



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**Board of Education Agenda
Lake City Community School
August 20, 2015, 5:30 pm in the English Classroom**

- A. Call meeting to order, pledge of allegiance and roll call.
- B. Reading and approval of minutes from previous Board meeting.
- C. Requests from audience for presentation(s) related to agenda items
- D. Modifications to agenda.
- E. Approval of agenda.
- F. Community Communications (Non-agenda items)
- G. Speakers: Stormy Cochran, Gunnison Special Education Advisory Committee
- H. Committee Reports
 - 1. Accountability Committee Report
 - 2. Preschool Committee Report
 - 3. Student Representative Report
 - 4. PTSA Report
 - 5. Facility Committee Report
 - i. Gym Project
- I. Consent Agenda
 - 1. Consider approval of policies discussed at August 8, 2015 Workshop: GCFA Hiring of Instructional Staff, IKA Grading-Assessment Systems, and IKA-R Grading-Assessment Systems Exemption and Information
- J. Action Items
 - 1. Consider approval of Engagement Letter from Kutak Rock for bond legal services
 - 2. Consider approval of Type C Contract
 - 3. Consider appointing CASB Delegate
 - 4. Consider approval of MS/HS Adventure overnight to Blue Mountain Ranch, Florissant, CO Aug 25-28
- K. Policy Proposals and Amendments
 - 1. Consider approval of policy revisions:
 - i. EEACA Type C Contracts
 - ii. EEACA-E Type C Contract Transportation Reimbursement
- L. Discussion Items
 - 1. Special Education Advisory Committee
 - 2. CASB Regional Meeting – Montrose, Thursday, September 3, 2015, 4:30-8:30pm; or Alamosa, Tuesday, September 1, 2015, 4:30-8:30pm; \$80 per person includes dinner
 - 3. CASB Delegate Assembly – October 16-17, Denver Marriott
 - 4. Superintendent Evaluation
- M. Superintendent's Report
- N. Board Chairman/Directors' Reports:
1. Tara 2. Rob 3. Bill 4. Elizabeth 5. Phillip
- O. Calendar:
8/25 – FIRST DAY OF SCHOOL! MS/HS Adventure to Blue Mountain Ranch, Florissant, CO
8/27 – School Board Special Meeting, 5:30 English Classroom
9/3 – Elementary Parent Night
9/8 – MS/HS Parent Night
9/10 – School Board Workshop, 5:30 English Classroom
9/22 – Accountability Committee Meeting
9/24 – School Board Meeting, 5:30 English Classroom
- P. Review and approval of bills and monthly financial reports.
- Q. Next Meeting – Special Meeting: August 27, 5:30pm English Classroom; Workshop: September 10, 5:30pm English Classroom; Meeting: August 20, 5:30pm, English Classroom
- R. Adjournment



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**HINSDALE COUNTY SCHOOL DISTRICT RE-1 BOARD OF EDUCATION
RECORD OF PROCEEDINGS
July 23, 2015 Minutes**

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

Bill Reinhardt made the motion to approve the minutes from the June 18, 2015 meeting. Phillip Virden seconded the motion. Roll call vote; all yes.

Request from Audience for presentation related to agenda items: none

Modifications to the agenda: Item L. 1. Possible Teacher of the Deaf moved before Item H. Committee Reports.

Approval of Agenda:

1. ***Rob Hudgeons made the motion to consider approval of agenda. Phillip Virden seconded the motion. Roll call vote; all yes.***

Community Communications - Rebecca Hall addressed the Board and presented in writing concerns about LCCS Special Education programming. The Board will discuss these concerns at the August 7th workshop.

Speaker: none

Discussion Items

1. Possible Teacher of the Deaf - Superintendent Nichols presented information concerning our district need for hiring a Teacher of the Deaf.

Committee Reports:

1. Accountability Committee – No report
2. Preschool Committee – No report
3. Student Representative- No report
4. PTSA Report - No report
5. Facility Review Committee –
 - i. Gym Project – The final project cost is 6.5 million. The board discussed pledging \$600,000 of reserves to bring the bond pursued to 5.9 million.

