



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**Board of Education Agenda
Lake City Community School
February 22, 2016, 5:30 pm in the Library**

- A. Call meeting to order, pledge of allegiance and roll call.
- B. Reading and approval of minutes from January 28, 2016 Board meeting.
- C. Requests from audience for presentation(s) related to agenda items
- D. Modifications to agenda.
- E. Approval of agenda.
- F. Speakers: none
- G. Community Communications (Non-agenda items)
- H. Committee Reports
 - 1. Accountability Committee Report:
 - 2. Preschool Committee Report:
 - 3. Student Representative Report:
 - 4. PTSA Report:
 - 5. Facility Committee Report:
 - i. BEST update
- I. Discussion Items
 - 1. Discuss district property management and plan: sports court, Happy House, soccer field lots
 - 2. Discuss IGA with Town of Lake City regarding use of Armory
 - 3. Discuss Superintendent Evaluation
- J. Executive Session: none
- K. Action Items
 - 1. Consent Agenda: none
 - 2. Policy Proposals and Amendments
 - i. DP-4 Health: Review or 1st Reading
 - ii. DP-5 Safety: Review or 1st Reading
 - 3. Consider approval of Change Order for Lighting Project
 - 4. Consider donation to Poetry Workshop
 - 5. Consider Resolutions regarding district property management
 - 6. Consider approval of IGA with Town of Lake City
- L. Superintendent's Report
- M. Board Chairman/Directors' Reports:
 - 1. Tara 2. Rob 3. Bill 4. Elizabeth 5. Phillip
- O. Review and approval of bills and monthly financial reports.
- P. Board Self-Assessment
- Q. Next Meeting –Workshop: Thursday, March 3, 2016 @ 5:30 in the English Classroom; Meeting: Thursday, March 17, 2015 @ 5:30 in the English Classroom
- R. Adjournment



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**HINSDALE COUNTY SCHOOL DISTRICT RE-1 BOARD OF EDUCATION
RECORD OF PROCEEDINGS
*January 28, 2016 Minutes***

President Tara Hardy called the meeting of the Board of Education to order. Roll call was taken; other members present were Rob Hudgeons and Elizabeth Stuntz. Superintendent Dr. Leslie Nichols was also present.

Rob Hudgeons made the motion to approve the minutes from the December 10, 2015 meeting. Elizabeth Stuntz seconded the motion. Roll call vote; all yes.

Request from Audience for presentations related to agenda items: none

Modifications to the agenda: none

Approval of Agenda: ***Rob Hudgeons made the motion to consider approval of agenda. Elizabeth Stuntz seconded the motion. Roll call vote; all yes.***

Speaker: Carolyn Wright, PreK/K Teacher, shared life at our Wee Care classroom. Carolyn discussed her daily schedule, number of students, and teaming with the Wee Care staff.

Community Communications: none

Committee Reports:

1. Accountability Committee – Reviewed DP-1 with no recommendations.
2. Preschool Committee – Discussed what it would look like to merge Wee Care with the School District.
3. Student Representative – Molly Stuntz and Miranda Hall reported on basketball season, Knowledge Bowl winning Regionals and hosting Prom in Lake City this year.
4. PTSA Report – Page for PTSA on our school website.
5. Facility Committee Report: BEST update- getting the application in and going for it – Kristie Borchers is helping.

Discussion Items:

1. IGA with Town of Lake City regarding Armory Use – postponed until February.
2. 2014-2015 Audit update – Anticipate the report will be ready for the February meeting.
3. Special Education Advisory Committee update – Rebecca Hall has been working with Stormy (who just had a baby) so our local plan is on hold for now. Rebecca applied to be on the State Special Education Advisory Committee.
4. Poetry Workshop idea – Supportive of any ideas that bring the arts to our school. Don Farmer would like to start a Drama Club for high school students.

