

Business Meeting

Monday, August 11, 2025 4:30 PM

Steamboat Springs Middle School, 39610 Amethyst Dr, Steamboat Springs, CO 80487

1. **Business Meeting - Call to Order 4:30 pm**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Agenda Review - Approval of Agenda**

5. **Consent Agenda Items -**

Pursuant to Policies: EL-9: Treatment of Students, Parents, and Community; EL-12: Staff Treatment; EL-4: Communication and Counsel to the Board; GP-1: Governance Commitment; GP-3: Board Job Description

5.1. Employment

5.2. Resignations

5.3. Substitute Teachers 2025-26

5.4. Substitute Paraprofessionals 2025-26

5.5. Substitute Nurses and Health Techs 2025-26

5.6. Substitute Bus Drivers 2025-26

5.7. Approval of the Intergovernmental Agreement with the Department of Health Care Policy and Financing for Medicaid Matching Funds 2025-26

5.8. Approval of the Cooperative Agreement with Colorado Mountain College for Concurrent Enrollment Programs for 2025-26

5.9. Approval of the Memorandum of Understanding with Colorado Mountain College for a Mentor Program for the 2025-26 School Year

6. **Approval of Minutes**

Pursuant to Policies: GP-1: Governance Commitment; GP-3

7. **Reports and Communications**

Pursuant to Policies: EL-4; GP-1; GP-3; EL-7 and SSSD Strategic Plan

8. **Community Comments** 5:30 pm Approximate Time

Pursuant to Policies: GP-1: Governance Commitment; EL-9: Treatment of Students, Parents and Community; GP-15: Public Comment and Agenda Items at Board Meetings; GP-15-R: Regulations for Public Comment at Board Meetings. The Board Chair will call for Community Comment(s) relating to items/issues not on the current agenda. The Board Chair will begin by reading this statement:

9. **Action Item**

Pursuant to Policies: GP-1; GP-3; GP-14: Development and Revision of Board Policy

9.1. Second Reading and Consideration of Adoption of New Executive Limitations Policy EL-8: School Year Calendar

Purpose: To consider adoption of new Executive Limitations policy as reviewed and discussed by the Board at the June 16, 2025 meeting

10. **Board Policy Review**

Pursuant to Policy: GP-14: Development and Revision of Board Policy

11. **Board Member Updates/ Comments/Debrief -**

Pursuant to Policies: GP-1; GP-3; EL-4

12. **Plan for Future Meetings**

13. **Adjourn Business Meeting**

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025

AGENDA ITEM
EMPLOYMENT OF PERSONNEL

The administration is recommending the following candidates for the 2025-26 school year:

Background Information:

- Celeste Adanalain - SSMS 8th Grade ELA/SS teacher
- Anna Allsberry - SSSH Counselor
- Heather Anderson - SPE .3 FTE Occupational Therapist - requested change of status from .5 FTE
- Paula Anderson - SCE Interpreter/Translator/Family Liaison
- Kathleen Bellamy - SCE READ Act Tutor - summer 24-25
- Jamie Boeri - SSSH .75 FTE Dance Team Assistant coach 25-26 - requested change of status
- Emily Box - SGS Special Education teacher
- Kirsten Brendtro - SSSH .17 FTE Science 25-26 - additional section
- Kirsten Brendtro - SSSH .5 FTE CTE Coordinator 25-26
- Maggie Bruski - SSSH/YVHS Gifted Talented teacher
- Regina Bustamante Hubbard - SGS preschool paraprofessional - requested change of status from PK special education para
- Dillon Clark - SSSH Registrar
- Matthew Coop - SSSH Assistant Football coach
- Matthew Coop - SSSH Campus Supervisor
- Ann Cropper - SCE Preschool paraprofessional
- Megan Cully - SGS .5 FTE Gifted Education teacher
- Kindra Curry - SGS Preschool paraprofessional - requested change of status from special education paraprofessional
- Ruben Dones - Summer School teacher 24-25
- Ellie Dorsey - SGS Special Education paraprofessional
- Anne Draper - SPE READ Act Tutor - summer 24-25
- Jenetta Durand - SSSH Special Education teacher
- Kari Faulk Wood - SSSH .5 FTE Link Crew sponsor 25-26
- William (Bill) Felton - SGS Building Daily substitute
- Kevin Fonger - Transportation Bus Route Driver - requested change of status from substitute
- Kevin Fonger - SSMS Head Cross Country Coach - requested change of status from assistant coach
- Jennifer Fredrick - SSSH .5 FTE Link Crew sponsor - requested change of status to .5 FTE
- Lori Goldsmith - SPE .2 FTE Occupational Therapist
- Shamus Greene - SSMS .2 FTE paraprofessional - requested change of status to .2 FTE
- Katie Groendyke - SPE Special Education paraprofessional - requested change of status from SSMS
- Lucy Hackman - Summer School teacher 24-25
- Jennifer Hard - SPE 4th Grade teacher - requested change of status from 2nd Grade
- Ann Henderson - SCE 3rd Grade teacher - requested change of status from 5th Grade

- Santa “Deya” Herrera - SGS .5 FTE preschool paraprofessional - requested change of status from .6 FTE
- Kelly Hohman - SGS Kindergarten teacher
- Kevin Hohman - Transportation School Bus Route Driver
- Kevin Hohman - Transportation part time mechanic
- Elizabeth Homuth - SGS Middle School Math/Science teacher
- Nancy Hvambal - SCE Instructional Paraprofessional
- Susan Kramer - SSSHS Special Education teacher
- Kylie Leggett - SPE Preschool paraprofessional
- Carol McCormick - SGS Preschool paraprofessional - requested change of status from SPE special education paraprofessional
- Sherry Meadows - SCE 4th Grade teacher - requested change of status from 3rd Grade
- Mindy Mulliken - SSMS .5 FTE Gifted education teacher
- Patrick Nichols - SGS STEM teacher
- Patrick Nichols - SGS 8th Grade Head Basketball coach
- Heather Park - SCE Preschool Instructor
- Mandy Petersen - SSSHS .25 FTE Dance Team coach - requested change of status from .5 FTE
- Madison Rodriguez - District Registered Behavior Technician
- Emma Rollett - SSMS Special Education teacher - requested change of status from SCE paraprofessional
- Char Rusk - SPE Nurse - requested change of status from .5 FTE
- Brendan Selby - SSSHS Counselor
- Corey Stokes - SSMS Math/Science teacher - return from leave of absence
- Christina (Nisty) Tharp - SGS Special Education paraprofessional - previous long-term substitute
- Jessica Violette - District Summer Student Services Extended School Year paraprofessional 24-25
- Steve Wack - SSSHS Special Education teacher - previous limited term contract
- Kara Warden - SGS Instructional paraprofessional - requested change of status from SpEd and Title 1 para
- Desiree Wilcox - SPE 2nd Grade teacher - requested change of status from Kindergarten teacher
- Amanda Zak - SSSHS Health Tech paraprofessional

Recommended Action:

Resolved, that the Board of Education authorize the employment of the following individuals:

District Wide :

Opening created by:

Student Need

- Ruben Dones - 24-25 Summer School teacher
- Lucy Hackman - 24-25 Summer School teacher
- Jessica Violette - 24-25 Summer Student Services Extended School Year paraprofessional

District Need

- Madison Rodriguez - Registered Behavior Technician

Sleeping Giant School :

Opening created by:

Turner Ramsay resignation

- Emily Box - Special Education teacher

District Need

- Regina Bustamante Hubbard - Preschool paraprofessional - change of status from preschool special education paraprofessional

Janet Peasley resignation

- o Megan Cully - .5 FTE Gifted Education teacher

District Need

- o Kindra Curry - Preschool paraprofessional - change of status from special education paraprofessional

Previous long term substitute

- o Ellie Dorsey - Special Education paraprofessional - change of status from long-term substitute position 24-25