Consent Agenda- none

Action Items:

1. ***Rob Hudgeons made the motion to consider approval of Teacher Resignations from Jami Scroggins and Gayle Meredith. Bill Reinhardt seconded the motion. Roll call vote; all yes.***
2. ***Bill Reinhardt made the motion to consider approval of the Superintendent's staffing recommendations. Rob Hudgeons seconded the motion. Roll call vote; all yes.***
3. ***Rob Hudgeons made the motion to consider approval of the School Board Election Notice of Intent. Bill Reinhardt seconded the motion. Roll call vote; all yes.***
4. ***Bill Reinhardt made the motion to consider approval of the Bond Preliminary Notification. Rob Hudgeons seconded the motion. Roll call vote; all yes.***

5. **Rob Hudgeons made the motion to consider approval of the 2015-2016 School Year Calendar modifications. Bill Reinhardt seconded the motion. Roll call vote; all yes.**
6. **Rob Hudgeons made the motion to consider approval of the No Child Left Behind Assurances. Bill Reinhardt seconded the motion. Roll call vote; all yes.**
7. **Rob Hudgeons made the motion to consider approval of Great Teachers/ Great Leaders (SB 10-191, Educator Effectiveness) Assurances. Bill Reinhardt seconded the motion. Roll call vote; all yes.**

Policy Proposals and Amendments:

1. **Bill Reinhardt made the motion to consider approval of policy revisions: JLCD – Administering Medications to Students, GBGF – Federally-Mandated Family and Medical Leave and KB – Parent Involvement in Education. Rob Hudgeons seconded the motion. Roll call vote; all yes.**

Superintendents Report –Enrollment for the upcoming15-16 school year is currently at 101students.

Board Chairman/Directors Report:

1. Tara Hardy – The Superintendent Evaluation Survey is in progress.
2. Phillip Virden – The Mountaineer Theater will show the movie “Max” as a fundraiser for the Booster Club on July 30. Would like the “Leave No Trace” ethic pursued in our school culture.

Review and Approval of Bills and Monthly Financial Report:

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

Next Meeting: Workshop, August 7, 2015 at 4:30 in the English Classroom; Board Meeting, August 20, 2015 at 5:30 in the English Room

Adjourned by consensus

Board of Education President

Board of Education Vice-President

Hiring of Instructional Staff/Portability of Nonprobationary Status

The Board believes that all students enrolled in the district's schools should have effective teachers in their classrooms. In accordance with this belief and the Board's authority to employ personnel, the Board adopts this policy to address when a teacher requests "portability" of his or her nonprobationary status.

In accordance with state law, a teacher who has obtained nonprobationary status in another Colorado school district is not automatically granted nonprobationary status when he or she is hired by the district. Rather, a teacher may be granted portability by the district only if the teacher meets the requirements of this policy, as determined by the district.

A teacher who does not request portability in accordance with this policy shall be considered a probationary teacher by the district.

Definitions

For purposes of this policy, the following definitions shall apply:

1. "Portability" means a teacher's request that his or her nonprobationary status obtained in another Colorado school district be recognized by the district.
2. "Teacher" means a person who holds a teacher's license issued pursuant to the Colorado Educator Licensing Act of 1991, C.R.S. 22-60.5-101 *et seq.* and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within a school district.
3. "Nonprobationary status" means the teacher has completed three consecutive years of demonstrated effectiveness in a Colorado school district and has been re-employed for the succeeding school year or has otherwise attained nonprobationary status in accordance with the Teacher Employment, Compensation, and Dismissal Act of 1990, C.R.S. 22-63-101 *et seq.*
4. "Effectiveness rating" means a rating of highly effective or effective on the teacher's written evaluation conducted pursuant to the applicable Colorado school district's licensed personnel performance evaluation system.
5. "Prior two consecutive years" means the current school year and the school year immediately preceding the current school year.

Teacher's request for portability

During the district's hiring process and prior to an offer of employment from the district, a teacher may request portability. The teacher shall provide the following documentation to the district when he or she requests portability:

1. Performance evaluations for the prior two consecutive years that show the teacher received effectiveness ratings; and

2. Evidence of the teacher's student academic growth data for the prior two consecutive years.

Determination of nonprobationary status

If the teacher requests portability and provides the documentation required by this policy during the district's hiring process and prior to an offer of an employment from the district, the district shall determine, in its sole discretion, whether the documentation shows evidence of teacher effectiveness and student academic growth. The district shall make its determination of teacher effectiveness and student academic growth based upon the district's licensed personnel performance evaluation system and the district's measures of student academic growth.

If the district determines the documentation shows the required teacher effectiveness and student academic growth, the district shall grant nonprobationary status to the teacher.