Executive Session: none

Action Items:

1. Consent Agenda: none
2. Policy Proposals and Amendments
 - a. DP -1 Mission, Vision, Values (1st Reading) – no changes

3. **Rob Hudgeons made the motion to consider approval of Imogen, LLC dba Cooperative Business Lighting Partners –West for the Lighting Retrofit Project in the amount of \$18,710.43 Elizabeth Stuntz seconded the motion. Roll call vote; all yes.**
4. **Rob Hudgeons made the motion to consider approval of the Board Calendar modification changing the December Meeting to December 7, 2016 at 3:00. Elizabeth Stuntz seconded the motion. Roll call vote; all yes.**
5. **Elizabeth Stuntz made the motion to consider approval of the Notice of Meetings Posting Location Resolution. Rob Hudgeons seconded the motion. Roll call vote; all yes.**

Superintendents Report – State Assessment Update – April 11-29, 2016 – 3rd – 9th grades CMAS English and Math, 5th & 8th grades CMAS Science, 10th grade PSAT and 11th grade ACT and CMAS Science. After the parent incident last week, our Sheriff's Department conveyed positive feedback about the safety and security of the school.

Board Chairman/Directors Report:

1. Tara Hardy – February 10, 2016, 10:00-12:30, Debriefing session with Randy Black (cancel workshop on February 11, 2016). BAG is interested in sponsoring After Prom on April 30, 2016.

Review and Approval of Bills and Monthly Financial Report:

1. ***Rob Hudgeons made the motion to consider approval of the monthly financial reports. Elizabeth Stuntz seconded the motion. Roll call; all yes.***

Board Self-Assessment: none

Next Meeting: Workshop: Wednesday, February 10, 2016 @ 10:00 in the Workroom; Meeting: Thursday, February 25, 2016 @ 5:30 in the Library

Adjourned by consensus

Board of Education President

Board of Education Vice-President

INTER-GOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into effective as of the _____ day of January, 2016 (the “Effective Date”), by and between the Board of Trustees of the Town of Lake City, Colorado, the address of which is P.O. Box 544, Lake City, CO 81325 (Town), and the Board of Education, Hinsdale County School District RE-1, the address of which is P.O. Box 39, 614 N. Silver Street, Lake City, CO 81235 (School District).

I. Recitals

WHEREAS, the Town and the School District are political subdivisions of the State of Colorado; and

WHEREAS, pursuant to §§ 18(2)(a) and (2)(b) of Art. XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units with the approval of the legislative body or authority of the unit having the power to so approve; and

WHEREAS, the Town has routinely allowed the School District to utilize the Town Armory located at 230 Bluff Street, Lake City, CO 81235 as a recreational facility for school purposes at no cost to the School District; and

WHEREAS, the School District has used the Armory for school day physical education classes and after-school athletic training activities during the school week (Tuesday-Friday) and has been allowed on occasion to use the facility for special events outside of the typical school schedule; and

WHEREAS, the Town has recently invested significant sums in renovation of the Armory facility and wishes to formalize the agreement with the School District for future use of the Armory; and

WHEREAS, the School District desires to continue its use of the Armory.

NOW THEREFORE, in consideration of the mutual premises stated below and other valuable consideration, the Town and School District agree as follows:

II. Agreement

1. Term. The Term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2016, unless earlier terminated in accordance with this IGA. Thereafter, this IGA shall automatically renew for successive one-year terms, commencing on January 1, 2017, and each January 1 thereafter, unless terminated in accordance with this IGA.
2. The Town hereby grants to the School District a limited license and right of entry to the Armory for School District recreational purposes. The Town shall operate and maintain the Armory in appropriate condition for the activities contemplated herein.

Comment [KCE1]: I assume that the Town is on a calendar fiscal year and that the School District is on a July 1-June 30 fiscal year. Do these timelines allow the District to make appropriate planning and budgeting decisions? Also, this term setup means this is a multiple fiscal-year contract subject to TABOR. Because you can terminate upon 180 days notice without cause, this agreement does not violate TABOR.

3. Party Representatives; Schedule. Each party will designate a representative who will serve as the point of contact for the other party with respect to matters arising under this IGA. Within thirty days of the Effective Date, and on an annual basis thereafter, the parties' representatives will meet to prepare a mutually acceptable schedule for the School District's use of the Armory Facilities.

Comment [KCE2]: Are there facilities outside of the Armory building that we are using under this agreement? If not, let's delete the word "Facilities". If so, I advise describing them in the recitals and including all within the definition of "Armory Facilities".