Mari Jo Brown retirement

- o William (Bill) Felton - Building Daily Substitute

Change of status request

- o Santa (Deya) Herrera - .5 FTE preschool paraprofessional - change of status from .6 FTE

Liz Diefendorf change of status to PE teacher

- o Kelly Hohman - Kindergarten teacher

Ben Barbier retirement

- o Elizabeth Homuth - Middle School Math/Science teacher

Regina Bustamante Hubbard change of status to preschool

- o Carol McCormick - Preschool special education paraprofessional - change of status from SPE

Shannon Manning resignation

- o Patrick Nichols - STEM teacher

Chris Leary resignation

- o Patrick Nichols - 8th Grade Head Basketball coach

District need

- o Christina (Nisty) Tharp - Special Education paraprofessional - change of status from long-term substitute 24-25

District need

- o Kara Warden - Instructional paraprofessional - change of status from SpEd and Title I paraprofessional

Soda Creek Elementary School :

Opening created by:

Zayde Varela Arzaga resignation

- o Paula Anderson - Interpreter/Translator/Family Liaison

READ Act Summer Program

- o Kathleen Bellamy - Summer READ Act Tutor 24-25

Celina Taylor resignation

- o Ann Cropper - Preschool paraprofessional

Request to work after retirement

- o Nancy Hvambal - Transitional 110 year - Instructional paraprofessional 25-26

Sherry Meadows change of status to 4th Grade

- o Ann Henderson - 3rd Grade teacher - change of status from 5th Grade

District need

- o Sherry Meadows - 4th Grade teacher - change of status from 3rd Grade

Amy Gonzalez resignation

- o Heather Park - Preschool Instructor

Steamboat Springs Middle School :

Opening created by:

Kandise Gilbert retirement

- o Celeste Adanalian - 8th Grade ELA/SS teacher

Danielle Weekley resignation

- o Kevin Fonger - Head Cross Country coach - change of status from assistant coach

Change of status request

- o Shamus Greene - .2 FTE paraprofessional - change of status from 1 FTE

Carol McCormick change of status to Sleeping Giant School

- o Katie Groendyke - Paraprofessional - change of status

New position

- o Mindy Mulliken - Part time Gifted Education teacher
- Cara Melland resignation
- o Emma Rollett - Special Education teacher - change of status from SCE paraprofessional
- Return from Leave of Absence
- o Corey Stokes - Math/Science teacher

Steamboat Springs High School :

Opening created by:

- Misty Curtin Sellden resignation
 - o Anna Allsberry - Counselor
- Mandy Petersen change of status to .25 FTE request
 - o Jamie Boeri - .75 FTE Dance Team Assistant coach - change of status from .5 FTE
- District Need
 - o Kirsten Brendtro - .17 FTE Science teacher - additional section 25-26 25-26 Grant
 - o Kirsten Brendtro - .5 FTE CTE Coordinator 25-26
- Susanmarie Oddo retirement
 - o Maggie Bruski - SSSH/YVHS Gifted Talented position
- Annabel Casey change of status to Data Tech Specialist
 - o Dillon Clark - Registrar
- Shawn Baumgartner coach resignation
 - o Matthew Coop - Assistant Football coach
- Daniel Wood resignation
 - o Matthew Coop - Campus Supervisor
- Brooklyn Sosebee -end of limited term contract 24-25
 - o Jenetta Durand - Special Education teacher - change of status from long-term substitute
- Jen Fredrick change of status to .5 FTE
 - o Kari Faulk Wood - .5 FTE Link Crew sponsor
- Change of status request
 - o Jen Fredrick - .5 FTE Link Crew sponsor - change of status from 1 FTE
- Chris Hasenbalg resignation
 - o Susan Kramer - Special Education teacher
- Change of status request
 - o Mandy Petersen - .25 FTE Dance Team coach -change of status from 1 FTE
- Kim Horton resignation
 - o Brendan Selby - Counselor
- Previous limited term contract
 - o Steve Wack - Special Education teacher
- Becky Livesey resignation
 - o Amanda Zak - Health Tech paraprofessional

Strawberry Park Elementary School :

Opening created by:

- Change of status request
 - o Heather Anderson - .3 FTE Occupational Therapist - change of status from .5 FTE
- Student Need
 - o Anne Draper - READ Act Tutor - summer program 24-25
- Heather Anderson - change of status to .2 FTE
 - o Lori Goldsmith - .2 FTE Occupational Therapist
- Carol McCormick change of status to Sleeping Giant School
 - o Katie Groendyke - Special Education paraprofessional - change of status from SSMS
- Loretta Ellsworth resignation
 - o Jennifer Hard - 4th Grade teacher - change of status from 2nd Grade
- Joan Gonzales resignation
 - o Kylie Leggett - Preschool paraprofessional

Jessica Stevenson resignation

- o Char Rusk - Nurse - change of status from .5 FTE nurse

Jen Mac change of status to 4th grade

- o Desiree Wilcox - 2nd Grade teacher - change of status from Kindergarten

Transportation Department :

Opening created by:

Kathy Gonio retirement

- o Kevin Fonger - Bus Route driver - change of status from substitute

Mickey Badaracca retirement

- o Kevin Hohman - Bus Route driver

District need

- o Kevin Hohman - Part time mechanic

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
RESIGNATIONS**

Background Information:

Jackie Buratovich has resigned her position as the Middle School Nordic coach for Steamboat Springs Middle School and the Sleeping Giant School effective June 17, 2025.

Joel Cobb has resigned his position as an assistant football coach for the Steamboat Springs High School effective July 22, 2025.

Pam Geppert has resigned her position as a substitute paraprofessional for the Steamboat Springs School District effective June 26, 2025.

Mary Grefrath has resigned her position as an assistant cheer coach for Sleeping Giant and Steamboat Springs Middle School effective July 24, 2025.

Kharcee-Lane Hughes has resigned her position as a special education paraprofessional for Steamboat Springs High School effective August 4, 2025.

Molly Jenkins has resigned her position as a speech-language pathologist for the Steamboat Springs School District effective June 13, 2025.

Caroline Keane has resigned her position as the daily building substitute at Soda Creek Elementary School effective August 5, 2025.

Jessie Kube has resigned her position as the Behavior Analyst for the Steamboat Springs School District effective July 15, 2025.

Dayana Morales has resigned her position as a special education paraprofessional at Soda Creek Elementary School effective July 31, 2025.

Daniel Pritchard has resigned his position as a bus route driver for the Transportation Department effective August 1, 2025.

Kelsey Spahr has resigned her position as a social worker at Strawberry Park Elementary School effective June 20, 2025.

Celina Taylor has resigned her position as a preschool staff member at Soda Creek Elementary School effective July 29, 2025.

Gary Taylor has resigned his position as a football coach for Steamboat Springs Middle School effective August 1, 2025.

