date on current workloads and product information. With the introduction of the CET program and Zoom meetings, the Design team is able to design spaces in real-time either in person or digitally, depending on the discretion of Lake County School District. (Click Image below for video demonstration)



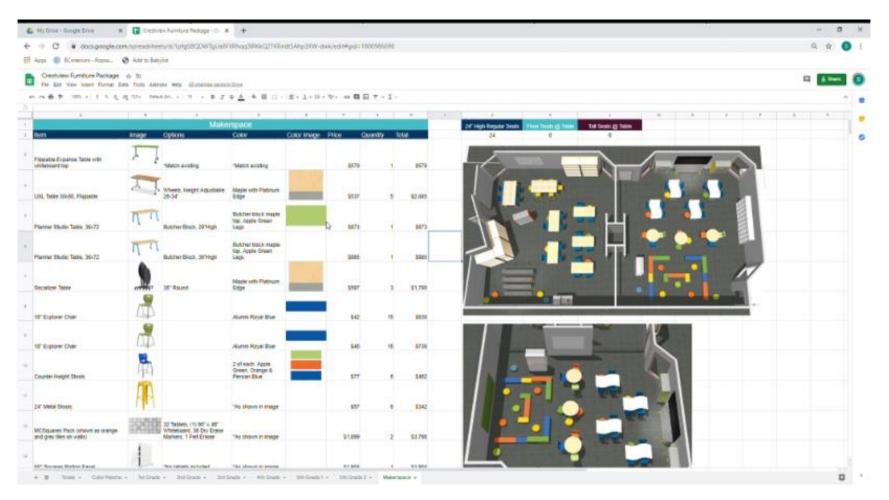


Lake County School District Learning

Planning/Programming/Design

DELIVERABLES

BCinteriors and the ECE and Elementary School team will establish guidelines for design deliverables during the initial discovery meeting to ensure that we meet all of the needs of the project. These deliverables can include, but are not limited to, personalized furniture catalogs, 2D and 3D drawings, renderings, video walkthroughs, and Google Sheets with furniture lists and renderings (Click Image below for video demonstration).



b*c*_{interiors}



Quality Assurance



DURING INSTALL

At install, product is carefully unpackaged and inspected for damage. Damaged items are documented, and a warranty replacement order is immediately generated. If damage is purely aesthetic and will not affect function, the piece is installed according to plan. If damage compromises functionality, a temporary replacement of similar function is installed at no cost to the District. Any short-shipped order will immediately have a replacement order issued for the missing product. Missing items are added to the punch list and are installed as soon as we receive them. A temporary replacement of similar function will be installed until the new furniture arrives. All damaged, temporary, or missing furniture is reviewed during the Post-Install Walkthrough with the LCSD PM and end-user. Any additional items discovered during the punch walk is documented and added to the punch list.

LCSD – Punch Item					
Photos *					
Upload the follo 1. Damaged Are 2. Overall Produ 3. Product Tag	a				
	Drag and drop fil	ies here or bro	vse files		
Quantity *					
Building # *					
Location * Room # or Area					
Manufacturer *					
Item Descriptio	n *				
Description of I	ssue *				
Serial #					



BCI WARRANTY & SERVICE STATEMENT

BCI will replace all parts for no charge as long as the manufacturer warrants them and will include labor at no charge to replace said parts for one (1) years after purchase. Beyond that term, labor will be billed at \$55 per man per hour, 1 hour minimum. In many cases, small parts can be shipped direct to site and installed by your facilities manager.

BCI provides a furniture care package that includes warranty sheets, warranty replacements request information, points-of-contact for all issues, any specialty tools required to adjust or maintain furniture, and care guides for all furniture and finishes. We also have launched a Punch List App that will allow the LCSD team to instantly upload any warranty or punch list requests to the Google Punch List Sheet. This will notify our team immediately and the issue will be resolved as soon as possible. This form and the attached punch list sheet are both shareable so that anyone who needs access can have access.





Quality Assurance



Throughout the design development stages, BCI works closely with project management and the architecture firm to ensure that the selected furniture and finishes correlate with the final construction. The BCI Project Manager will attend all OAC meetings as pertain to the furniture scope to ensure that our team stays current on the construction plan and timeline, coordinates power/data/AV accordingly and develops an accurate delivery strategy and schedule. Using our online project management tools, our inside project mangers keep detailed records of every order within the scope of a project. These records include order dates, projected ship dates and estimated installation schedules. Our capable inside project management teams allows us to effectively manage large projects with multiple phases.



POST ORDER

We feel that one of the best ways to make sure that furniture stands the test of time is to make sure that all parties involved know the proper way to care and maintain it. Upon request, BCI provides one-on-one training with any person involved in the regular care and maintenance of your furniture. We also provide training that covers how to incorporate the furniture into lesson plans for the teaching staff.

Furniture Training

- How to use furniture provided (including how to adjust height, mobility, etc.)
- Proper maintenance and care (including cleaning guides and how to file a warranty claim)
- Provide school with furniture care package for guidance in care and maintenance

Learning Training

- How to incorporate a mobile classroom into learning modalities (BCI will provide layout options for typical classrooms)
 - How to utilize multiple learning zones both throughout the day as well as
 throughout a lesson
 - How to use furniture and technology as a tool to create a collaborative and functional classroom setting



Storage Capability & Key Vendor Relationships



STORAGE

BCI understands that many aspects of a renovation or new construction project, often result in a project finishing behind schedule. For that reason, we are prepared to offer LCSD up to one (1) month of furniture storage, beyond the agreed upon install date, at no charge. The storage warehouse is 10,000 square feet, secure, climate controlled, and located in northern Denver, CO. BCI also maintains a warehouse in Cheyenne, WY.



VENDOR RELATIONSHIPS

BCinteriors works with copious manufacturers for both commercial and educational applications. For the purpose of this RFP, we selected an elite group of manufacturers that we feel will suit the needs of the project the best. We have an outstanding relationship with each of the above mentioned manufacturers, which allows us to respond to questions quickly and receive the deepest level of discounting. In many cases our discounting surpasses that of TCPN/NIPA pricing. Based on the size of this project and our manufacturer discounts, we can guarantee competitive bidding for the work proposed in this project.

A discount schedule per manufacturer is available upon request. All of our manufacturers offer competitive discounts with volume as a significant factor.

SUSTAINABILITY ENVIRONMENTAL CONSIDERATIONS

BCI strives to utilize GreenGuard certified furniture and materials, including those made from recycled content and with low-VOC ratings.



SCScertified

INDOOR AIR QUALITY Indoor Advantage | Building Materials



SCS Global Certification (meets BIFMA X7.1 Criteria)

California Composite Wood Qualifications for low-VOC



APPROACH TO PROJECT



Project Management

REAL-TIME PROJECT TRACKING

BCinteriors utilizes state of the art project management software to keep track of orders, delivery dates and installation schedules internally. We are notified immediately if installs have the potential to overlap or if product has been delayed from the manufacturer, allowing our team to respond quickly and efficiently to any issues.

Weld County School District 6	Project Status		Designer	Project Manager	Installer		Install Start	Install Finis	Progress
PROJECT NAME									
Jackson ES	Final Designs		S Shelby	Mark	Premier		07/15/20	07/24/20	_
Martinez ES	Final Designs		S Susan	Mark	Nomad		08/01/20	08/07/20	_
Dos Rios ES	Discovery & In	itial Designs	Sydney	Kyle	Office Fo	oundations	07/06/21	07/13/21	-
Winograd ES	Discovery & Initial Designs		Sydney	Mark	Premier		07/12/21		-
Heiman ES	Discovery & In	itial Designs	Susan	Kyle	WYO Ins	tall	07/26/21	07/29/21	-
Bella Romero 4-8	Discovery & In	itial Designs	S Shelby	Mark	Premier		07/21/21	07/28/21	
Manufacturer	Purchase Order #	Requested Ship Date	Ship Date	MFG Order #	Ship To	Received Complete	Freight C	aim? C	comments
- Jackson ES									
Orders									
					Premier				
National Public Sea	ating 679	70 06/29/20	06/29/20	2110014	Fieline				
National Public Sea Mooreco	ating 679 679		06/29/20 06/25/20	2110014 SO0665634	Premier				
	679	75 06/29/20							
Mooreco	679	75 06/29/20 76 06/29/20	06/25/20	SO0665634	Premier	/			

We relay this information to the Lake County School District team through online tools that show delivery schedules and punch list items (see next page).