4. In consideration for its use of the Armory under this Agreement, the School District agrees to pay the Town an annual use fee equal to thirty percent (30%) of the Armory Cleaning Costs. The Armory Cleaning Costs shall be the annual salary and benefits paid by the Town for a part-time Town employee to clean the Armory, together with the reasonable cost of cleaning supplies. The parties agree that the Armory Cleaning Costs for the current term of this Agreement are \$10,479.87. The School District agrees to pay the Town the amount of \$3,144.00 on or before July 1, 2016. For each successive one-year term, the Town agrees to calculate the Armory Cleaning Costs on or before [date] of the then-current term, and the School District agrees to pay its percentage of the Armory Cleaning Costs on or before July 1 of the then-current term. If there is a material change in the School District's use of the Armory, the parties will adjust the annual use fee accordingly. The parties agree that the intent of the annual use fee is to ensure that the School District's use of the Armory is cost neutral for the Town.

Comment [KCE3]: I agree that this provision needs to be clearer. Here is my attempt to make it so, though I am not sure that the dates line up correctly.

Comment [AL4]: We'd suggest that it is \$2M Per Occurrence with a \$5M Annual Aggregate.

Comment [AL5]: This is broad. Does the District's general counsel have any suggestions on this that would limit liability to actions caused by the negligence of the District or its employees? Keep in mind that our School Entity Liability (SEL) Coverage Form contains exclusions (insurance policies do not cover everything) and the District's policy only extends if it is caused by the Member/insured's negligence.

Comment [AL6]: How are they defining agents? Please keep in mind that our SEL Coverage Form extends to the District, its employees while acting within the course and scope of their employment for the District and volunteers while acting within the course and scope of their voluntary duties for the District. It does not extend out to students, participants or spectators. It might be better to be specific instead of broad with this piece.

Comment [AL7]: For claims caused by the party's negligence? Please note that the additional insured provision in our SEL applies to claims caused (in whole or in part) by the insured's negligence. For example, if there's a hole in the Armory's floor that's caused by the Town that a student falls in resulting in a claim, our additional insured provision will not defend the Town for that.

Comment [AL8]: How will you know what they have or that you've been added as an additional insured? Suggest that each party is required to provide the other with a certificate of insurance and the additional insured endorsement confirming such. I should also note that our additional insured provision is outlined in our policy, not by endorsement, so perhaps it might be better to require compliance by either the additional insured endorsement or by obtaining a copy of the General Liability policy?

Comment [KCE9]: See previous comment on use of "Facilities".

Comment [KCE10]: Leslie, I would send this to your district's insurance carrier for review and comment.

5. Facility Maintenance. During the Term of this IGA, the Town, at Town's expense, will maintain the Armory, including the Armory Facilities, in good condition and repair. In the event that the School District causes damage to the Armory Facilities beyond normal wear and tear during its use of the Armory Facilities, the School District shall be responsible for the cost to repair such damage.

6. Insurance. Each party will procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$2,000,000, insuring against all liability arising out of or in connection with its use of the Armory, or the acts or omissions of its employees or agents. Each party will be named as an additional insured on the policy of the other party. By obtaining such insurance, neither party waives the rights, defenses, or protections provided to it by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. The School District agrees to notify the Town in writing of any claims or potential claims from damage or injury that come to its attention in connection with the use of the Armory Facilities.

7. Termination. This Agreement may be terminated by either party, with or without cause, upon one hundred eighty (180) days' prior written notice to the other party.

8. The School District agrees to the following:

a. School District agrees to be responsible for supervising School District activities at the Armory in accordance with applicable law and School District policies during the term of this Agreement;

b. School District will enforce Town rules for the use of the Armory for School

District students and staff during School District's activities at the Armory;

- c. During School District activities, the School District will not allow employees, students, or guests to gain access to areas of the Armory not intended for School District activities, such as on top of internal structures, beams, basketball hoops, or any area indicated by Town staff as restricted;
- d. School District will comply with all Town policies and rules for Armory use, including the requirement that only non-street gym shoes with non-marking soles are to be worn in the facility after January 1, 2016. The Town will keep the School District informed as to policy changes.