The superintendent or designee may waive this policy's requirement that the teacher provide the required documentation during the district's hiring process and prior to an offer of employment from the district if the superintendent or designee determines exceptional circumstances exist and that it is in the best interests of the district to do so.

If the district determines that the teacher misrepresented or omitted any of the documentation required by this policy and/or misrepresented his or her nonprobationary status or any other matter concerning the teacher's employment history, the district may take action in accordance with applicable law, including but not be limited to revocation of the teacher's nonprobationary status and other appropriate disciplinary action.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law. Any dismissal or other employment action shall be in accordance with applicable state law, Board policy and the teacher's employment contract with the district.

Adopted _____

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (Licensed Personnel Performance Evaluation Act)
C.R.S. 22-60.5-101 *et seq.* (Colorado Educator Licensing Act of 1991)
C.R.S. 22-63-101 *et seq.* (Teacher Employment, Compensation, and Dismissal Act of 1990)
C.R.S. 22-63-203.5 (nonprobationary portability)
1 CCR 301-87 (State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel)

CROSS REFS.: GCE/GCF, Professional Staff Recruiting/Hiring
GCO, Evaluation of Licensed Personnel
GCQF, Discipline, Suspension and Dismissal of Professional Staff

NOTE: Colorado school districts are required by law to adopt a policy on this subject, and the law contains some specific direction as to the content or language. This sample policy contains the content/language that CASB believes best meets the intent of ~~the law these legal requirements, as follows: (1) policy on use of pencil and paper to complete any portion of a state assessment that students would otherwise complete on a computer; (2) policy to allow parents to excuse their children from participating in one or more state assessments; and (3) policy to ensure appropriate school personnel share with and explain student state assessment results and longitudinal growth information with the student's parent/guardian.~~ However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

This policy is intended to replace former policies IKAB, Report Cards/Progress Reports; ILBA, District Program Assessments; and ILBB, State Program Assessments.

Comment [LN1]: Board - 'NOTES' like this will be deleted in the final policy; they are just for your information as we revise.

Grading/Assessment Systems

The Board believes that students will respond more positively to the opportunity for success than to the threat of failure. The district shall seek, therefore, in its instructional program to make achievement both recognizable and possible for students. It shall emphasize achievement in its processes of evaluating student performance.

State assessment system

Formatted: Underline

State and federal law require district students to take standardized assessments in the instructional areas of English language arts, math and science. State law also requires students to take standardized assessments in the instructional area of social studies. Accordingly, the district shall administer standardized assessments pursuant to these state and federal legal requirements.

State law also requires the district to adopt policies and/or procedures concerning the use of pencil and paper on the computerized portion of state assessments; parent requests to excuse their children from taking state assessments; and the district's assessment calendar. This policy and its accompanying regulation represent the district's processes to address these requirements.

1. Pencil and paper testing option

Formatted: Indent: Left: 0", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.38", Left + Not at 1.25"

The district may determine that a specific classroom or school within the district will use pencil and paper to complete the computerized portions of a state assessment. Factors that will be considered in making this determination include:

- the technological capacity and resources of the particular school/classroom;
- students' previous experience with computerized and written assessments;
- whether the instructional methodology of the particular school/classroom is consistent with the use of computerized assessments or written assessments; and

- the logistics of administering the state assessment in different formats at a particular school or schools.

Prior to making this determination, the superintendent or designee shall consult with the school principal(s) affected by this determination as well as parents/guardians of students enrolled in the district.

For students with disabilities, the use of pencil and paper instead of a computer to complete a state assessment shall be determined by the student's Individualized Education Program (IEP) team or Section 504 team, in accordance with applicable law.

2. Parent/guardian request for exemption

A parent/guardian who wishes to exempt his or her child from a particular state assessment or assessments shall make this request in accordance with this policy's accompanying regulation.

In accordance with state law, the district shall not impose a negative consequence upon a student whose parent/guardian has requested an exemption from a state assessment or assessments.

This policy's exemption process shall apply only to state assessments and shall not apply to district or classroom assessments.

3. Sharing of student state assessment results with parents/guardians

The Colorado Department of Education is required to provide diagnostic academic growth information for each student enrolled in the district and for each public school in the district based on the state assessment results for the preceding school years. This information shall be included in each student's individual student record. Appropriate school personnel, including those who work directly with the student, shall have access to the student's state assessment results and longitudinal academic growth information and shall share with and explain that information to the student's parent/guardian.