APPROACH TO PROJECT



Project Management

DELIVERABLES

The BCI team understands the importance of keeping all parties involved informed throughout the duration of a project. Our Project Management team ensures accuracy during the design phase with field verifications and continual attendance at OAC meetings. After orders have been placed, we will keep the Lake County School District team up to date with ship dates and installation schedules through SmartSheet templates. During and after installation, we will also utilize Smartsheet to keep all parties informed of any punch list items. This SmartSheet will be maintained at least through the 1 year warranty period required by the district.

VENDOR	P/O NUMBER	SHIP DATE	ACKNOWLEDGEMENT #	SHIP TO	RECEIVED	BACKORDERS/SHORT-SHIP/WARRANTIES
Diversified Woodcrafts	60618	4/6	090085	BCI - DENVER	<u>Yes</u>	No
Palmer Hamilton	60685	5/2	N011718	Direct	<u>Yes</u>	No
HON	60714	4/13	5513666	Direct	<u>Yes</u>	No
HON	60714	4/15	5513670	Direct	<u>Yes</u>	No
HON	60714	4/9	5512565	Direct	<u>Yes</u>	No
HON	60714	4/15	5513672	Direct	<u>Yes</u>	No
HON	60715	4/9	5512149	Direct	<u>Yes</u>	No
HON	60715	4/13	5512381	Direct	<u>Yes</u>	No
Global	60747	3/28	6351521	BCI - DENVER	<u>Yes</u>	No
ERG	60748	3/29	23454	BCI - DENVER	<u>Yes</u>	No
Hausman	60749	4/5	259228	BCI - DENVER	<u>Yes</u>	No
National	60750	4/9	1919442	Direct	<u>Yes</u>	No
Sit on It	60751	4/26	2034833	Direct	<u>Yes</u>	No
KFI	60752	3/30	252458	BCI - DENVER	<u>Yes</u>	<u>Yes</u>
Grainger	60753	3/29	1313196550	BCI - DENVER	<u>Yes</u>	No
Kimball	60754	3/26	1919477	BCI - DENVER	<u>Yes</u>	No

QTY	ITEM	ITEM LOCATION	DESCRIPTION OF ISSUE	STATUS DATE	STATUS
1	Kimball Occassional Table	Reception	Backordered. Ship date 1/16.	1/21	Complete
1	Kimball Conference Chair	RM 209	Damaged. Warranty replacement ordered. Ship date 12/31.	1/7	Complete
1	Kimball Guest Chair	RM 207	Damaged. Makes hissing noise. Warranty replacement ordered. Ship date 1/25.	1/7	Pending

APPROACH TO PROJECT

Vendors





bcinteriors



MEADOWLARK PK8

Facility Type: PK-8, New Construction
 Contract Value: \$1,025,500
 Schedule: Awarded December, Ordered March, Installed August
 Location: 2300 Meadow Sweet Ln, Erie, CO 80516

Meadowlark PK8 is a school with a very similar scope and design to that of Riverview PK8. Throughout this project, our team worked very closely with the architects, Fielding Nair International, to make their vision a reality. We also worked closely with the BVSD principal and project manager to make sure that all of the architectural concepts fit Meadowlark's specific needs. This school was designed with co-teaching in mind. Each classroom wing of the school hosts two grade levels with classrooms mixed with common areas and makerspaces that all of the students can cycle through. The media center was also designed with an open concept in mind so that the books flow out into the hallway spaces adjoining it.



Contact Brent Caldwell – Principal Phone - 720-561-5533 Email - brent.caldwell@bvsd.org





Emerald Elementary

Facility Type: PK-5, New Construction **Contract Value:** \$759,000 **Schedule:** Awarded December, Ordered March, Installed August **Location:** 275 Emerald St, Broomfield, CO 80020

Emerald Elementary was also a new construction project that was a similar size to Riverview PK8. One of the major differences between Emerald and Meadowlark was that Emerald had an existing staff of teachers that taught together in the previous building. We worked closely with the architects, both FNI and the local architects the DLR Group, to maintain their overall vision. However, because there was an existing staff, we sought more feedback from the Emerald team and spent more time melding the vision of the existing staff with the architectural scope. Each wing of classrooms is designed with a homeroom for each student, with common area space for them to flex into when offered the opportunity. The media center is the real centerpiece of the school with a working fireplace, built-in story steps and two teaching areas for class instruction.



Contact Samara Williams – Principal Phone - 720-561-5565 Email – samara.williams@bvsd.org







MEADOWLARK PK8

District: Boulder Valley Schools

Location 2300 Meadow Sweet Ln, Erie, CO 80516

Contact Brent Caldwell – Principal Phone - 720-561-5533 Email - brent.caldwell@bvsd.org

Scope

Full School (Library, Classrooms, Cafeteria, Common Areas, Admin, Teacher Collaboration Rooms, Music, Computer Labs)



RIVERDALE RIDGE HIGH SCHOOL

District: 27J

Location 13380 Yosemite St, Thornton, CO 80602

Contact Terry Elliot – Principal Phone - (303) 655-6801 Email - telliott@sd27j.net

Scope Full School (Library, Classrooms, Cafeteria, Common Areas, Admin, Teacher Collaboration Rooms, Music, Computer Labs)



BLEVINS MIDDLE SCHOOL

District: Poudre School District

Location

2101 S Taft Hill Road, Fort Collins, CO 80526

Contact

Melissa Wagner – Principal Phone – (970) 488-4001 Email - melissaw@psdschools.org

Scope Media Center/Art Room/Flex Room, Classrooms



INSPIRE ELEMENTARY

District: Denver Public Schools

Location 5677 N Galena St, Denver, CO 80238

Contact Sharmane Reggans – Facility Planner Phone - 720-423-1865 Email -Sharmane Reggans@DPS12.org

Scope Full School (Library, Classrooms, Admin)

bcinteriors





DOUGLASS ELEMENTARY

District: Boulder Valley Schools

Location 840 N 75th St, Boulder, CO 80303

Contact Jon Wolfer – Principal Phone - (720) 561-5540 Email - jonathan.wolfer@bvsd.org

Scope Full School (Library, Classrooms, Cafeteria, Common Areas, Admin, Teacher Collaboration Rooms, Reception)



POUDRE HIGH SCHOOL

District: Poudre School District

Location 201 S Impala Dr, Fort Collins, CO 80521

Contact Kathy Mackay – Principal Phone - (970) 488-6000 Email – kmackay@psdschools.org

Scope Classrooms, Media Center, Common Areas



PAUL SANDOVAL CAMPUS

District: Denver Public Schools

Location

5500 Central Park Blvd, Denver, CO 80238

Contact

Kahala Trebilcock – Project Manager Phone – (720) 423-1901 Email – kahala trebilcock@dps12.org

Scope Music & Theater Classrooms, General Ed Classrooms, Teacher Workrooms, Athletic & Media Center, Admin Offices, Community Rooms, Small Group Rooms



CENTAURUS HIGH SCHOOL

District: Boulder Valley Schools

Location 10300 W South Boulder Rd, Lafayette, CO 80026

Contact Terry Gillach – Principal Phone - (720) 561-7500 Email - terry.gillach@bvsd.org

Scope

Classrooms, Learning Commons, Computer Lab, Small Group Rooms, Admin



PROJECT TEAM





Chris Mabbitt Account Manager P: 720-633-8730 E: c.mabbitt@bcinteriors.com



Shelby Armbruster Interior Designer | Specifier P: 720-563-0494 E: shelbyp@bcinteriors.com



Mark Sapir Project Manager P: 720-633-8732 E: marks@bcinteriors.com



Susan Heller Interior Designer | Specifier P: 720-633-8729 E: s.heller@bcinteriors.com



Emily Matthews Inside Project Manager P: 720-420-3824 E: emilym@bcinteriors.com



Sydney Andrews Interior Designer | Specifier P: 720-420-3825 E: sydneya@bcinteriors.com

OUR COMMITMENT

Each and every project is important to all of us. We commit that, if we are awarded this project, ECE and Elementary School will be our top priority for its scheduled duration.



PLANNING & DESIGN PERSONNEL





Susan Heller Interior Designer | Specifier Associates in Interior Design, Arapahoe Community College

Susan has worked as a project designer for over 15 years. Her expertise encompasses Design Services such as programming, space planning, furniture layouts, furniture finishes, architectural layouts, 3D Concept drawings. She has an extensive textile and finish background, a keen understanding of her clients' concerns and challenges, and is creative in finding innovative solutions. Susan has been the lead designer working with Denver Public Schools helping them achieve their vision of the 21 Century Classroom; updating Cafeterias, media centers as well as the front offices. Over the 15 years working at BCinteriors, she has also taken the role of Account Manager with some commercial based projects as well as educational projects.