Recommended Action:

Resolved, that the Board of Education accept the resignations of:

Jackie Buratovich
Joel Cobb
Pam Geppert
Mary Grefrath
Kharcee-Lane Hughes
Molly Jenkins
Caroline Keane
Jessie Kube
Dayana Morales
Daniel Pritchard
Kelsey Spahr
Celina Taylor
Gary Taylor

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
SUBSTITUTE TEACHERS FOR 2025-2026**

Background Information:

The following individuals have made application for substitute teaching positions within the Steamboat Springs School District:

<u>Name</u>	<u>Endorsement</u>	<u>Lic/Expir.</u>	<u>Preference</u>
Alter, Katie	SS/SpEd Gen	Prof/8-3-30	K-12
Andler, Alex		3 yr/10-16-27	K-8
Avina, Kim		3 yr/8-27-27	K-12
Birkinbine, Betsy		3 yr/ 9-5-26	K-12K-12
Booth, Fiona		3 yr/5-15-28	PK-5
Brigman, Christopher		3 yr/4-28-28	PK-5
Burner, Holly		5 yr/5-21-26	PK-8
Clementson, Sharon		5 yr/7-11-29	K-5
Clarke, Mark	Social Studies	Prof/7-18-28	9-12
Crouch, Maureen		5 yr/7-1-29	K-7
Edwards, Ellen		1 yr/6-9-26	K-12
Ellsworth, Loretta	Elementary	Prof/5-9-31	K-5
Gary, Val		5 yr/9-5-28	6-12
Gautreaux, Christine	Elem/EC/SPED	Prof/11-16-30	K-12
Globe, Avery		5 yr/9-15-29	4-12/French
Graham, Rhonda		3 yr/8-31-26	K-12
Glueck, Margaret	Elem/ELA/SPED	Prof/7-19-31	9-12
Horning, Susan		3 yr/10-25-28	K-12
Hunt, Leslie		3 yr/12-30-26	K-12/French/Spanish
Jaber, Kelly	Elementary	Initial/5-29-27	K-5
Jennings, Tom		3 yr/4-5-27	K-12
McCormick, Lori	Elementary	Prof/8-17-26	K-5
McKelvy, Hilda		5 yr/6-18-29	6-12
Mitchell, Suzi		1 yr/10-16-25	K-12
Monger, Krista	Math	Prof/7-2-26	K-12
Neff, Kristine (Tina)		5 yr/7-27-27	K-5
Poulter, Jay		3 yr/11-2-27	K-12
Ramirez, Julie		3 yr/8-22-27	K-8
Riethman, Luke		3 yr/11-14-27	9-12
Ruehle, Pamela		3 yr/7-26-28	K-12
Ruehle, Thomas		3 yr/5-10-27	K-12
Scott, JoAnn		3 yr/10-20-27	K-12
Singer, Lynne		3 yr/8-15-27	6-12
Steelman, William		3 yr/10-8-27	6-12
Sullivan, John		3 yr/9-3-27	6-12
Tarango Cano, Evelyn		1 yr/5-29-26	K-12
Teutonico, Samantha		3 yr/10-22-27	K-12
Toy, Don		5 yr/ 7-11-29	9-12

Winer, Kerry
Zindell, Lindsay

5 yr/12-2-29
5 yr/12-16-26

K-12
K-8

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

Katie Alter, Alex Andler, Kim Avina, Betsy Birkinbine, Fiona Booth, Christopher Brigman, Holly Burner, Mark Clarke, Sharon Clementson, Maureen Crouch, Ellen Edwards, Loretta Ellsworth, Val Gary, Christine Gautreaux, Avery Globe, Margaret Glueck, Rhonda Graham, Susan Horning, Leslie Hunt, Kelly Jaber, Thomas Jennings, Lori McCormick, Hilda McKelvy, Suzi Mitchell, Krista Monger, Kristine (Tina) Neff, Jay Poulter, Julie Ramirez, Luke Riethman, Pamela Ruehle, Thomas Ruehle, JoAnn Scott, Lynne Singer, William Steelman, John Sullivan, Evelyn Tarango Cano, Samantha Teutonico, Don Toy, Kerry Winer, and Lindsay Zindell

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
SUBSTITUTE PARAPROFESSIONALS FOR 2025-2026**

Background Information:

The following individuals have made application for substitute paraprofessional positions within the Steamboat Springs School District:

Badaracca, Michelle “Mickey”
Birkinbine, Betsy
Booth, Fiona
Brigman, Christopher
Burner, Holly
Conley, Deborah
Crouch, Maureen
Edwards, Ellen
Ellsworth, Loretta
Gary, Val
Gautreaux, Christine
Gautreaux, Eric
Graham, Rhonda
Hensen, Dennis
Herrera, Santa Deyanire
Hunt, Leslie
Jaber, Kelly
Jennings, Tom
Johnson, Jency
McCormick, Lori
McKelvy, Hilda
McLaughlin, Leigh Ann
Niederschmidt, Lisa
Pelletier, Fran
Poulter, Jay
Ramirez, Julie
Sullivan, John
Tarango Cano, Evelyn
Teutonico, Samantha
Tramitz, Deborah
Zindell, Lindsay

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

Michelle “Mickey” Badaracca, Betsy Birkinbine, Fiona Booth, Christopher Brigman, Holly Burner, Deborah Conley, Maureen Crouch, Ellen Edwards, Loretta Ellsworth, Val Gary, Christine Gautreaux, Eric Gautreaux, Rhonda Graham, Dennis Hensen, Santa Deyanire Herrera, Leslie Hunt, Kelly Jaber, Tom Jennings, Jency Johnson, Lori McCormick, Hilda McKelvy, Leigh Ann McLaughlin, Lisa Niederschmidt, Fran Pelletier, Jay Poulter, Julie Ramirez, John Sullivan, Evelyn Tarango Cano, Samantha Teutonico, Deborah Tramitz, and Lindsay Zindell

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
SUBSTITUTE NURSES AND HEALTH TECHS FOR 2025-2026**

Background Information:

The following individuals have made application for substitute nurse and/or health tech positions within the Steamboat Springs School District:

Fishback, Corinne - Health Tech
Kopicko, Samantha - Nurse
Morton, Alicia - Nurse & Health Tech
Steitz, Kathy - Health Tech

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

Fishback, Corinne - Health Tech
Kopicko, Samantha - Nurse
Morton, Alicia - Nurse & Health Tech
Steitz, Kathy - Health Tech

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
SUBSTITUTE BUS DRIVERS FOR 2025-2026**

Background Information:

The following individuals have made application for substitute bus driver positions within the Steamboat Springs School District:

Badaracca, Michelle (Mickey)
Pelkey, Michael
Pritchard, Dan
Schibline, Steve
Walker, Johnny

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

Badaracca, Michelle (Mickey)
Pelkey, Michael
Pritchard, Dan
Schibline, Steve
Walker, Johnny

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT WITH THE
DEPARTMENT OF HEALTH CARE POLICY AND FINANCING FOR
MEDICAID MATCHING FUNDS FOR 2025-26**

Background Information:

This intergovernmental agreement is between Steamboat Springs School District (SSSD) and the State of Colorado Department of Health Care Policy and Financing for the 2025-26 school year. The School Health Services (SHS) Program provides that any school district, as defined, may contract with the State to receive federal matching funds for amounts spent in providing health services to students who are receiving Medicaid benefits and for providing Medicaid administrative activities.

Recommended Action:

Resolved, that the Board of Education approve the Intergovernmental Agreement for Medicaid Matching Funds between Steamboat Springs School District and the State of Colorado Department of Health Care Policy and Financing for the 2025-26 school year.

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency

Department of Health Care Policy and Financing

Contractor

County of Routt School District RE 2

Contract Number

26-199176

Contract Performance Beginning Date

August 1, 2025

Initial Contract Expiration Date

June 30, 2026

Contract Purpose

The SHS Program provides that any school district, as defined, may contract with the State to receive federal matching funds for amounts spent in providing health services to students who are receiving Medicaid benefits and for providing Medicaid administrative activities.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – HIPAA Business Associate Agreement
2. Exhibit B – Statement of Work
3. Exhibit C – Terminology
4. Exhibit D – Contractor’s Administrative Requirements
5. Exhibit E – Sample Option Letter
6. Exhibit F – Contract Federal Provisions

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit A – HIPAA Business Associate Agreement
2. Exhibit F – Contract Federal Provisions
3. Colorado Special Provisions in §17 of the main body of this Contract
4. The provisions of the other sections of the main body of this Contract
5. Exhibit B – Statement of Work
6. Exhibit C – Terminology
7. Exhibit D – Contractor’s Administrative Requirements
8. Exhibit E – Sample Option Letter

Principal Representatives

For the State:

Shannon Huska

Department of Health Care Policy and Financing

Finance Office

303 E. 17th Avenue

Denver, CO 80203

shannon.huska@state.co.us

For Contractor

Dr. Celine Wicks

County of Routt School District RE 2

325 7th Street

Steamboat Springs, CO 80487

cwicks@ssk12.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

STATE OF COLORADO

County of Routt School District RE 2

Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

DocuSigned by:

Dr. Celine Wicks
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07/15/2025 | 15:26 PDT

Date: _____

DocuSigned by:

KB
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07/15/2025 | 16:27 MDT

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

DocuSigned by:

Jerrod Cotosman
76F69541272B43A...