District Assessment system

In addition to the state assessment system, the district has developed a A comprehensive program of assessment system that shall be developed by the district that adequately measures each student's progress toward and achievement of the district's academic standards. The district's program of student assessment shall:

- challenges students to think critically, apply what they have learned and gives them the opportunity to demonstrate their skills and knowledge;
- includes "early warning" features that allow problems to be diagnosed promptly to let students, teachers and parents/guardians know that extra effort is necessary;
- provides reliable and valid information on student and school performance to educators, parents/guardians and employers; and

Formatted: Font: Helvetica

Formatted: Colorful List - Accent 1, Indent: Left: 0.38", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.63", Left

Formatted: Font: Helvetica, Not Bold

Formatted: Indent: Left: 0", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.38", Left + Not at 1.25"

Formatted: Underline

Formatted: Underline

Formatted: Font: Not Bold

Formatted: Underline, Font color: Red

- provides timely and useful data for instructional improvement and improved student learning, including feedback useful in determining whether the curriculum is aligned with the district's academic standards.

In accordance with applicable law, the district's program of assessment system shall accommodate students with disabilities and English language learners.

The district's assessment results, in combination with state assessment results, will be used as the measurement of student achievement. It is believed these results will provide reliable and valid information about student progress on the district's academic standards.

Additional assessment information for parents/guardians

In accordance with state law and this policy's accompanying regulation, the district shall distribute an assessment calendar and related information to parents/guardians on an annual basis to inform them about the state and district assessments that the district plans to administer during the school year.

Classroom assessment system

Classroom assessment practices shall be aligned with the district's ~~content~~ academic standards and assessment program. Assessment is an integral part of the teaching and learning process that should occur continuously in the classroom. The primary purpose of classroom assessment shall be to enable teachers to make instructional decisions for students on a continual basis.

~~Students shall not correct or grade each other's schoolwork when the corrections or grades will be subsequently reported or provided to the teacher. Schoolwork includes all student work, including homework, tests, papers, classroom assignments, etc.~~

~~Schoolwork may be corrected/graded by students if the identity of the student whose work is being corrected/graded is protected or the student's parent/guardian has consented in writing to correction/grading by fellow students.~~

Students are encouraged to engage in informal self-assessments as they study and attempt to solve problems, monitor their own progress and improve their learning.

Grading system

The administration and professional staff shall devise a grading system for evaluating and recording student progress and to measure student performance in conjunction with the district's academic standards. The records and reports of individual students shall be kept in a form meaningful to parents/guardians as well as teachers. The grading system shall be uniform district-wide at comparable grade levels. Peer grading of student assignments and classroom assessments is permissible. The intent of this practice is to teach material again in a new context and to show students how to assist and respect fellow students.

The Board shall approve the grading, reporting and assessment systems as developed by the professional staff, upon recommendation of the superintendent.

The Board recognizes that classroom grading and/or assessment systems, however effective, are subjective in nature but urges all professional staff members to conduct student evaluations as objectively as possible.

Adopted February 20, 2001

Revised

LEGAL REFS.: ~~C.R.S. 22-7-407 (district academic standards)~~
~~C.R.S. 22-7-1006.3-409 (1) (state assessment implementation schedule)~~
~~C.R.S. 22-7-1006.3 (1)(d) (district must report to CDE the number of students who will take the state assessment in a pencil and paper format)~~
~~C.R.S. 22-7-409 (1.2)(d)(II) (assignment of scores on statewide assessments for students with disabilities)~~
~~C.R.S. 22-7-1006.3-409 (1.9) (7)(d) (state assessment results included on student report card if feasible; results of college entrance exam included on student transcripts)~~
~~C.R.S. 22-7-1006.3 (8)(a) (policy required to ensure explanation of student state assessment results)~~
~~C.R.S. 22-7-1013 (1) (district academic standards)~~
~~C.R.S. 22-7-1013 (6) (policy required regarding the use of pencil and paper on state assessments)~~
~~C.R.S. 22-7-1013 (7) (procedure required concerning distribution of assessment calendar to parents/guardians)~~
~~C.R.S. 22-7-1013 (8) (policy and procedure required to allow parents to excuse their children from participation in state assessments)~~
~~C.R.S. 22-11-101 et seq. (Education Accountability Act of 2009)~~
~~C.R.S. 22-11-203 (2)(a) (principal required to provide educators access to their students' academic growth information "upon receipt" of that information)~~
~~C.R.S. 22-11-504 (3) (policy required to ensure explanation of student state assessment results and longitudinal growth information)~~
~~Falvo v. Owasso School District, 220 F.3d 1200 (10th Cir. 2000) (grading student work by fellow students is prohibited by FERPA)~~