RECENT PROJECT EXPERIENCE * Not a conclusive list*

Inspire Elementary – ECE & Elementary Classrooms - \$750,000 DPS Paul Sandoval Campus – Full School - \$2.1 million JFK High School – Cafeteria - \$180,000 Denver Green School – Full School – \$750,000 The Boys School of Denver– Classrooms - \$75,000



Shelby Armbruster Interior Designer | Specifier Bachelor of Science in Interior Design, Colorado State University

Shelby's passion is utilizing concepts found in environmental psychology to create spaces that remain timeless and suit a variety of users. She delivers design solutions that are efficient, functional, cost effective and aesthetically attractive. Shelby has been the lead designer for numerous districts across he state, including Boulder Valley Schools and Weld RE-4's new Severance High School. In her role as Project Manager, she prides herself on maintaining open lines of communication with the end user while ensuring delivery is smooth and on time.

RECENT PROJECT EXPERIENCE *Not a conclusive list*

Crestview Elementary School – Classrooms, Library, Makerspace - \$175,000 Meadowlark PK-8 School – Full School - \$950,000 Flatirons Elementary–Classrooms, Library, Innovation Space- \$175,000 Monarch High School – Classrooms, Library - \$500,000 New Vista High School –Classrooms - \$250,000

WORKLOADS

All key personnel and installers will all be at the full disposal of the LCSD project team throughout this process. BCinteriors commits to responding to any communication within a 24 hour period. We understand the importance of maintaining good lines of communication with our clients.



PLANNING & DESIGN PERSONNEL





Sydney Andrews Interior Designer | Specifier Environmental Design Degree with and Emphasis in Architecture, University of Colorado Boulder

Sydney has a passion for design and the impact that it leaves on all of her clients. She is dedicated and detail oriented designer with proven success in the conceptualization and implementation of interior design projects. Adept in creating functional and aesthetically pleasing layouts that meet every need and desire of the client. She creates architectural layouts and beautiful 3-D renderings. Sydney is the lead design for Jeffco Public Schools and St. Vrain School District.

RECENT PROJECT EXPERIENCE * Not a conclusive list*

Mead Elementary - Full School - \$ 300,000 Fremont Elementary - Classrooms, Admin, Library - \$350,000 Green Mountain High School – Full School - \$1,100,000 Witt Elementary – Classrooms - \$40,000 McClain – Media Center, Classrooms - \$20,000



Mark Sapir Project/Account Manager Business Administration, Western State University

A Boulder Native, Chris began as a furniture salesman in 1990 with Bottom Line Design, a budget oriented office furniture company. In 1995, he purchased the company and elevated it to become Boulder's premier contract furniture dealership. With over 25 years in the contract furniture industry he has gained extensive experience in all facets of the business. He understands the importance of providing second to none customer service and will personally ensure that the BCinteriors team meets their commitments, and your expectations throughout the duration of a project. Chris is a hands-on owner whose industry knowledge and ability to get the job done right set him apart from his counterparts. He works out of our main office in Boulder, Colorado.

RECENT PROJECT EXPERIENCE * Not a conclusive list*

Inspire Elementary – ECE & Elementary Classrooms - \$750,000 DPS Paul Sandoval Campus – Full School - \$2.1 million Denver Green School – Full School – \$750,000

WORKLOADS

All key personnel and installers will all be at the full disposal of the LCSD project team throughout this process. BCinteriors commits to responding to any communication within a 24 hour period. We understand the importance of maintaining good lines of communication with our clients.

PROJECT MANAGEMENT/D&I PERSONNEL





Mark Sapir Project Manager Business Administration, University of Colorado Boulder

As a project manager at BCinteriors for seven years, Mark has overseen many of the company's most high-profile projects. He manages the integration of, and collaboration with, external project personnel such as architects, subcontractors, furniture manufacturers, and installation companies. Working closely with the design, sales, and installation teams he will ensure your project is an overwhelming success. He works out of our main office in Boulder, Colorado.

RECENT PROJECT EXPERIENCE * Not a conclusive list*

Not a conclusive list

Crestview Elementary School – Classrooms, Library, Makerspace - \$175,000 Meadowlark PK-8 School – Full School - \$950,000 Flatirons Elementary–Classrooms, Library, Innovation Space- \$175,000 Monarch High School – Classrooms, Library - \$500,000 Arapahoe Ridge High School – Classrooms, Cafeteria, Library - \$250,000



Lawrence Montoya SUBCONTRACTOR Owner/Lead Installer Premier Installation Services

Lawrence is the owner of Denver based Premier Systems Services, Inc. He has successfully completed numerous projects of similar size and scope for BCinteriors in recent years. A few such projects are BVSD Summit, DPS Northfield, DPS Lincoln, BVSD Whittier and BVSD Southern Hills. As such, he is an expert on all products that will be specified in this RFP.

RECENT PROJECT EXPERIENCE * Not a conclusive list*

Crestview Elementary School – Classrooms, Library, Makerspace - \$175,000 Meadowlark PK-8 School – Full School - \$950,000 Flatirons Elementary–Classrooms, Library, Innovation Space- \$175,000 Monarch High School – Classrooms, Library - \$500,000 Arapahoe Ridge High School – Classrooms, Cafeteria, Library - \$250,000

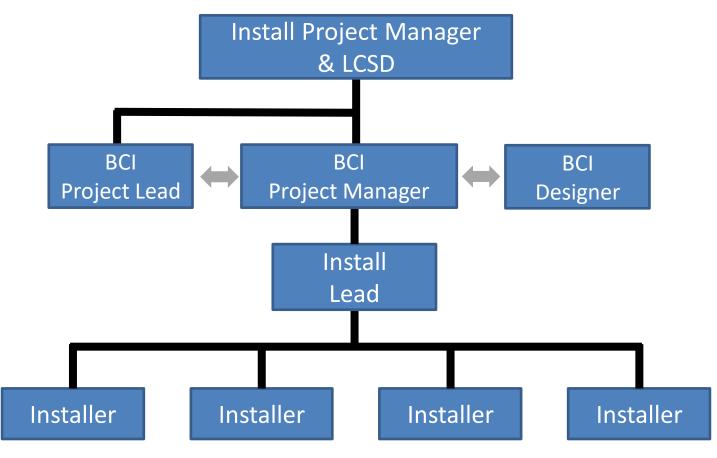
WORKLOADS

All key personnel and installers will all be at the full disposal of the LCSD project team throughout this process. BCinteriors commits to responding to any communication within a 24 hour period. We understand the importance of maintaining good lines of communication with our clients.

PROJECT MANAGEMENT/D&I PERSONNEL



SUBCONTRACTOR LINE OF COMMUNICATION



SUBCONTRACTORS

BCinteriors utilizes our in-house installation team and subcontracts Denver based Premier Installation Services. The BCinteriors project team and Premier installation team will be at the full disposal of LCSD during the course of this project, and throughout the installation process.



INSURANCE CERTIFICATE



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			INSURER E :				
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23

FIRM INFORMATION Statement of Differentiation



YOUR SUCCESS IS OUR SUCCESS

We live by these words, and strive for your ultimate satisfaction from project kick-off through closeout. You can expect that every project, from a single bookcase to an entire school, receives this same level of dedication and care. We are your advocate in this process; your devoted support team from start to finish.

Our design team is incredibly knowledgeable on both commercial and educational design concepts. We use that expertise to tailor your experience and accommodate the specific needs of your district. Your design team at BCI can create custom furniture packages and layouts, and/or provide sample product with detailed information enabling your team to choose the furniture items they feel best work for them. Budget and project timeline are of paramount importance to our team and are considered throughout the design process. Only product that aligns with both are incorporated, so there are never any last minute surprises.

Our team is more than just a team, we are a family. And, in any family, communication is key. Our designers, project managers, and sales team collaborate daily to discuss current projects, manufacturer updates, and problem solving strategies. This same open communication and collaboration with our clients is critical in ensuring that all project objectives are being met timely and effectively.

We believe the BCI product and experience is second-to-none, and we work tirelessly to develop and refine it. Your designer can layout spaces in real-time, utilizing 3D color renderings, allowing you to visualize every element of the project. At each design meeting, we discuss visual representations of the design, fabric and finish selections, and budgetary considerations. Our design deliverables are descriptive and informative. Our industry expert project managers plan, oversee, and ensure the successful execution of all critical project objectives. Your orders are tracked from the moment it's placed until it's delivered. Your finished project will embody every element of this process. We encourage you to reach out to our references and allow them to attest to this first-hand.





