9. The School District and the Town agree to allow public access to any documents, papers, letters, or other materials subject to the Colorado Open Records Act and Sunshine Laws and made or received by the School District or the Town in conjunction with this IGA, unless the School District or the Town deems such information to be privileged and not subject to disclosure pursuant to the aforementioned laws.

Comment [KCE11]: I do not think it's necessary to have this provision – you are both subject to CORA and the Open Meetings Law whether this is here or not. That said, it accurately states the law so if the Town wants it, I'm okay with it.

10. If any legal action is commenced or maintained in a court of law, whether in law or in equity, by either party to this Agreement, as to interpretation, breach, enforcement or construction, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees together with all reasonable costs and expenses incurred.

Comment [KCE12]: Breach of contract is not covered by insurance, but that is neither here nor there. If there is a breach of the agreement, this provision allows the prevailing party to seek their fees.

11. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement and the terms or provisions it contains shall not be affected and all other terms and provisions shall be valid and enforceable to the full extent permitted by law.

12. All notices given pursuant to this Agreement shall be in writing and signed by the duly authorized representative of the party making the same. All notices shall be deemed given when delivered personally, or three (3) days after deposit of the same in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the applicable party as follows:

To the School District: Superintendent of Schools
Hinsdale County School District RE-1
PO Box 39
614 N Silver St.
Lake City, CO 81235

To the Town: Town Manager
Town of Lake City
PO Box 544
230 Bluff St.

Lake City, CO 81235

13. Both parties represent and warrant that they have carefully reviewed this Agreement, they have had competent legal representation in connection with the decision to enter into this Agreement, and the contents hereof are known and understood by them.
14. This Agreement shall be governed by the laws of the State of Colorado. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be brought in a court of competent jurisdiction in Hinsdale County, Colorado.
15. The parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by execution of this Agreement. It is understood and agreed that this Agreement does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of either party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the parties’ respective current fiscal periods. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the party, and/or the State of Colorado and other applicable laws.
16. This Agreement contains the entire agreement between the parties and may only be amended, revised or modified in a writing agreed to and executed by both parties.

WHEREFORE, the parties execute this Agreement with an effective date as first stated above.

Board of Trustees
Town of Lake City, Colorado

Bruce Vierheller, Mayor

Date

ATTEST:

[SEAL]

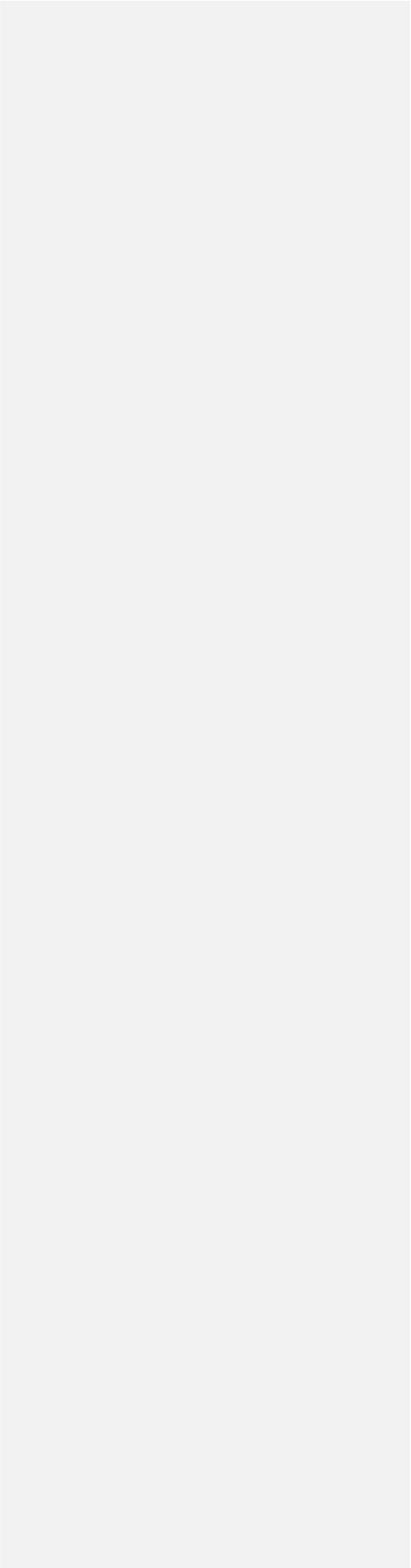
Clerk

Hinsdale County School District RE-1

Tara Hardy, President

Date _____

4815-6498-1805, v. 1



Policy Type: Directional Policy**Health**

Hinsdale County School District supports and maintains a comprehensive health program for all students and encourages greater participation in, and awareness of, the health and the well-being of all students, staff, board, parents and community.