Formatted: Font: 10 pt, Italic

Formatted: Font: 10 pt, Italic

Formatted: Font: 10 pt, Italic

CROSS REFS.: AEA, Standards Based Education
~~AED*, Accreditation~~
~~IA, Instructional Goals and Learning Objectives~~
~~IK, Academic Achievement~~
~~IL, Evaluation of Instructional programs, and subcodes~~
JRA/JRC, Student Records/Release of Information on Students

NOTE: Colorado school districts are required by law to adopt a regulation on this subject, and the law contains some specific direction as to the content or language. This sample contains the content/language that CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

Grading/Assessment Systems

(Exemption Procedure and Information to Parents/Guardians)

Parent/guardian request for exemption

In accordance with the accompanying policy, the parent/guardian of a student enrolled in the district may request that his or her child be exempt from participating in one or more state assessments.

1. The request for exemption must be submitted in writing to the school principal.
2. The parent/guardian will not be required to state the reason for asking for the exemption.
3. The request for exemption may apply to all or specific state assessments administered to the student during the school year.
4. A request for exemption will be valid for one school year. Requests for exemption from state assessments in subsequent school years require a new written request.
5. Parents/guardians are encouraged to submit their requests for exemption at the earliest possible date each school year so that the district may plan accordingly.

Information to parents/guardians

Each school year at the earliest possible time, the district shall distribute information to students' parents/guardians regarding the state and district assessments that the district will administer that year. This information shall also be posted on the district's website.

NOTE 1: The information distributed to parents/guardians must include: (1) the state and local assessments that the district will administer during the school year; (2) whether the assessment is required by federal law and/or state law or is required by the district; (3) the "anticipated" calendar for administering state and district assessments; (4) the "purposes" of the state and district assessments; and (5) the "manner" in which the results will be used by the district and the Colorado Department of Education. C.R.S. 22-7-1013(7)(a).

The district shall also distribute a district assessment calendar to students' parents/guardians at the earliest possible time each school year, and shall post the calendar on the district's website.

At a minimum, the district assessment calendar shall include:

- an estimate of the testing hours required on each testing day; and
- whether the assessment is required by federal and/or state law or was selected by the district.

NOTE 2: Districts are not required to include "course-specific assessments that are not adopted by the [Colorado State Board of Education]" or "nonstandardized, classroom based assessments" in the district assessment calendar or in information provided to parents/guardians. C.R.S. 22-7-1013(7)(c).

Adopted _____

KUTAK ROCK LLP
SUITE 3000
1801 CALIFORNIA STREET
DENVER, COLORADO 80202-2626
303-297-2400
FACSIMILE 303-292-7799
www.kutakrock.com

ATLANTA
CHICAGO
FAYETTEVILLE
IRVINE
KANSAS CITY
LITTLE ROCK
LOS ANGELES
MINNEAPOLIS
OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
SCOTTSDALE
SPOKANE
WASHINGTON, D.C.
WICHITA

THOMAS M. PELTZ
thomas.peltz@kutakrock.com
(303) 292-7807

August 5, 2015

Board of Education
Hinsdale County School District No. Re-1
614 North Silver St
Lake City, CO 81235-0039

Re: Proposed issuance of General Obligation Bonds

Dear Members of the Board:

We are pleased to submit this letter reflecting the engagement of Kutak Rock LLP (the "Firm" or "Kutak Rock") as Bond Counsel to the Hinsdale County School District No. Re-1, in the County of Hinsdale (the "District") in connection with the proposed issuance of its General Obligation Bonds in the approximate principal amount of \$5,900,000 (the "Bonds"). The Bonds will be issued for the purpose of financing the construction of a gymnasium. The Bonds are expected to be issued pursuant to a negotiated underwriting with George K. Baum & Company.