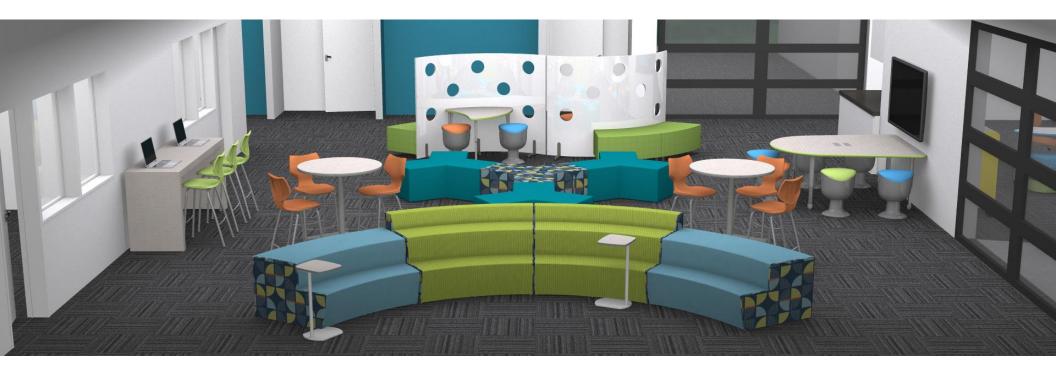






































FEE ESTIMATE

This form must be completed and submitted with the response to the RFQ. FF&E includes all furnishings that will completely furnish all parts of a comprehensive PK-2 school facility. Please base your response to this RFQ on a budget estimate of \$600,000. This budget includes the FF&E consultant fee.

For the Furniture Options section, please use a good-better-best approach and provide a low, medium, and high pricing option from different manufacturers for each piece of proposed equipment with a cut sheet. Please focus on the following for each space:

- \cdot Chairs
- · Desks
- Tables
- · Storage/Filing Cabinets

Accent furniture to these elements or other "fun design" adds do not need to be shown with a price or cut sheet at this time, however, we encourage firms to incorporate these items into the conceptual design

Please provide costs/fees using the worksheet included as an exhibit with this RFQ – refer to the scope of Work Section. The budget range for the FFE package, including hard costs, programming, design fees, delivery and installation is as set above for the respective school. Please provide a Not-To-Exceed (NTE) Lump Sum cost for Programming, Design Development, Contract Documents, Delivery/Freight/Storage, Unloading/Install, and Reimbursables based on the budget range above. In addition to the NTE fee, please provide a fixed percentage for these fees. The fixed percentage is to be used if the FFE budget has the ability to increase over the course of the project.

The undersigned herby affirms that:

- He/she is a duly authorized agent of the proposed;
- He/she has read the RFQ terms and conditions, Form of Agreement and any technical specifications, which were made available, and fully understands and accepts those terms unless specific variations have been expressly listed and identified with the firm's response to this RFQ.
- The proposal is being offered independently of any other responder.

SUBMITTING / RESPONDING FIRM:	BCinteriors		
By:	4	Date:	8/14/2020

CHRIS MABBITT

Printed Name of Agent

OWNER ACCOUNT MANAGER Title of Agent

_			Exhibit	Α	
Description	Lump Sum Fee	% (based on dollar value of equipment)	Comments	1	
Programming	\$0.00	0%			
Design Development	\$0.00	0%			
Contract Documents	\$0.00	0%			
Delivery/Freight/Storage	\$12K-\$24K	2-4%	*BCI offers free storage for up to one month. After this period, storage is \$7 per square foot needed.		
Unloading/Installation	\$18K-\$30k	3-5%	Including building protection		
Reimbursables	\$6K	1%	Hotel, Per Diem, Travel to site, etc.		
Subtotal	\$36K-60K	6-10%	*Freight, Installation & Reimbursables are highly contingent on final product selections and quantities.	L	

High \$/ea	Medium \$/ea	Low \$/ea	Comments
\$72.50	\$67.52	\$32.64	Assume 12" Chairs
\$77.50	\$56.84	\$37.94	Assume 16" Chairs
\$275.00	\$199.38	\$147.72	Assume 22" Desks
\$275.00	\$199.38	\$147.72	Assume 26" Desks
\$288.20	\$270.00	\$234.90	
\$1,087.90	\$846.00	\$724.50	
\$117.56	\$101.65	\$59.81	
\$934.31	\$775.63	\$479.70	
	\$892.50	\$624.28	
\$154.00	\$76.64	\$24.96	
\$675.00	\$434.13	\$342.10	
\$92.00	\$59.31	\$48.89	
\$1,616.00	\$1,545.75	\$877.11	
\$77.50	\$56.84	\$37.94	
\$3,250.00	\$1,748.00	\$1,354.00	
\$6,759.50	\$3,408.50	\$2,412.00	
\$374.00	\$274.38	\$271.35	
\$357.34	\$310.05	\$211.09	
\$1,837.80	\$1,540.80	\$755.19	
\$1,035.45	\$695.70	\$317.25	
\$1,396.69	\$1,210.46	\$784.39	
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*Provide cutsheets for all priced products



Exhibit A

Conceptual Design Options	High \$/ea	Medium \$/ea	Low \$/ea	
Classroom				
PK and K Chairs	Paragon Emoji	HON Smartlink	Alumni Explorer	
1-2 Grade Chairs	Paragon Emoji	HON Smartlink	Alumni Explorer	
PK and K Desks	Fleetwood Sidekick (p17)	Smith System Diamond	HON Triangle	
1-2 Grade Desks	Fleetwood Sidekick (p17)	Smith System Diamond	HON Triangle	
Bookshelves	Fleetwood (p192)	Great Openings	Jonti-Craft	
Storage Cabinets	Fleetwood Illusions Tall Wardrobe (p164)	Great Openings Full Depth Cabinets	Jonti-Craft Hideaway Storage Cabinet	
Cafeteria/Commons				
Chairs	Sit On It Rio	HON Motivate	NPS 8800 Series	
Café Tables	PH Story Tables	SICO Socializer	HON Preside	
Cafeteria Tables	PH 34 Convertible Bench/Table	SICO 3-in-1 convertible	NPS CBG Series	

Art Classroom			
Chairs	Fleetwood Rock (p258)	NPS Elephant Z-Stool	NPS 6200 Series
Tables	Smith System Planner Studio Table 48x48	Diversified Woodcraft Four Person Table	Fleetwood Unitized Frame. Table 48x48 (p17)
Music Classroom			1
Chairs	Wenger Student Chair	NPS Melody Chair	Alumni Explorer Music <u>Pitch</u>
Risers	Wenger Signature Choral Risers	SICO Harmony Choral Risers	NPS Multi-Level Risers
Media Center			
Chairs	Paragon Emoji	HON Smartlink	Alumni Explorer
Seating	Norva Nivel Genga	ERG Brighton	Media Technologies Ad Lib
Desk	Palmieri Navigate	Media Technologies Nomad	Media Technologies Interact
Tables	Fleetwood Hourglass Table (p17)	Smith System 321 Table	HON Ribbon Table

Office			
Chairs	HON Ignition	HON Solve	HON Convergence
Desk	HON Voi	HON Concinnity	Rocky Mountain Elements
Storage Cabinets	HON Laminate	HON Metal	Rocky Mountain Laminate
Conference Table	HON Hollow Panel Base	HON Footed Metal Base	HON Laminate Panel Base

*Provide cutsheets for all priced products

Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

TO: Board of Education PRESENTER(S): Carlye Sayler- Healthy Schools Director MEMO PREPARED BY: Carlye Sayler INVITED GUESTS: TIME ALLOTTED ON AGENDA: 15 minutes ATTACHMENTS: None

RE: Family Connectors, Presentation

TOPIC SUMMARY

Background:

In partnership with Lake County Public Health Agency (LCPHA) and Full Circle, Lake County School District (LCSD) is implementing a Family Engagement strategy to connect trusted community members with LCSD families. We envision creating meaningful, mutual conversations between families, schools, Public Health, and community resources as we work together to address the dynamic challenges our community faces during the pandemic. This will include sharing essential public health guidelines, school district policies and practices, and information about changing school modes.

We hope to expand the scope of the program over the course of the next several years, but for now we will keep a narrow focus on COVID-related outreach. However, because the pandemic impacts a broad range of our operations, this outreach could include questions related to school modes, safety procedures, health screenings, technology assistance, resource connection, mental health support, and more.

This program is not intended to replace any existing parent outreach efforts, roles, or services at LCSD or LCPHA. For example, LCSD will still provide all regular family support and outreach including newsletters, phone calls, office staff, interpreting, etc.