07/15/2025 | 18:26 MDT

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any

and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“(CJI)”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. **“End of Term Extension”** means the time period defined in §2.D.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the

Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“personal identifying information”** as set forth at § 24-74-102, et. seq., C.R.S.
- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term,

then it means the State Fiscal Year ending in that calendar year.

- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. **Payment Procedures**

i. **Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and

manner approved by the State.

- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified on the Cover Page of this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor’s decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the “Contractor Records”). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business,

or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, on an annual basis Contractor's duty and obligation to certify shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the

State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgment

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor’s uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract’s terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State’s request, Contractor shall return materials owned by the State in Contractor’s possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before

Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Contract, including the benefits

and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other

authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

U. Additional Provisions

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or

implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- A. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- B. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- C. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. Obligations and Activities of Business Associate

- A. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - b. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

B. Minimum Necessary.

Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

C. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

D. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

E. Access to System.

If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

F. Access to PHI.

Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

G. Amendment of PHI.

- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
- ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

H. Accounting Rights.

Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

I. Restrictions and Confidential Communications.

- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

J. Governmental Access to Records.

Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

K. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

L. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

M. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

- N. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- O. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - a. loss of PHI data;
 - b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- P. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or

agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

Q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

R. Retention of PHI.

Except upon termination of this Agreement as provided in Section **Error! Reference source not found.**, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section **Error! Reference source not found.**, for a period of six years.

4. Obligations of Covered Entity

A. Safeguards During Transmission.

Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

B. Notice of Changes.

- i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

A. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely,

reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

B. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

A. Amendment to Comply with Law.

The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
- ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

B. Amendment of Appendix.

The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its

obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. Additional Terms

A. Additional Permitted Uses.

In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

- i. Reserved.

B. Additional Permitted Disclosures.

In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

- i. Reserved.

C. Approved Subcontractors.

Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

- i. Reserved.

D. Definition of Receipt of PHI.

Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:

- i. Reserved.

E. Additional Restrictions on Business Associate.

Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:

- i. Reserved.

F. Additional Terms.

Business Associate agrees to comply with the following additional terms under the Agreement:

- i. Reserved.

EXHIBIT B, STATEMENT OF WORK

1. PROJECT SPECIFIC STATEMENT OF WORK

- 1.1. Contractor Personnel
- 1.2. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
 - 1.2.1. DELIVERABLE: Updated list of individuals assigned to the Contract
 - 1.2.2. DUE: Within 5 Business Days following the State's request for an update
- 1.3. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
 - 1.3.1. DELIVERABLE: Updated list of individuals assigned to the Contract
 - 1.3.2. DUE: Within five Business Days after the Department's request for an update
 - 1.3.3. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.
 - 1.3.3.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
 - 1.3.3.2. DUE: Within five Business Days of receipt of updated licensure or upon request by the Department
- 1.4. Personnel Availability
 - 1.4.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
 - 1.4.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
 - 1.4.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
 - 1.4.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
 - 1.4.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference,

Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

1.4.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

1.5. Key Personnel

1.5.1. Contractor shall designate people to hold the following Key Personnel positions:

1.5.1.1. Program Lead

1.5.1.1.1. The Program Lead shall be determined by the school designee.

1.5.1.1.2. The Program Lead shall be responsible for all of the following:

1.5.1.1.2.1. Serving as Contractor's primary point of contact for the Department.

1.5.1.1.2.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.

1.5.1.1.2.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.

1.6. Other Personnel Responsibilities

1.6.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

1.6.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

2. APPLICABLE LAWS AND RULES

2.1. Contractor shall abide by all applicable federal and state laws and rules, including, but not limited to, the provisions of CRS §25.5-5-318, et seq., and the Department's regulations set forth in 10 CCR 2505-10, 8.290, et seq., as they now exist or may hereafter be amended.

2.2. Contractor shall abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Regulations set forth in 45 C.F.R Parts 160 and 164. As a Medicaid provider, the Contractor shall implement and maintain appropriate policies, procedures, and mechanisms to protect the privacy and security of protected health information maintained or transmitted.

3. PROGRAM GUIDELINES

3.1. Contractor shall abide by all terms and provisions in the "School Health Services (SHS) Program Manual," as published and amended by the Department from time to time unless the Department

grants a written waiver of specific terms and provisions. Waivers must be granted or renewed by the Department each State fiscal year.

4. SCHOOL HEALTH SERVICES

- 4.1. Contractor shall provide School Health Services as set forth in 10 CCR 2505-10, 8.290, et seq., to Medicaid eligible clients as prescribed in the client's Individual Education Program (IEP), Individualized Family Service Plan (IFSP), or another medical plan of care where medical necessity has been established. If the Contractor chooses to provide Administrative Activities they shall agree to the rules and regulations set forth in 10 CCR 2505-10, 8.290, et seq.

5. MANDATORY TIME STUDY

- 5.1. Contractor shall participate in a time study to assure appropriate utilization of medically necessary School Health Services and Administrative Activities.
 - 5.1.1. Contractor shall participate in all quarters of the time study for School Health Services as determined by the Department.
- 5.2. If the Contractor elects to participate in Administrative Activities, the Contractor shall participate in the time study per individual quarter as determined by the Department.
- 5.3. Contractor shall maintain documentation supporting the Random Moment Time Study (RMTS) results to include, at the minimum, all of the following:
 - 5.3.1. Cost pool roster lists of the Contractor's eligible staff and associated job categories.
 - 5.3.1.1. Staff provider qualifications including licensure.
 - 5.3.1.2. Registration or certification documents.
 - 5.3.1.3. All financial data or information used to develop Claims or a cost report.
 - 5.3.1.4. A copy of the completed cost report.
- 5.4. Contractor shall participate in the RMTS. The Contractor shall respond to the time study Moment within the timeframe approved by CMS.
- 5.5. Contractor shall maintain an eight-five (85%) percent or higher compliance rate for time study responses attributed to their staff as set forth in the Colorado School Health Services Program Time Study Implementation Guide.

6. PROVIDER QUALIFICATIONS

- 6.1. Contractor shall ensure that all staff providing School Health Services employed by the Contractor are qualified by state or national licensure, registration, or certification as a qualified health care professional or qualified personnel as specified in 10 CCR 2505-10, 8.290, et seq., and that all licensures, registrations, or certifications for staff providing School Health Services are current.
 - 6.1.1. Upon request by the Department or its duly authorized agent, the Contractor shall provide documentation of all of the Contractor's staff qualifications, including all licensures, registrations, and certifications.
 - 6.1.1.1. DELIVERABLE: Staff Licenses, Registrations, and Certifications
 - 6.1.1.2. DUE: Within five (5) Business Days after the Department's request

7. REIMBURSEMENT

7.1. Interim Payments and Claims

- 7.1.1. The Contractor shall submit Claims for School Health Services in the prescribed form and manner required by the Department as set forth in 10 CCR 2505-10, §8.040.2 and the SHS Program Manual.
- 7.1.2. The Contractor shall ensure that claims are made within timely filing requirements as set forth in 10 CCR 2505-10, §8.043.
- 7.1.3. The Department will make Interim Payments monthly based on prior years' cost reports.