Legal Services Provided

Transactional Documents. As Bond Counsel, the Firm will provide all necessary and customary legal services traditionally performed by Bond Counsel, including:

1. Providing the District with assistance and legal advice regarding the submission of a ballot issue authorizing the Bonds, including the drafting of a ballot issue resolution, an appropriate TABOR Notice and required internet posting;
2. Providing the District with expert assistance and legal advice on all legal and tax matters relating to the issuance of the Bonds;
3. Preparing all necessary documents for authorizing, securing the payment of and issuing the Bonds, including but not limited to the bond resolution, tax opinions, the bond purchase agreement, and closing documents, including all necessary filings with the Internal Revenue Service;
4. Upon satisfaction of all conditions precedent, delivering legal opinions (the "Bond Counsel Opinions") as to each of the following matters: the right and power of the District to issue bonds, that the bonds are valid and binding obligations, that the sources for the repayment of

KUTAK ROCK LLP

Board of Education

August 5, 2015

Page 2

the bonds have been properly secured and that the interest on the Bonds is exempt from federal and Colorado income taxation;

5. Consulting with District officials and other consultants and advisors regarding the structure of the Bond issuance, timing for closing and other matters relating to the issuance of the Bonds;
6. Participate in conference calls and, if necessary meetings, with the express understanding that if such meetings cannot be conducted telephonically and the Firm is required to be physically present at the meeting(s), such meeting(s) may be considered an additional service and the Firm's costs of attending may be billed in addition to the fees specified herein; and
7. Preparing a transcript of all documentation relating to the Bonds for the District's records.

Our Bond Counsel Opinions will be executed and delivered in written form on the date the Bonds are delivered (the "Closing"), and will be based upon facts and law existing as of its date. As is customary, in rendering the Bond Counsel Opinions, we will rely upon the certified proceedings, and other certifications of public officials and other persons, as appropriate.

Official Statement. In connection with this engagement Kutak Rock will render legal advice to the District in the preparation of an official statement to be used in the offer and sale of the Bonds (the "Official Statement"). In connection with this service, the Firm will represent to the District that, while we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to the attention of the attorneys in our firm who have worked on this engagement which leads us to believe that the final Official Statement (other than the financial, statistical or engineering data and information contained therein, any expressions of opinion or projections contained therein, and information provided for inclusion by any bond insurer or other providers of credit enhancement as to which we express no view or belief) as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or as of its date omitted, or as of the date hereof omits, to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Attorney Client Relationship

Upon execution of this engagement letter, the District will be our client and an attorney client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the District, we are not counsel to any other party, and we are not acting as an intermediary among the parties. The Firm will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys. Our services as Bond Counsel is limited to those contracted for in this letter; the District's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the District and the attorney client relationship created by this engagement letter will be concluded upon issuance of the Bonds.

KUTAK ROCK LLP

Board of Education

August 5, 2015

Page 3

Conflicts

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the District, one or more of our present or future clients will have transactions with the District. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the District's consent to our representation of others consistent with the circumstances described in this paragraph.

Legal Fees

Based upon: (a) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (b) the duties we will undertake pursuant to this engagement letter; (c) the time we anticipate devoting to the financing; and (d) the responsibilities we will assume in connection therewith, our fee will be \$28,500 (which amount is inclusive of expenses).

We understand and agree that our fees will be paid at the Closing. If the financing is not consummated, we understand and agree that we will not be paid for services rendered to the District pursuant to this engagement.

This engagement may be terminated by either party at any time. Our Firm will follow the requirements of the Colorado Code of Professional Responsibility and any applicable court rules before terminating our services.

The Firm will perform all of its obligations in accordance with the standards of professional responsibility applicable to attorneys.

Records

At your request, papers and property furnished by you will be returned. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Board of Education
August 5, 2015
Page 4

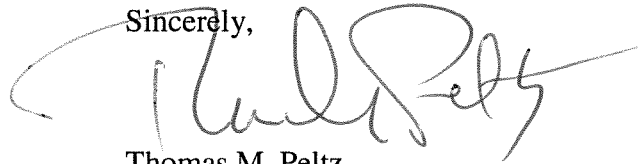
Undertaking the Engagement

This proposal, if executed, shall serve as the engagement letter between us and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating and returning the enclosed copy of this letter. If the foregoing does not reflect our understanding or if you wish to discuss additional projects with us, please contact me.

This letter may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas M. Peltz', with a large, sweeping flourish extending to the left.