Topic for Presentation:

The Family Connector Program is designed to empower families with timely and accurate information by addressing specific questions, providing updates in advance of

anticipated changes in school modes, and communicating about important health and safety policies. Each school will have two Connectors who can conduct direct outreach to families. At least one Connector will be bilingual/bicultural. The program is intended to ensure that families have a mechanism for communicating their concerns and questions. Family Connectors will therefore record and report concerns and questions to LCPHA and LCSD on a weekly basis so that we can continually improve practices. Regular reports will be available to the LCSD Superintendent.

The Healthy Schools Director will partner with a Community Educator from Full Circle to provide supervision as well as weekly support and training to the Family Connectors. A two hour weekly training (which will also include a Public Health update) will equip Family Connectors with the capacity and knowledge to share essential information. Family Connectors will be trained on how to connect with families, provide information, collect responses, and organize data.

Family Connectors will engage LCSD families primarily via phone, but will also utilize email and text as needed. Connectors will conduct large-scale outreach to all families as well as targeted engagement through a referral system that teachers and administrators have direct access to. Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

TO: Board of Education PRESENTER(S): Kathleen Fitzsimmons MEMO PREPARED BY: Bethany Massey INVITED GUESTS: Holly DeBell, Paul Anderson TIME ALLOTTED ON AGENDA: 30 minutes ATTACHMENTS: 0

RE: Building Naming Committee Process, Presentation

TOPIC SUMMARY

Background:

The decision to name or rename a building or facility resides with the Board of Education. The Board recognizes that the process for naming or renaming a building or facility is a matter deserving thoughtful and serious attention. Normally a building or facility will be named while it is under construction and before it is occupied and utilized. The Planning Principal or building administrator is primarily responsible for management of the building or facility shall initiate and supervise the following procedures:

1. A committee of parents, patrons, employees, and students when feasible, shall be organized. The Planning Principal or building administrator shall serve as chairperson or co-chairperson of the committee.

Initial Proposal: The Design Advisory Group shall serve as the committee.

2. The committee shall research possible names.

Initial Proposal: September, name research will begin with input gathering being collected at conferences at the Elementary school. In October, a public outreach will announce the continued gathering of feedback.

Input will be collected around two posts: first, any possible names and a provided rationale for why this name should be considered; and second, feedback toward guiding principles that should be used to narrow the selection.

3. The committee shall resist hasty, ill-conceived, or emotional recommendations and should consider past precedent in the District, future impact upon the District, and the District philosophy. *Initial Proposal: October, the committee shall define the guiding principles that will be used in selecting the name. The committee will narrow down the naming of the school based on the alignment of the name toward the guiding principles.*

4. The recommendation of the Board of Education shall include an overview of the process used by the committee, a review of all names that received serious consideration, and the justification and background for the recommended name. 6. The Board of Education shall make the final decision on the names of buildings and facilities.

Initial Proposal: November, the committee shall present the final contenders to the board of education as well as the rationale for the sole, recommended choice.

Topic for Presentation:

After feedback from the 9/22 board of education meeting, a continued planning of the next steps in preparing a naming committee have been in the works. The presentation will outline:

- 1) The process for selecting committee membership. This is a change from the 9/22 board meeting of using the DAC based on feedback received.
- 2) The two-part process that will be used to gather feedback related to:
 - a) Committee membership
 - b) Priorities of stakeholders
 - c) Name selections
- 3) The process to be used to get to the final name that will be presented to the board.
- 4) The dates anticipated for each of these steps to occur.

Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

TO: Board of Education PRESENTER(S): Bethany Massey MEMO PREPARED BY: Bethany Massey INVITED GUESTS: TIME ALLOTTED ON AGENDA: 5 minutes ATTACHMENTS: 0

RE: District Accountability Committee, Presentation

TOPIC SUMMARY

Background:

Colorado School Law 22-11-301 as well as Lake County School District Policy AE and AE-R require the board designation of a district accountability committee. District Accountability Committees (DACs) are responsible for

(1) making recommendations to their local school boards concerning budget priorities,

(2) making recommendations concerning the preparation of the district Performance, Improvement, Priority Improvement, or Turnaround plan (whichever is applicable),

(3) providing input and recommendations to principals, on an advisory basis, concerning the development and use of assessment tools to measure and evaluate student academic growth as it relates to teacher evaluations, and

(4) cooperatively determining other areas and issues to address and make recommendations upon.

DACs also are expected to publicize opportunities to serve on District and School Accountability Committees and solicit families to do so, assist the district in implementing its family engagement policy, and assist school personnel in increasing family engagement with educators. Small rural school districts may waive some family engagement requirements. A more comprehensive description of the composition of DAC and its responsibilities can be found within the following resources:

• https://www.cde.state.co.us/uip/dac-responsibilities-inventory-2020

It is the responsibility of the Board of education to appoint or create a process for the election of a school district accountability committee that meets membership requirements stated in law.

Topic for Presentation:

After feedback from the 9/14 board of education meeting, the continuation of the process including next steps will be shared. The presentation is intended to share the conceptual plan in moving forward and may be adapted as needed to progress the DAC process.

Membership Recruitment

Intent to recruit process...

- three parents of students enrolled in the district public schools
- one teacher employed by the district
- one school administrator employed by the district
- one person who is involved in business or industry in the community within the district's boundaries

Recruitment process to include:

- Sunday shoutouts/newsletters of buildings
- Blog post
- Internal staff email list
- Community connectors outreach
- Outreach to community partners including Full Circle & BAG
- Community Coffee Chat

Timeline for 2020-2021 next steps

- October = DAC committee established
- November = Kickoff meeting
- January = Quarter 2 meeting
- March = Quarter 3 meeting
- May = Quarter 4 meeting

Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

BOARD MEETING DATE: 09/08/2020 PRESENTER(S): Bethany Massey MEMO PREPARED BY: Bethany Massey INVITED GUESTS: None TIME ALLOTTED ON AGENDA: 5 minutes ATTACHMENTS: 1

RE: MOU regarding COVID-19 Paid Leave change to Master Agreement, Discussion/Action

TOPIC SUMMARY

Background:

Three COVID related pieces of legislation are currently impacting leave options for employees. Under the FFCRA, employees have access to **Emergency FMLA (E-FMLA)** and **Emergency Paid Sick Leave (EPSL)**. More information available here: <u>https://www.felhaber.com/wp-content/uploads/FFCRA-Paid-Leave-Flow-Chart.pdf</u>

Additionally, the Colorado Department of Labor and Standards has also released the **Colorado Health Emergency Leave with Pay (Colorado HELP).** More information available here:

https://www.colorado.gov/pacific/sites/default/files/Colorado%20HELP%20Rules%207%2 0CCR%201103-10%20%28Temp%29_0.pdf

Additionally, in conversations with the Lake County Education Association (LCEA) the support of employees in being able to access the sick leave bank for reasons related to COVID prior to utilizing personal leave banks has been proposed for our staff through the collaborative draft of a memorandum of understanding.

Topic for Presentation:

A proposed MOU toward Master Agreement changes for Board approval is being presented that outlines the ability for staff to access 1) additional leave according to the Federal/State law and 2) the sick leave bank for certain COVID related reasons which is a change from the current sick leave policy.

The Memorandum of understanding (MOU) has been included for Board review. The MOU outlines a change to the Master Agreement negotiated sick leave policy.

MEMORANDUM OF UNDERSTANDING REGARDING COVID-19 SICK LEAVE

This Memorandum of Understanding ("MOU") is made and entered into this 13th day of October 2020, by and between the Lake County School District R-1 ("District") and the Lake County Education Association ("Association") concerning paid leave for specified reasons related to COVID-19.

RECITALS

WHEREAS, the District and the Association are parties to a master agreement dated May 2019 ("Master Agreement") which sets forth certain terms and conditions of employment for the Association's members (the "Master Agreement"), including terms and conditions for taking paid leave; and

WHEREAS, consistent with District policy for all District employees, the Master Agreement requires Association members to exhaust Paid Time Off (PTO) leave prior to applying for leave from the Sick Leave Bank; and

WHEREAS, in response to the COVID-19 pandemic, federal and state lawmakers have passed the Families First Coronavirus Response Act ("FFCRA") and the Healthy Families and Workplaces Act ("HFWA"), which require employers to provide paid sick leave and expanded medical leave for specified reason related to COVID-19 in order to decrease the spread of COVID-19 and promote public health by incenting employees to stay home if they are sick; and

WHEREAS, the PTO exhaustion requirement for applying to the Sick Leave Bank is inconsistent with the public health objectives of the FFCRA and HFWA; and

WHEREAS, to further promote the safety and health of District employees and students, and the greater school community, the District and the Association desire to enter into this MOU for the 2020-2021 school year to align the District's sick leave practice for COVID-19 with the FFCRA, the HFWA, and related public health objectives for decreasing the spread of COVID-19.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein my reference, and the mutual covenants set forth herein, the District and the Association agree as follows:

1. <u>Term</u>. The term of this MOU shall be from July 1, 2020 through June 30, 2021.