7.2. Cost Reports

- 7.2.1. Contractor shall report financial expenditures for staff participating in the time study into a web-based system quarter they participated as well as annually the Contractor participated in.
- 7.2.2. The Contractor shall complete the reporting in a Department approved format within the Department designated timeframe. The reported information shall be generated into a cost report form by the Department.
- 7.2.3. Contractor shall ensure the following information is reported, but is not limited to, the following:
 - 7.2.3.1. Staff payroll costs and benefits.
 - 7.2.3.2. Staff training and travel costs.
 - 7.2.3.3. Medically related supplies and materials costs.
 - 7.2.3.4. Costs covered by Federal revenues.
 - 7.2.3.5. Transportation costs and statistical information for Medicaid related transportation.
- 7.2.4. The Contractor shall certify, through the certification of public expenditure statement included in the cost report, its total costs and that the Contractor has available sufficient monies that do not contain federal funds equal to the certification of public expenditure in accordance with the provisions of CRS §25.5-5-318, et seq.
- 7.2.5. If the certification of public expenditure statement is not signed and submitted by the Contractor with the cost report, the Department is authorized to withhold payment or recover any funds, reimbursement and interim payments paid to the Contractor for the associated period covered under the cost report.

7.3. Cost Reconciliation and Final Payment

- 7.3.1. The Contractor shall be reimbursed by the Department, with retroactive adjustment, in such amounts as may from time to time be set by the Department pursuant to 10 CCR 2505-10, 8.290, et seq.
- 7.3.2. The Department will send Contractor notification of the provider payments and other reimbursements available through the SHS Program. The Department will send to Contractor, without prior notice, notification of any changes in the provider payment, other reimbursements, or State's appropriated funding and statutory authority specified for the SHS Program.

- 7.3.2.1. All reimbursements or payments to the Contractor shall be federal funds and the Contractor shall not receive any State funds under this Contract
- 7.4. Contractor's total cost and reimbursement pursuant to this Contract for providing School Health Services and Administrative Activities shall be calculated using a cost report form and format as prescribed by the Department subject to 10 CCR 2505-10, 8.290, et seq., and as determined by the Department from available federal funds. Contractor shall receive interim payments through Claims for School Health Services based on a formula established by the Department in accordance 10 CCR 2505-10, 8.290, et seq.
- 7.5. The Contractor shall return to the Department any interim payments that exceed the Contractor's total cost for providing School Health Services under this Contract.
- 7.5.1. The Department may withhold up to ten (10%) percent of the federal funds to cover the State's administration costs in accordance with the provisions of CRS §25.5-5-318, et seq. Contractor shall receive a cost reconciliation and settlement letter from the Department that identifies the final payment.
 - 7.5.1.1. In the event the Contractor should receive reimbursement for services in an amount in excess of that authorized by this Contract, the Contractor agrees to permit the Department the option and discretion to recover the overpayment through one or more of the following options:
 - 7.5.1.1.1. Require the Contractor to make repayment to the Department of said excess payment within sixty (60) days of written demand by the Department.
 - 7.5.1.1.2. Deduct the amount from future payments; or
 - 7.5.1.1.3. Recover such excessive payments by other legal means.
- 7.6. Disallowance
- 7.7. Contractor shall participate in any disallowances by the United States Department of Health and Human Services or the Centers for Medicare and Medicaid Services of reimbursements to the Contractor or transfers/contributions made by the Contractor.
- 7.8. Contractor shall assist the Department in documenting the correctness of the cost report, a Claim or any other payment received from the Department.
 - 7.8.1. If the disallowance is upheld, the Contractor shall return to the Department any portion of the reimbursement based on the disallowed funds. If the Contractor fails to participate under this provision for any reason, the Department shall have the right, in addition to those remedies set out in the remedies section of this Contract, to withhold future payment and/or have the right to terminate this contract due to default/cause.
- 7.9. Additional Records and Documentation
 - 7.9.1. Maintenance of Records
 - 7.9.1.1. Contractor shall maintain records which fully disclose the extent of School Health Services provided to clients under the SHS Program, in accordance with 10 CCR 2505-10, §8.130.2. The medical care records shall include, but not be limited to, documentation that services billed to Medicaid and provided to or on behalf of a client under the SHS Program are:

- 7.9.1.1.1. Medically necessary;
- 7.9.1.1.2. Consistent with the diagnosis and plan of treatment for the client's condition; and
- 7.9.1.1.3. Consistent with professionally recognized standards of care.

7.10. Authorized Signer

- 7.10.1. Contractor shall submit with this Contract written evidence of the authority of the authorized signer for the Contractor. This may be in the form of copies of corporate by laws, a resolution of Contractor's board of directors, or other sufficient evidence. Such authority must expressly empower the authorized signer to legally bind Contractor to all of the terms and conditions contained herein, and must also expressly delegate to such person the authority to represent Contractor in all future negotiations with the Department.

8. COOPERATION

- 8.1.1. Contractor shall give full cooperation to the Department and its duly authorized agents in the administration of the SHS Program.
- 8.1.2. The Department or its duly authorized agent shall perform annual reviews of the RMTS, cost report, and Claims. At the discretion of the Department the Contractor shall participate in the review and provide requested documents. If the reviews determine a training need, the Contractor shall attend and participate in the training required by the Department.

9. CLOSEOUT PERIODS

- 9.1. This Contract shall have a Closeout Period.
- 9.2. Closeout Period
 - 9.2.1. During the Closeout Period, Contractor shall complete all of the following:
 - 9.2.2. Provide to the State, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department.
 - 9.2.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
 - 9.2.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 9.2.5. Continue meeting each requirement of the Contract until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify Contractor of this determination for that requirement.
- 9.3. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

10. COMPENSATION AND INVOICING

- 10.1. Compensation

- 10.1.1. The Contractor will receive monthly interim payments as specified in the interim rate letter.
- 10.1.2. The Contractor will receive final cost settlement payments by June 30th of each year following the close of the fiscal year as deemed necessary when comparing interim payments to final allowable costs.
- 10.2. Closeout Payments
 - 10.2.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

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EXHIBIT C, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado’s Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.5. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.6. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.7. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
 - 1.1.8. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
 - 1.1.9. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
 - 1.1.10. Health First Colorado – Colorado’s Medicaid Program.
 - 1.1.11. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.1.12. Key Personnel – The position or positions that are specifically designated as such in this Contract.
 - 1.1.13. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
 - 1.1.14. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

- 1.1.15. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.16. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.17. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. CFR – Code of Federal Regulations
 - 2.1.2. CHP+ –Child Health Plan Plus
 - 2.1.3. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
 - 2.1.4. C.R.S. – Colorado Revised Statutes
 - 2.1.5. CPI – Consumer Price Index
 - 2.1.6. CPI-U – CPI for all urban consumers
 - 2.1.7. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
 - 2.1.8. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
 - 2.1.9. PCI – Payment Card Information
 - 2.1.10. PHI – Protected Health Information
 - 2.1.11. PII – Personally Identifiable Information
 - 2.1.12. SFY – State Fiscal Year
 - 2.1.13. U.S.C. – United States Code
 - 2.1.14. VARA – Visual Rights Act of 1990

EXHIBIT D, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.
- 1.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.6. Deliverables
 - 1.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
 - 1.6.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:
 - 1.6.1.1.1. Gather and document requirements for the Deliverable.
 - 1.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.
 - 1.6.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.6.1.1.3.1. Readability.
 - 1.6.1.1.3.2. Spelling.
 - 1.6.1.1.3.3. Grammar.
 - 1.6.1.1.3.4. Completion.
 - 1.6.1.1.4. Adhere to all required templates or development of templates.
 - 1.6.1.1.5. Perform modifications that include version control and tracked changes.

- 1.6.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
- 1.6.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
- 1.6.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.6.1.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.6.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.6.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.6.4. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.6.5. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 1.6.6. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.
- 1.6.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

1.7. Stated Deliverables and Performance Standards

1.7.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

1.8. Communication with the Department

1.8.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems, including Microsoft Office products. Contractor shall communicate with the Department's primary designee, who will be identified to Contractor, to obtain information about the specific Microsoft products currently in use, as may be upgraded from time to time. At a minimum, Contractor shall have the capability to exchange documents and electronic files compatible with Microsoft Office 365, unless the Department's primary designee otherwise specifies. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.8.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.8.2.1. The date the transmittal will be effective.