Areas of new or continued investigation, performance, evaluation and growth identified for this policy shall include:

1. Support of continuing comprehensive health education for grades PreK-12.
2. Fiscal support for the school nurse and support for school health functions and educational offerings.
3. A system to ensure that parents are aware of their child's health education program.
4. Support for healthy student life within and outside of school by promoting physical activity, mental health and sound nutrition.
5. Adherence to state and national nutrition guidelines to ensure school snacks and hot lunches are of high nutritional quality and promote good health.
6. Support for activities between the school and the Lake City Area Medical Center and Hinsdale Public Health and Community Services.
7. Support and promotion of a minimum of one organized physical activity/sport through all grades.
8. Promotion of individualized, life-long sports/activities for all students.
9. Development of the physical environment to support and encourage increased activity, physical fitness, skills and health.

Revised 1/22/2004

1st reading approved 4/28/2005

2nd reading 5/26/2005 – adopted

1st reading approved 1/24/2008

2nd reading 2/28/2008 – adopted

1st reading approved as modified 2/26/2008

2nd reading approved 3/26/2009

1st reading approved as modified 2/25/2010

2nd reading approved 3/18/2010

2/26/2015, 1st reading as revised

3/19/2015, 2nd reading approved

Monitoring Method: Internal Report

Monitoring Frequency: Annually in January

For 2015-2016, areas of focus shall be the following:

1. Support of continuing comprehensive health education for grades PreK-12.

Policy Type: Directional Policy**Safety**

Hinsdale County School District evaluates the safety of its schools and takes appropriate action to ensure student, teacher, staff, administration and visitor safety.

Areas of new or continued investigation, performance, evaluation and growth identified for this policy shall include:

Regarding our Positive Behavior Intervention Support (PBIS) CLIMB program:

1. Prevention of bullying: Utilization of a consistent model of bullying prevention and conflict resolution for all students and staff.
2. Providing instruction and administrative policies regarding internet safety.
3. Prevention of sexual harassment or other harassment as described in State law and in administrative policies JBB, JICDD, JICDE, JKBA.

Regarding the medical safety of students:

4. Medical care for students provided as prescribed by State law.
5. Medical training for staff is provided by Lake City Area Medical Center staff and the Public Health Nurse.
6. School nursing provided by the Public Health Nurse (DP-4).

Regarding the safety in and around our facilities:

7. Traffic control monitored.
8. Annually:
 - inspection of the physical plant (building/grounds/trees) by the state's child care facility licensing office, the County environmental health official, the County code enforcement officer, our insurance risk-management personnel, local fire marshal and Colorado Department of Public Safety Division of Fire Prevention and Control.
 - school safety review as required by statute
9. Ensuring administrative policy manual addresses equipment safety and facility security.
10. Consistent staff and student training regarding emergency procedures plan (Standard Response Protocol) and security procedures.

Revised 1/22/2004

Revised 1/27/2005

Lake City School
Bid and Change Order Comparison

	Original Bid	With Changes
Total Material Cost	\$ 9,550.23	\$ 15,049.68
Labor Included in original Bid	\$ 6,700.00	\$ 6,700.00
Additional estimated Labor	\$ -	\$ 1,050.00
Replacement Wrap lenses	\$ -	\$ 91.05
Replacement Wrap lenses	\$ 1,845.20	\$ 1,845.20
Bulb Recycling	\$ 615.00	\$ 615.00
	<hr/>	<hr/>
Total Project Cost	\$ 18,710.43	\$ 25,350.93
<u>Less Estimated Rebates and Incentives from</u>	<u>\$ (3,482.25)</u>	<u>\$ (3,671.00)</u>
Net Cost of Project	\$ 15,228.18	\$ 21,679.93