2. <u>Paid Sick Leave for COVID-19</u>. Through December 31, 2020, Association members are entitled to paid sick leave and expanded family medical leave for covered reasons in accordance with the FFCRA. Effective January 1, 2021, Association members are entitled to paid leave in accordance with certain provisions of the HFWA.

3. <u>No Exhaustion Required</u>. During the term of this MOU, Association members shall not be required to exhaust their PTO prior to applying for the Sick Leave Bank leave for reasons related to COVID-19 and covered under the FFCRA or HFWA, as applicable. Access to Sick

Leave Bank leave shall be subject to the approval of the Sick Leave Bank committee in accordance with the provisions of the Master Agreement.

4. <u>No Change to Other Leave Benefits</u>. Paid sick and medical leave for reasons unrelated to COVID-19 shall continue to be governed by the relevant provisions of the Master Agreement and District policy, as applicable.

IN WITNESS WHEREOF, the District and Association have caused their respective representatives to execute this MOU as of the date first written above.

LCEA	LCEA
LCSD	LCSD
LCSD BOE	LCSD BOE

Dated: Oct. 13, 2020

Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

BOARD MEETING DATE: 09/08/2020 PRESENTER(S): Bethany Massey MEMO PREPARED BY: Bethany Massey INVITED GUESTS: None TIME ALLOTTED ON AGENDA: 5 minutes ATTACHMENTS: 1

RE: Resolution regarding COVID-19 Paid Leave, Discussion/Action

TOPIC SUMMARY

Background:

Three covid related pieces of legislation are currently impacting leave options for employees. Under the FFCRA, employees have access to **Emergency FMLA (E-FMLA)** and **Emergency Paid Sick Leave (EPSL)**. More information available here: <u>https://www.felhaber.com/wp-content/uploads/FFCRA-Paid-Leave-Flow-Chart.pdf</u>

Additionally, the Colorado Department of Labor and Standards has also release the **Colorado Health Emergency Leave with Pay (Colorado HELP).** More information available here:

https://www.colorado.gov/pacific/sites/default/files/Colorado%20HELP%20Rules%207%2 0CCR%201103-10%20%28Temp%29_0.pdf

Additionally, in conversations with the Lake County Education Association (LCEA) the support of employees in being able to access the sick leave bank for reasons related to COVID prior to utilizing personal leave banks has been proposed for our staff through the collaborative draft of a memorandum of understanding.

Topic for Presentation:

A proposed resolution for Board approval is being presented that outlines the ability for staff to access 1) additional leave according to the Federal/State law and 2) the sick leave bank for certain covid related reasons which is a change from the current sick leave policy.

LCEA and LCSD initially created the following communication which is at the heart of the MOU and can aid in understanding of the MOU.

COVID-related paid sick leave will be utilized when an employee is unable to work (or unable to telework) due to a need for leave because the employee:

- 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 3. is experiencing COVID-19 symptoms (link to symptoms guidance from CDPHE) and is seeking a medical diagnosis;
- 4. is caring for an eligible individual subject to an order described in (1) or self-quarantine as described in (2);
- 5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- 6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

For an employee who becomes subject to any of the numbered provisions above, that employee will utilize the LCSD COVID leave system:

- Prior to December 31, 2020, an employee will be granted paid sick leave of two weeks (up to 80 hours), per the Families First Coronavirus Response Act (FFCRA), prior to utilizing any form of personal or district sick leave.
- If additional leave for qualifying items 2, 3, or 4 listed above is required beyond the two weeks as mandated by the FFCRA, or upon the expiration of the provisions of the FFCRA, an employee will be able to access the LCSD Sick Leave Bank.
- Employee access to the Sick Leave Bank, for the purposes of utilizing paid sick leave for COVID related reasons will be predicated upon committee approval or subject to the application process as specified in 10.4.D-E of the Master Agreement.
- Any leave for personal reasons or for medical reasons unrelated to COVID-19 will be governed by Section 10 of the Master Agreement as written.

RESOLUTION NO. 21-07 OF THE BOARD OF EDUCATION OF LAKE COUNTY SCHOOL DISTRICT R-1 REGARDING COVID-19 PAID LEAVE

WHEREAS, as students and staff return to school for the 2020-2021 school year in the midst of the ongoing COVID-19 pandemic, the Board of Education ("Board") of Lake County School District R-1 ("District") is committed to promoting the safety and health of staff, students, and the greater school community; and

WHEREAS, in furtherance of this commitment, the Board desires to ensure that staff have adequate support and incentive to stay home for COVID-19 related reasons consistent with federal and state paid leave laws; and

WHEREAS, under District policy and the Master Agreement between the District and the Lake County Education Association ("Master Agreement"), District employees are currently required to exhaust personal or paid time off leave prior to applying for leave from the sick leave bank, which approach is inconsistent with public health objectives to minimize the spread of COVID-19; and

WHEREAS, for the 2020-2021 school year, the Board desires to align its paid leave policy for COVID-19 related reasons with applicable law and public health objectives.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF LAKE COUNTY SCHOOL DISTRICT R-1 AS FOLLOWS:

1. For the 2020-2021 school year, District employees shall be entitled to take paid sick leave and expanded family medical leave for covered reasons in accordance with applicable law. District employees shall not be required to exhaust their personal or paid time off leave prior to applying for leave from the sick leave bank for reasons related to COVID-19 and covered under applicable law. Access to the sick leave bank shall continue to be subject to the approval of the sick leave bank committee in accordance with the provisions of District policy and the Master Agreement, as applicable. Paid sick and medical leave for reasons unrelated to COVID-19 shall continue to be governed by District policy and relevant provisions of the Master Agreement, as applicable.

2. For the 2020-2021 school year, the Board hereby suspends District policy to the extent that it is inconsistent with this resolution and waives its right to require PTO exhaustion under Section 10.4.A of the Master Agreement. The Board further directs the Superintendent to implement procedures consistent with this resolution, including, but not limited to, entering into memoranda of understanding with the Lake County Education Association, updating employee handbooks, and issuing human resource bulletins or directives to notify and educate District employees of this temporary change.

Rod Weston, Secretary

Eudelia Contreras, President

Dated: Oct. 13, 2020

TABLE OF CONTENTS

STRATEGIC POLICIES

- SP-1 Board Policy Introduction
- SP-2 Mission
- SP-3 Results Based Governance Policy
- SP-4 Management Oversight Policy
- SP-4C-1 Management Oversight Calendar
- SP-4C-2 Calendar of Oversight Workshops
- SP-4C-3 Onboarding Road Map Calendar
- SP-5 District Instruction and Learning Policy

Board Policy Introduction

This is the Lake County School District Board Policy Manual. This document, along with Colorado law and the Board's minutes, serve as our basic governing documents. The District and Board exist and operate through the Colorado Constitution and state law, which also describe the powers of the Board, its members, and the District. Board minutes are a legal record of the Board's meetings, actions, and decisions. Board policy records those largest, most general decisions upon which subsequent behavior is based.

These policies are the written statements of the Board of Education as a whole that define the expectations, values or perspectives which underlie and guide the decisions and actions of the Board, Superintendent and staff. To distinguish these decisions as Board decisions, we call them Board Policies. The Superintendent further establishes policies, procedures, practices and makes decisions consistent with Board policy.

There are four categories of Board Policy:

- 1. Strategic Policies: These describe the mission, organizational products, impacts, benefits, results, recipients and their relative priority, worth or cost (what end result is desired for whom and at what cost); these are primarily descriptions about what good our District should create in the lives of students.
- 2. Governance Process: These describe how the Board will conceive, carry out and monitor its own work.
- 3. Board/Superintendent Relationship: Since the Board has delegated all executive authority to its Superintendent, these policies describe the Superintendent's role, authority, accountability and how the District's and the Superintendent's performance will be monitored or evaluated.
- 4. Staff/Superintendent Guidelines: These describe the constraints on executive authority which establish the practical, ethical and legal boundaries within which all executive and staff activity and decision-making will take place.