1.8.2.2. Direction to Contractor regarding performance under the Contract.

1.8.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.8.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.

1.8.3. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

1.8.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.

1.8.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.

1.8.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the

primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.

- 1.8.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 1.8.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.9. Start-Up Period

- 1.9.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period:
 - 1.9.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
 - 1.9.1.1.1. Key Personnel.
 - 1.9.1.1.2. Department Leadership.
 - 1.9.1.1.3. Department Project Team Members.
 - 1.9.1.1.4. Any other relevant and needed persons or organizations.
 - 1.9.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.9.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.9.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 1.9.1.2.3. Transmission methods and specific Deliverable templates or requirements.
 - 1.9.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.
 - 1.9.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.
 - 1.9.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials
 - 1.9.1.3.2. DUE: Within three Business Days after the Kickoff Meeting
 - 1.9.1.4. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.
 - 1.9.1.5. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.
 - 1.9.1.5.1. DELIVERABLE: Policies & Procedures Manual

1.9.1.5.2. DUE: No later than the Operational Start Date

1.10. Operations Guide

1.10.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Sections 1.9 and 1.10, prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

1.10.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.10.2.1. Communication Plan.

1.10.2.2. Business Continuity Plan.

1.10.2.3. Start-Up Plan.

1.10.2.4. Closeout Plan.

1.10.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.10.3.1. DELIVERABLE: Operations Guide

1.10.3.2. DUE: Within 30 Business Days after the Effective Date

1.10.4. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.10.4.1. DELIVERABLE: Annual Operations Guide Update

1.10.4.2. DUE: Annually, by June 30th of each year

1.10.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

1.10.6. Communication with Members, Providers, and Other Entities

1.10.6.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

1.10.6.1.1. A description of how Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.

1.10.6.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, that Contractor will use to communicate with Providers and Subcontractors.

1.10.6.1.3. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

1.10.6.1.4. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers

are insufficient.

- 1.10.6.1.5. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
 - 1.10.6.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
 - 1.10.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.
 - 1.10.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

1.10.7. Business Continuity Plan

- 1.10.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
 - 1.10.7.1.1. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
 - 1.10.7.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 1.10.7.1.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
 - 1.10.7.1.3. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
 - 1.10.7.1.4. How Contractor will minimize the effects on Members of any Business Interruption.
 - 1.10.7.1.5. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
 - 1.10.7.1.6. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
 - 1.10.7.1.7. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.

1.10.8. Start-Up Plan

- 1.10.8.1. Contractor shall create a Start-Up Plan that contains, at a minimum, the following:
 - 1.10.8.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to Contractor.
 - 1.10.8.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.
 - 1.10.8.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
 - 1.10.8.1.4. An operational readiness review for the Department to determine if Contractor is

ready to begin performance of all Work.

1.10.8.1.5. The risks associated with the start-up and a plan to mitigate those risks.

1.10.9. Closeout Plan

1.10.9.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be the contractor after the termination of the Contract.

1.10.9.1.1. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.

1.10.9.1.2. Contractor shall deliver the Closeout Plan to the Department for review and approval.

1.10.9.2. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.

1.10.9.3. Contractor shall be ready to perform all Work by the Operational Start Date.

1.11. Closeout Period

1.11.1. During the Closeout Period, Contractor shall complete all of the following:

1.11.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

1.11.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

1.11.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

1.11.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.

1.11.1.5. Notify all XXX that Contractor will no longer be the XXX as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all XXX, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

1.11.1.5.1. DELIVERABLE: XXX Notifications

1.11.1.5.2. DUE: 30 days prior to termination of the Contract

1.11.1.6. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific

requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify Contractor of this determination for that requirement.

- 1.11.1.7. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

1.12. Performance Reviews

- 1.12.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
- 1.12.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
- 1.12.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
- 1.12.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 1.12.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.

1.13. Renewal Options and Extensions

- 1.13.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.
- 1.13.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
- 1.13.3. In the event that the Contract is extended beyond five years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
- 1.13.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.

1.14. Department System Access

- 1.14.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 1.14.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.15. Provider Fraud

- 1.15.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
- 1.15.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.15.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.15.2.1.1. Written documentation of the findings.
 - 1.15.2.1.2. Information on any verbal or written reports.
 - 1.15.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
 - 1.15.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 1.15.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.15.2.1.6. Any additional information as required by the Department.
 - 1.15.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
 - 1.15.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.15.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.15.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.15.4.2. DUE: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.

1.16. Member Fraud

- 1.16.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
- 1.16.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.16.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.16.2.1.1. All verbal and written reports related to the suspected fraud.
 - 1.16.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
 - 1.16.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.16.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.16.2.1.5. Any additional information as required by the Department.
- 1.16.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.
 - 1.16.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.16.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.16.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
 - 1.16.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.16.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

- 2.1. Personnel General Requirements
 - 2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.
 - 2.1.1.1. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
 - 2.1.1.1.1. DELIVERABLE: Final list of individuals assigned to the Contract
 - 2.1.1.1.2. DUE: Within five Business Days after the Effective Date
 - 2.1.1.2. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
 - 2.1.1.2.1. DELIVERABLE: Updated list of individuals assigned to the Contract
 - 2.1.1.2.2. DUE: Within five Business Days after the Department's request for an update

- 2.1.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.1.3. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.
 - 2.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change
 - 2.1.3.2. DUE: At least five Business Days prior to the change in Key Personnel
- 2.1.4. If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
 - 2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor
 - 2.1.4.2. DUE: Within 10 Business Days after Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a longer time in writing for Contractor to recruit a replacement.
- 2.1.5. Contractor's Key Personnel shall perform the majority of their work and responsibilities on this project in the Denver metropolitan area, unless the Department grants permission otherwise in writing.
- 2.1.6. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.
 - 2.1.6.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
 - 2.1.6.2. DUE: Within five Business Days of receipt of updated licensure or upon request by the Department
- 2.2. Personnel Availability
 - 2.2.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
 - 2.2.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
 - 2.2.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings

between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.

- 2.2.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.2.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders that is scheduled to be in person shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 2.2.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by Contractor.

2.3. Key Personnel

- 2.3.1. Contractor shall designate people to hold the following Key Personnel positions:
 - 2.3.1.1. Project Lead
 - 2.3.1.1.1. The Project Lead shall be responsible for all of the following:
 - 2.3.1.1.1.1. Serving as Contractor's primary point of contact for the Department.
 - 2.3.1.1.1.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
 - 2.3.1.1.1.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
 - 2.3.2. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.

2.4. Other Personnel Responsibilities

- 2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
- 2.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
- 2.4.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
 - 2.4.3.1. Contractor shall not subcontract more than 40% of the Work.
 - 2.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

- 2.4.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
- 2.4.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date
- 2.4.3.3. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. ADMINISTRATIVE REPORTING REQUIREMENTS

3.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

3.2. Administrative Reporting

3.2.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.

3.2.1.1. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:

- 3.2.1.1.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.
- 3.2.1.1.2. Operating expenses broken out by category, as determined by the Department.
- 3.2.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.
- 3.2.1.1.4. Administrative revenues, such as payments by debt and interest revenues, broken out by source as directed by the Department.
- 3.2.1.1.5. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.
- 3.2.1.1.6. Remaining cash-on-hand at the end of the period.

3.2.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.

3.2.1.2.1. DELIVERABLE: Administrative Report

3.2.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.

4. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

4.1. Protection of System Data

4.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in

accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

- 4.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 4.1.2.1. Contractor provides physical or logical storage of State Records.
 - 4.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.
 - 4.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 4.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 4.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 4.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 4.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 4.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 4.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to the State.
- 4.1.4. Colorado Information Security Policy (CISP) Compliance
 - 4.1.4.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at www.oit.state.co.us/about/policies under Information Security.
 - 4.1.4.2. For the purposes of reviewing and assessing compliance with the CISPs, Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
 - 4.1.4.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
 - 4.1.4.3.1. DELIVERABLE: CISP Attestation
 - 4.1.4.3.2. DUE: Within 30 Business Days after the Effective Date
 - 4.1.4.4. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.
 - 4.1.4.4.1. DELIVERABLE: Annual CISP Attestation
 - 4.1.4.4.2. DUE: Annually, by June 30th of each year

- 4.1.4.5. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.
- 4.1.5. Health and Human Services HIPAA Security Rule Risk Assessments
 - 4.1.5.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the "HIPAA Security Rule"), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
 - 4.1.5.1.1. DELIVERABLE: Initial HHS Attestation
 - 4.1.5.1.2. DUE: Within 30 Business Days after the Effective Date
 - 4.1.5.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule and deliver to the State the signed Annual HHS Attestation, on a form provided by the Department.
 - 4.1.5.2.1. DELIVERABLE: Annual HHS Attestation
 - 4.1.5.2.2. DUE DATE: Annually, by June 30th of each year
 - 4.1.5.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
- 4.1.6. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 4.1.7. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
 - 4.1.7.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.
 - 4.1.7.1.1. DELIVERABLE: Background Check Attestation
 - 4.1.7.1.2. DUE: Within 30 Business Days of the Effective Date
 - 4.1.7.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal

Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

4.2. Data Handling

- 4.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of the State.
- 4.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 4.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 4.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

EXHIBIT E, SAMPLE OPTION LETTER

State Agency

Department of Health Care Policy and Financing

Contractor

Insert Contractor's Full Legal Name

Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number

Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date

Month Day, Year

Current Contract Expiration Date

Month Day, Year

Current Contract Maximum Amount

Initial Term

State Fiscal Year 20xx: \$0.00

Extension Terms

State Fiscal Year 20xx: \$0.00

Total for All State Fiscal Years: \$0.00

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. For use with Option 1(A)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

- B. For use with Options 1(B and C)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

- C. For use with Option 1(D)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

Option Effective Date: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

EXHIBIT F, CONTRACT FEDERAL PROVISIONS

1. **Applicability of Provisions.**

- A. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. **Compliance.**

- A. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and UNIQUE ENTITY ID Requirements.**

- A. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- B. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Contract Provisions Required by Uniform Guidance Appendix II to Part 200.**

- A. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- B. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- D. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
 - i. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- K. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- L. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- M. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Event of Default.

- A. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
APPROVAL OF THE COOPERATIVE AGREEMENT WITH COLORADO
MOUNTAIN COLLEGE FOR CONCURRENT ENROLLMENT PROGRAMS
FOR 2025-26**

Background Information:

The Cooperative Agreement for Concurrent Enrollment Programs with Colorado Mountain College has been updated to reflect recent changes in law. For example, the agreement no longer includes details concerning the ASCENT program, which has been discontinued by the Colorado General Assembly after the 2025-26 school year. This agreement includes details applicable to Concurrent Enrollment and Teacher Recruitment Education and Preparation programs. This agreement is intended to govern Concurrent Enrollment activities between CMC and SSSD for five (5) years, barring major updates. The Financial Provisions Addendum, issued annually, reflects updated tuition and related details.

Recommended Action:

Resolved, that the Board of Education approve the CMC Concurrent Enrollment Cooperative Agreement for the 2025-26 school year.

**COOPERATIVE AGREEMENT
CONCURRENT ENROLLMENT PROGRAMS WITH
COLORADO MOUNTAIN COLLEGE**

THIS COOPERATIVE AGREEMENT (Agreement) is entered into by Colorado Mountain College, a local college district ("CMC" "IHE" or "College"), and Steamboat Springs School District (Local Education Provider or "LEP"), pursuant to the Concurrent Enrollment Programs Act, Sections 22-35-101 to 112, C.R.S. (Act) College and Local Education Provider shall collectively be referred to as the "Party" or "Parties."

Conditions found in the agreement reflect Colorado law as of the time of the signing of the agreement, effective July 1, 2025. This includes the elimination of the ASCENT program. Any future changes to Colorado law will be addressed through an addendum to this agreement.

The Act provides options for high school students to enroll in courses offered by the College. By executing this Agreement, the Parties are agreeing to establish a Concurrent Enrollment Program pursuant to the Act. This Agreement also provides for the Teacher Recruitment and Education (TREP) Programs, as well as course work related to apprenticeship programs and internship programs, also authorized by the Act.

This Agreement will commence on the date of execution found herein and terminate on August 1, 2030. The Financial Provisions Addendum will be updated annually or as tuition/fees change.

A. CONCURRENT ENROLLMENT (CE) PROGRAM

1. Eligibility

Students who wish to enroll in the CE Program must be enrolled in the LEP and must be in the ninth (9th) grade or higher, must be less than twenty-one (21) years old, and must meet the College's requirements for each course.

2. Enrollment (Applicable to Concurrent Enrollment and TREP Programs)

This Agreement covers only those postsecondary courses and basic skills courses offered by CMC and in which high school students will be permitted to enroll pursuant to the Program. CMC agrees to enroll LEP students in courses offered by CMC as follows:

- a. The courses offered by CMC must be applicable toward earning a degree or certificate or completion of basic skills course work at CMC.
- b. Students enrolled in the 12th grade who do not satisfy the minimum prerequisites for postsecondary courses may enroll in IHE basic skills courses through the Program, provided placement into such courses adheres to CMC procedures.
- c. CMC has the right to deny student enrollment based on space availability and IHE admission requirements.

- d. CMC has the right to discontinue a student's enrollment if CMC determines that the student is not qualified to remain enrolled. Such determination may include, but is not limited to, a determination that the student does not have sufficient skills or abilities to continue in the course selected. CMC will notify the LEP if a student's enrollment is discontinued.
- e. Students enrolled in IHE courses through the Program are subject to the academic and disciplinary rules of CMC's Student Code of Conduct and must adhere to all IHE policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.
- f. Students who wish to request disability accommodations as provided in the Americans with Disabilities Act of 1990 (ADA) are encouraged to contact their CMC Access Services Coordinator. Students who otherwise receive accommodations under IDEA might not receive the same accommodations in concurrent enrollment courses. Learn more from the CDE's Office of Special Education Technical Assistance document: *CONCURRENT ENROLLMENT FOR STUDENTS WITH DISABILITIES*.
- g. CMC is responsible for the course content, course prerequisites and quality of instruction.
- h. Students may participate in interscholastic high school activities as students of the LEP, including but not limited to athletics. With regard to IHE activities, qualified students may participate in IHE activities but are not eligible for NCAA or NJCAA athletic activities.
- i. The LEP will provide a copy of this Agreement to the Colorado Department of Education. CMC will provide a copy of this Agreement to the Colorado Department of Higher Education.
- j. The LEP and IHE shall establish an academic program of study for each student enrolled through the Program pursuant to the provisions of Section 22-35-104(6)(b)(IV), C.R.S., which shall include (1) an academic plan of study that describes all of the courses that the student intends to complete to satisfy his or her remaining requirements for graduation from the LEP (Academic Plan), and (2) a plan by which the LEP shall make available to the student ongoing counseling and career planning.
- k. The Parties will comply with Title IX of the Education Amendments 1972 (Title IX). The Parties will keep each other informed of Title IX claims raised against each other and agree to cooperate in investigation of Title IX claims. Jurisdiction over Title IX claims will be determined in consultation with Title IX officials at each institution.