Thomas M. Peltz

CONFIRMED AND AGREED TO:

Hinsdale County School District No. Re-1

By: _____

Type-C Contracts

In the absence of a district-approved vehicle route, a Type-C small vehicle transportation contract may be established with parents to provide transportation for students to and from their legal residence to a district approved, established school vehicle route or to the student's school, provided the child(ren) to be transported live in excess of five miles from the school. Requests for Type-C contracts must be in writing and shall be submitted to the Superintendent each school year, for submission to the Board. Requests received by October 1 and approved by the Board will be retroactive to the first day of the school year. Requests received after October 1 will become effective on the date they are received by the Board, subject to Board approval.

The vehicle the parent proposes driving must be subjected to a visual inspection by a local mechanic and must meet the following minimum safety requirements: seat belts, ~~4-wheel drive~~, safe all-weather tires, and safe brakes. Insurance on the vehicle and occupants must be maintained by the owner of the vehicle, in the amount required by law. The vehicle driver must present a current certificate of insurance to the Superintendent prior to entering into a Type-C contract and must provide any new or amended certificates of insurance to the Superintendent within 10 days of receipt of the same. The district will reimburse owner of small vehicles for each mile driven, at the ~~same rate indicated in policy currently paid to all district employees for mileage reimbursement.~~ (See EEACA-E, Claim for Iransportation Reimbursement.)

Adopted: February 20, 2001
Revised September 23, 2010
Revised

Hinsdale County School District RE-1
P.O. Box 39
Lake City, Colorado 81235

Type C Contract Claim for Transportation Reimbursement

Month/Year _____

This report must be submitted to the office of the Superintendent by the 20th of each month.

Dates	# miles driven	Comments
Week of _____ to _____		
Week of _____ to _____		
Week of _____ to _____		
Week of _____ to _____		
		◀◀◀ TOTAL

Number of days driven this month _____ Number of miles driven per day _____

Total miles driven this month _____ @ ~~3435~~¢ per mile = _____

I certify that this is a true and accurate report of transportation services rendered.

Signature of person making claim

Address: _____

Telephone: _____

Date: _____

Any arrangement between parents involving carpools is beyond the purview of the School District and shall not be reimbursed in a separate manner. The School District shall not accept any responsibility or liability for an action involving agreements between parents to transport each other's children.

Approved _____

Formatted: Font: 9 pt

CASB Information

CASB Regional Meeting

Montrose, Thursday, September 3, 2015, 4:30-8:30pm, Region 11 (ours)
Alamosa, Tuesday, September 1, 2015, 4:30-8:30pm, Region 9
\$80 per person includes dinner

CASB Delegate Assembly Conference

Denver Marriott West, Friday-Saturday, October 16-17, 2015

Key to the Delegate Assembly is your ability to introduce resolutions for consideration. [Click here to submit your resolution for consideration](#). Deadline for all resolutions is Aug. 28, 2015.

Importance of Delegate Assembly

The Delegate Assembly is the foundation of CASB's governance structure and provides critical direction as CASB represents member's interests before state and national policymakers. Working with CASB's advocacy staff and the Legislative Resolutions Committee, designated delegates from local boards help ensure that CASB reflects the interests of boards of education across the state.

The Delegate Assembly is made up of approximately 178 delegate who are appointed/designated by their local school boards in 12 geographic regions throughout Colorado. Your board's representation at the Delegate Assembly is of the utmost importance to both your district and to CASB. It is vital that your representative understands the issues that come before the assembly for action, and that your representative is prepared to vote on these issues on behalf of your board. The decisions made by the assembly will set the course for CASB for the coming year.

The Delegate Assembly charts CASB's future in three significant ways:

- *Elects CASB's board of directors*
- *Amends CASB's bylaws to ensure a responsive and effective association*
- *Adopts CASB's advocacy agenda, the legislative "roadmap" for issues critical to public education for the foreseeable future*

For more information, contact Kathleen Sullivan by [email](#) or 303-832-1000.

Board suggestions for resolutions to be considered at CASB's Fall Delegate Assembly Conference, Oct. 16-17, 2015.

Please submit by Friday, Aug. 28, 2015

1. *If you would like to submit a resolution for the Legislative Resolutions Committee to consider, please outline your resolution [here](#).*

Note: *Proposed resolutions do not need to be submitted in final form. CASB legal staff will draft a proposed resolution to reflect your board's recommendations, then submit it to your board for final approval. If your board needs help formulating a resolution, contact CASB at 303-832-1000. To the extent it is available, please include background information as rationale for your proposed resolution.*

2. *Rationale Statement*