Within each category, these policies are written from the most general to the more specific. Each smaller level is also a more specific interpretation of some of the concepts in the next higher level. Therefore, whatever is written at the larger levels also pertains to each smaller level. This results in policies that are concise and complete.

For example, at the largest or most general level Staff/Superintendent Guideline policies, the Board has stated that the "...Superintendent shall not cause or allow any...organizational circumstance which is unlawful..." Since this concept is embedded in all further policies, it is unnecessary for the other policies to further describe areas where the District must follow the law.

The Board also has a focus on Results Based Governance, so its policies are formulated to encourage results, particularly results for students. This focus is more specifically described in the documents which follow in this introductory section.

[Revised January 2018] LAKE COUNTY SCHOOL DISTRICT R-1, LEADVILLE, COLORADO

Policy Type: District Priorities

Mission

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

Simultaneously we focus our efforts on the following:

- 1. 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 and career ready").
- 2. Provide all students with engaging learning opportunities ("Rigor and engagement are everywhere").
- 3. Create a space that is safe, inclusive and welcoming for all ("Diversity and culture make us better").
- 4. Plan and execute the capital and human capital investments that will make our district better ("We plan for the future").

Core Commitments

- Inspire all students to be life-long problem-solvers;
- Create a culture of academic achievement;
- Build on the strengths of every individual;
- Provide opportunities for risk-taking in learning;
- Respect the whole person: physical, mental, emotional;
- Empower all community members to be active participants in our schools;
- Foster a safe environment for all students and staff;
- Honor cultural difference;
- Partner with families and community members

[Revised October 2018] LAKE COUNTY SCHOOL DISTRICT R-1, LEADVILLE, COLORADO

Results Based Governance Policy

In 2014, the Lake County School District Board of Education ("Board") adopted a Mission Statement and Core Commitments that outlined new expectations for learning, climate and culture in the Lake County School District. Subsequently, it began an exploration of a results-based governance model in which the following would be aligned:

- Mission Statement and Core Commitments
- Priorities, Strategies and Metrics
- District Strategic Plan
- School-Level Work Plans
- Oversight Calendar
- Budget
- Board Policies
- Superintendent's Evaluation

The Board believes it can best play a role in ensuring ongoing strong results in the Lake County School District by aligning the District's work and resources to its beliefs about learning, culture and climate—and by monitoring that work in a disciplined way. The Board recognizes its responsibility to oversee systems and procedures to implement those beliefs.

Purpose

The purpose of this introductory document is to set forth in policy a Results Based Governance Model, systems and procedures for implementing this model and a system of accountability for monitoring the progress of work in the District.

Policy Statement

Aligned Mission Statement, Core Commitments, Priorities and Strategic Plan

The work of the District is directed by the District's Mission Statement and Core Commitments, which are supported by a set of Priorities developed by the board. The Strategic Plan for the District further develops these Priorities and is written by the Superintendent and approved by the Board. Each portion of the strategic plan supports a District Priority and is comprised of one or two strategies each accompanied by a metric to monitor progress.

The Board sets forth in policy the following Theory of Action that we must simultaneously focus our efforts on the following priorities:

- 1. Ensuring 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 and career-ready")
- 2. Providing all students with engaging learning opportunities ("Rigor and engagement are everywhere")
- 3. Creating a space that is safe, inclusive and welcoming for all ("Diversity and culture make us better")
- 4. Planning and executing the capital and human capital investments that will make our district better ("We plan for the future")

Commitment to Results Based Governance to implement the Priorities and Strategic Plan

The Board also sets forth in policy its commitment to results based governance to implement the District's Priorities and Strategic Plan and acknowledges the following responsibilities:

- The work of the District is underpinned by a Board-adopted Mission Statement and Core Commitments that reflect the deeply held foundational beliefs of the District.
- The District's Priorities are Board-developed and adopted direction statements that serve to focus the District's work in the immediate future. The Superintendent's Strategic Plan turns the District's Priorities into action. The Strategic Plan is comprised of strategies, each with a metric to track progress.
- It is the Superintendent's responsibility to write a Strategic Plan that outlines the work that will be undertaken around the District's Priorities. Each Priority should contain one or two key strategies. Every key strategy should have a metric to measure progress. The Superintendent shall bring this Strategic Plan annually to the Board for review, discussion and adoption. The schedule for this annual review shall be outlined in the Board's Calendar Policy.
- It is the Superintendent's responsibility to communicate the District's Priorities to schools, and to ensure that school-level plans demonstrate alignment with the District's Priorities and the key strategies in the Strategic Plan.
- It is the Superintendent's responsibility to annually develop a strategic budget that prioritizes work around the District's Priorities and the key strategies of the Strategic Plan. The

Superintendent shall bring this strategic budget to the Board annually for review, discussion and adoption. The schedule for this annual review shall be outlined in the Board's Calendar Policy.

Accountability Structure to Monitor the Strategic Plan

- It is the Superintendent's responsibility to use metrics to measure progress on the strategies in the Strategic Plan. Each of the strategies should have a metric. The Superintendent shall bring these metrics annually to the Board for review, discussion and adoption. The schedule by which this is done shall be outlined in the Board's Calendar Policy. Taken together, these metrics shall:
 - 1. Measure system-level change.
 - 2. Measure change over time.
 - 3. Measure Lake County Public Schools in comparison to other similar districts.
 - 4. Measure change from the perspective of multiple stakeholders (students, parents, teachers).
 - 5. Be accompanied by a clearly-agreed upon methodology.
- It is the Board's responsibility to work with the Superintendent to develop a schedule by which it can review progress on the chosen metrics. The schedule for this review shall be outlined in the Board's Calendar Policy. The Superintendent's evaluation, which will occur annually as per the Oversight Calendar, will include a review of metrics and results. However, each metric should also be reviewed at least once during the year, so that the Board and Superintendent can discuss interim progress.

Review Date

This policy shall be reviewed annually according to the Oversight Calendar.

Management Oversight Policy

Management Oversight

The purpose of this policy is to guide the Lake County Board of Education as it fulfills its responsibility of overseeing management of the school district's major systems. The Lake County Board of Education acts as a body in accordance with applicable state and federal law to govern Lake County Public Schools and serve the interests of the people of Lake County. The Board of Education and Superintendent understand that management oversight is the responsibility of the Board as a whole, not of individual Board members. While holding the Superintendent accountable for the performance of these systems, the Board will not interfere with the Superintendent's management of the district. The Superintendent will be responsible for ensuring that all procedures, controls, checks and balances and codes of ethics are in place and are being executed properly.

The Board of Education is responsible for management oversight of all major systems of the Lake County Public Schools including, but not limited to, finances, curriculum, human resources, safety and security, construction management, facilities maintenance, transportation, custodial services, food services and technology, in addition to students' academic performance. The Board of Education's role in management oversight is to review the performance of all major systems through formal reports, audits, workshop presentations and any other reporting method deemed appropriate by the Board of Education through the Superintendent.

The Board of Education will receive performance reports – either as written reports or presentations during regularly scheduled meetings and workshops as outlined in the Oversight Calendar and will identify any other periodic reporting required.

By overseeing the annual external financial audit process, ensuring that the Superintendent acts on the auditor's recommendations and reviewing the integrity and performance of the district's major management systems as per the Oversight Calendar, the Board of Education will fulfill its duty to assure the public that school district resources are being used efficiently and effectively and that the district's mission is being fulfilled.

Guidelines for Board Oversight of District Management Systems

Oversight Calendar

The Board of Education will review all major management systems per its Oversight Calendar. The Oversight Calendar will outline how and when the Board reviews the following in order to exercise its

obligation to ensure that the District is making progress toward its goals and that any deficiencies are being addressed. During the workshop, the designated district administrator will provide a thorough and comprehensive presentation that will provide a "look under the hood" perspective for the Board. The presentation will include, but is not limited to, the following:

- 1. What are we trying to do?
- 2. How are we trying to do it?
- 3. At any given moment, how will we know if we're on track?
- 4. If we're not on track, what are we going to do about it?

The Board will submit any additional information requests/questions to the Superintendent at the work session prior to the scheduled workshop. The Board will receive final workshop presentation documents in the Board packet no less than four days prior to the scheduled workshop. Presentations containing extensive data will also include executive summaries. The workshop presentations will be conducted according to the Oversight Calendar.

As the board continues implementation of this policy, the Board of Education may want to debrief the meetings and keep a list of changes or additional information requests for the next time – and change the instructions that are given to staff accordingly.

Additional Tools

Where there has been a pattern of inconsistency, or where interest is high, the Board can use additional tools for management oversight, including external reviews of systems integrity and performance from audit firms, task forces comprised of experts or community members.

Management Areas

- Finance
- Food Service
- Technology
- Construction Management, Facilities Maintenance and Custodial Service
- Transportation
- Human Resources
- Communications
- Safety and Security
- Focus on Schools

Review Date

Every year, the Board of Education and the Superintendent will review the progress made in meeting the goals of the management Oversight Calendar and oversight and Results Based policies for the current year and make needed changes for the upcoming year.

This policy describes processes. It is the intention of the Board of Education to follow these processes, but from time to time, by decision of the Board, processes and timelines may vary. The processes are not intended to be overly restrictive or become issues of dispute, but rather to provide guidelines for effective Board workshops.

Month	Focus Area	Person	Reports and Activities
August	District Preparedness Overview: Facilities, Trans- portation, Hiring, Safety	Superintendent	
Work session	Workshop 1: 2019-2020: Facilities 2020-2021: Transportation	Facilities Director OR Transportation Director	
September	District Performance	Superintendent	State Assessment Enrollment update
	Strategic Plan Review Student Representative Approval	Superintendent	Strategic Plan
Work session	Workshop 2: Safety and Security (Every year)	Director of Safety & Security	
October	Student Achievement Overview; College and Ca- reer Readiness	Superintendent	College and career readiness data Enrollment numbers Update on ICAP Graduation Rollout
	Policy Review		SP-1-SP-5
Work session	Workshop 3: 2019-2020: Technology 2020-2021: Athletics & Ex- tracurricular Activities	Technology Director OR Athletic Director	
November	Early Childhood Update	Early Childhood Director	The Center School Plan, goals, data specific to school
	Student Achievement Overview Part 2; Rigor and Engagement	Superintendent	School Performance Frame- work

Month	Focus Area	Person	Reports and Activities
	Accreditation of Schools(Resolution)		
Work session	Horizon Goals & Next Steps Cultural Responsive Questioner		
December	Audit Certify Mill Levy School Culture Overview; Diversity and Inclusion	CFO/Auditor CFO Superintendent	Audit
Work session	Holiday Break		
January	Superintendent Evaluation	Superintendent	Data related to engagement and rigor: i.e. walk through da- ta, EL updates, ANet updates
	Revised Budget Policy Review	CFO	Final Budget GP-1 to GP-9
Work session	Work Shop 4: 2019-2020: Food Service 2020-2021: Communica- tions	Food Service Director OR CFO	

Month	Focus Area	Person	Reports and Activities
February	High School Update	Principal	PM Tool - LCHS School plan, goals, data specif- ic to school, curriculum up- dates LCHS Walkthroughs
	Enrollment: Choice in/out	Superintendent	
Work session	Capital Plan Overview; Master Plan	Superintendent /CFO	Master Plan
	Non-Renewal Overview		Review of practices from CASB
March	LCIS Update	Principal	PM Tool - LCIS School plan, goals, data specif- ic to school, curriculum up- dates LCIS Walkthroughs
Work session			

Month	Focus Area	Person	Reports and Activities
April	West Park Elementary Up- date	Principal	PM Tool - WPE School plan, goals, data specif- ic to school, curriculum up- dates WPE Walkthroughs
	Student Health & Wellness	Health & Wellness Co- ordinator	Data Specific
	Policy Review		GP-10 to GP-13 and BRS-1 to BRS-5E
Work session			
Мау	Celebrations Leaving student representative celebration Graduation Expectations	Superintendent	Celebrations Data related to progress
Work session	Work Shop 5: Finance (All years) Work Shop 6: Human Resource (All years)	CFO HR Director	Draft Budget

Month	Focus Area	Person	Reports and Activities
June	Budget approval/Capital strategic plan approval	Superintendent	Community satisfaction measures
	Master Plan Update Policy Review Interest Free Loan Approval	Superintendent/CFO	SSG-1 to SSG-9
Work session	Board Retreat Board Evaluation Goal setting		
July	Holiday		
Work session	Holiday		

[Revised February 2019] LAKE COUNTY SCHOOL DISTRICT R-1, LEADVILLE, COLORADO

Calendar of Oversight Workshops

Year	Work Session (see oversight calendar)	Workshop	Person	On-Boarding work
2018- 2019	1	Transportation	Transportation Director	
	2	Safety and Security	Director of Safety & Security	
	3	Athletics & Extracurricular	Athletic Director	
	4	Communications	Chief Financial Officer	
	5	Finance	Chief Financial Officer	
	6	Human Resources	Human Resources Director	
2019- 2020	1	Facilities	Facilities Director	
	2	Safety and Security	Director of Safety & Security	
	3	Technology	Chief Financial Officer/Technology Dep.	
	4	Food service	Food service Director	
	5	Finance	Chief Financial Officer	
	6	Human Resources	Human Resources Director	
2020- 2021	1	Transportation	Transportation Director	
	2	Safety and Security	Director of Safety & Security	
	3	Athletics & Extracurricular	Athletic Director	

	4	Communications	Chief Financial Officer	
	5	Finance	Chief Financial Officer	
	6	Human Resources	Human Resources Director	
2021- 2022	1	Food service	Food Service Director	
	2	Safety and Security	Director of Safety & Security	
	3	Technology	Chief Financial Officer/Technology Dep.	
	4	Facilities	Facilities Director	Legal Training, Red Line Scenarios, Board power
	5	Finance	Chief Financial Officer	How to read a financial report (Keith Moffet) State Law on school finance

On Boarding Road Map Calendar

Month/Year	Activity	Who facilitates	
November 2019	Election	The Public	
	At meeting, welcome	Board president	
December 2019	Board basic orientation	Board president	Include acronyms; quick start guide.
	Roles	Board president	
January 2020	At work session, red line scenarios	Board president	
February 2020	At work session, constituent service	Katie Baldassar	
March 2020	At work session, legal training	Caplan and Ernst	
April 2020	At work session, financial	Keith Moffet	
May 2020	At work session, discussion of unwritten expectations	Board president	
June 2020	Board retreat		

Month/Year	Activity	Who facilitates	
September 2020	CASB fall gathering		
December 2020	CASB winter gathering		
January 2021	School finance workshop	CASB	

District Instruction and Learning Policy

Purpose

The purpose of this policy is to provide a unified vision, a strong foundation, and common educational values for the Lake County School District. This policy seeks to ensure that all Lake County learners can give and receive feedback, revise and confidently present their work, and strongly engage their community.

Accordingly:

1. Student learning and instruction is grounded in the following habits:

- Responsibility
- Perseverance
- Respect
- Collaboration with peers, teachers, family members, and the community
- Craftsmanship
- · Compassion through empathy, caring, and service
- Curiosity and critical thinking

2. Learning is understood to be:

- Active
- Challenging
- Authentic
- Creative
- Continuous and life-long
- Shared and celebrated

3. Rigorous instruction is designed to lead students to meet and exceed grade level expectations.

4. Students learn in such a way that fosters diversity and inclusion among peers and community members. Students are guided in, and held responsible for, creating a school community that is equitable as well as physically and emotionally safe.

- 5. Learning connects students to the natural world.
- 6. Students are encouraged to:
 - Take meaningful risks
 - Grapple with situations, lessons, and problems that may be difficult for the individual learner
 - Be adventurous inside and outside of school
 - Make discoveries, overcome obstacles, and celebrate victories

7. The school community fosters time for reflection so that teachers and students may continuously learn, grow, and improve.

8. We educate the whole person-intellectual, emotional, social, and physical.

This policy will be reviewed annually according to the Lake County School Board's oversight calendar.

Lake County School District 328 West 5th Street Leadville, Colorado 80461 www.lakecountyschools.net

AGENDA COVER MEMO

TO: Board of Education PRESENTER(S): Bethany Massey MEMO PREPARED BY: Bethany Massey INVITED GUESTS: TIME ALLOTTED ON AGENDA: ATTACHMENTS: 0

RE: Superintendent Updates, Presentation

TOPIC SUMMARY

School Calendar Update: We received approval of the revised 4 day school calendar in running less than the mandated 160 school days. It was noted that in future years, if we are "on the clock" at any building, a request for less than 160 days will not be approved. This is considerable as the clock is currently frozen with requests to reconsider not being allowable this school year.

Realtor Association Cookies: The Realtors of Park, Lake and Summit Counties delivered chocolate chip cookies to each member of our staff with a warm message to wish us all a safe and happy school year and with a clever message of "Thank you for making smart cookies every day"! The cookies were delivered by Lisa Bova and Amy Morrison.