3. Credit

Students who are accepted in the CE Program shall receive postsecondary credit toward a degree or certificate or completion of a developmental education course and credit toward high school graduation as follows:

- a. Students who have not satisfied the minimum requirements for graduation established by the LEP by the end of their 12th grade year and are therefore retained by the LEP, except for a State-approved Early College program, may not concurrently enroll in postsecondary courses that are worth more than a total of nine (9) credit hours per academic year, including developmental education courses.
 - i. If a student is retained beyond the 12th grade, they may not concurrently enroll in more than six (6) credit hours per academic semester if they are registered as a full-time pupil of the LEP.
 - ii. If a student is retained beyond the 12th grade, they may not concurrently enroll in more than three (3) credit hours per academic semester if they are registered as a part-time pupil of the LEP.
- b. Unless otherwise restricted, students are not limited in the number of credit hours in which they concurrently enroll.

4. Registration

- a. All students shall apply for admissions, enroll and register as college students in accordance with CMC's admissions and registration requirements and processes.
- b. LEP should enroll students in college courses that pertain to the degree or certificate program indicated on their Academic Plan.
- c. Academic advising and career planning will be available to students from both CMC and the LEP.
- d. All students and their parent/legal guardian shall complete the LEP's Concurrent Enrollment Student Agreement and submit to the LEP with all required signatures by the established enrollment deadline or the student will not be enrolled and earn credit at CMC. CMC may request this agreement from the LEP at any time.

5. Student's Uniquely Identifying Student Number (SASID)

The LEP shall provide CMC with each student's uniquely identifying student number, the "state assigned student id" (SASID), which will be used for required student tracking and reporting activities.

6. FTE Status

The LEP shall include the students in its pupil enrollment pursuant to the provisions of Section 22-54-103(10), C.R.S. CMC shall also include the students in determining the number of student FTEs pursuant to Title 23, C.R.S.

7. Student Records

- a. The Parties shall comply with applicable federal and state laws and regulations in their collection and use of Personally Identifiable Information (defined in this section) from Student Education Records and Student Financial Information, including, but not limited to, the Family Education Rights and Privacy Act of 1974 ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA"). "Personally Identifiable Information" ("PII") includes, but is not limited to, the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier (such as the student's social security number, student number, or biometric record), academic records, or other indirect identifiers (such as the student's date of birth, place of birth, and mother's maiden name), other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- b. LEP may provide PII for students who intend or seek to enroll in the College, provided the LEP has a statement in its annual notification of rights that it forwards education records in such circumstances, or the LEP has made a reasonable attempt to notify the student in advance of making the disclosure, unless the student has initiated the disclosure. In addition, the Parties acknowledge that for the purpose of this Agreement each will be designated as a "school official" of the other, with "legitimate educational interests" in the Student Education Records, as those terms have been defined under FERPA and its implementing regulations, and the Parties agree to abide by the limitations and requirements imposed on school officials.
- c. The Parties will disclose PII only for the purpose of fulfilling their duties under this Agreement and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by both Parties.
- d. The Parties shall use reasonable efforts to implement appropriate reasonable physical, administrative and technical safeguards to prevent use or disclosure of data not authorized by this Agreement. Such measures will be no less protective than those used to secure the data recipient's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- e. If a Party becomes aware of an Incident as defined in this paragraph, misuse of PII, or unauthorized disclosure involving any PII, it shall notify the other Party and cooperate with the other Party regarding recovery, remediation, and the necessity to involve law enforcement, if any. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access loss, disclosure, modification, disruption, or destruction of any PII. A Party may terminate this Agreement for the other Party's failure to produce a remediation plan to reduce the risk of incurring a similar type of Incident in the future. Unless a Party can establish that the Party or any of its Subcontractors is not the cause or

source of the Incident, the Party shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

- f. The Parties will return or securely destroy educational records within a reasonable time upon completion of this Agreement, in accordance with the provisions of FERPA. "Securely destroy" means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- g. The data provider shall maintain ownership of the data. The data recipient shall not retain any right, title or interest in any of the data furnished by the data provider.
- h. The College is neither a LEP nor School Service Contract Provider for purposes of the Colorado Student Data Privacy Act, CRS 22-16-101, et seq.

B. TREP PROGRAM

1. Eligibility

A student is eligible for participation in the Teacher Recruitment Education Program, or "TREP," if the student:

- a. Satisfies the requirements of section C.R.S. 22-35-108.5(2)(a)(I), which provides that a student "is following the teaching career pathway created in section 23-60-110 and is on schedule to complete the courses and/or experiences specified in the teaching career pathway for the twelfth grade year and is enrolling in the postsecondary courses identified in the teaching career pathway for the fifth and sixth years";
- b. Is college ready, and not in need of basic skills coursework in accordance with the educator career pathway in which they enroll;
- c. Completes an Individual Career and Academic Plan (ICAP) prior to declaring intent to participate in TREP;
- d. Applies and is accepted into a teacher education program at the College;
- e. Has been selected for participation by their high school principal or equivalent school administrator; and
- f. Is entering the student's first year of the TREP program (i.e., has not been designated a TREP program participant in any prior year) or was a TREP participant the previous year and is entering the second year of the program.
- g. Is in good academic standing and remains enrolled in an applicable educator pathway in order to participate in year 2 of the TREP program.

2. Enrollment

This Section covers only postsecondary courses offered by the College, in which high school students will be permitted to enroll pursuant to the TREP Program. The College agrees to enroll LEP students in courses offered by the College as follows:

- a. The courses offered by the College must be applicable to earning a degree or certificate in the Educator Pathway.
- b. Students may not enroll in College developmental education courses through the TREP Program.

3. Credit

Students who are accepted in the TREP Program shall receive postsecondary credit toward a degree or certificate and credit toward high school graduation as authorized by the Colorado Department of Education.

C. GENERAL PROVISIONS **APPLICABLE TO CONCURRENT ENROLLMENT AND TREP**

1. General Provisions

- a. If College courses are taught at the LEP's facilities, the LEP shall provide adequate classrooms and furnishings to facilitate teaching of courses. The parties shall mutually agree upon days and times of the course offerings.
- b. The LEP shall provide all instructional supplies and equipment necessary to facilitate teaching of courses that take place at the LEP's facilities.
- c. The College will approve development and classroom delivery of all postsecondary courses that occur at the LEP's facilities.
- d. In certain instances, faculty necessary to facilitate teaching of courses at the LEP's facilities shall be provided by and paid by the Local Education Provider. The College shall have the right to approve and reject faculty provided by the LEP. The LEP shall be responsible to ensure all faculty provided have adequate credentials to meet State standards and College academic standards.
- e. Faculty teaching a CTE college course must maintain a current Colorado secondary or postsecondary CTE credential. In the event a CTE course is also a transfer course (i.e., ACC 121 or BUS 115) the faculty teaching must also meet the transfer course requirements established by the College. It is the responsibility of the College to ensure all faculty meet the minimum qualifications.
- f. Faculty provided by the LEP shall be responsible for evaluating students and providing grades and other documentation to the College in accordance with regular College processes and deadlines.
- g. LEP shall be responsible for providing mental health/wellness services to its concurrent enrollment students consistent with its customary policies and practices.

2. Accreditation

Colorado Mountain College is accredited by the Higher Learning Commission (HLC), which maintains certain expectations that are specific to concurrent enrollment, explained further below. Failing to meet accreditation standards can result in certain sanctions, including but not limited to the loss of the college's abilities to deliver courses in high schools. Local Education Providers that offer concurrent enrollment courses with Colorado Mountain College agree to ensure that the college can satisfy all accreditation expectations for its courses. These standards include the following:

- a. **Faculty credentials and qualifications, orientation and training** (HLC Criterion Three): The institution requires the same level of credentials and qualifications for faculty in CE courses or programs that it does for its regular higher-education

courses. Additionally, faculty teaching in CE courses or programs are appropriately trained with proper orientation for teaching at the higher education level.

CMC expectation: all instructors will complete the college's credentialing process prior to teaching a concurrent enrollment course, including completing all paperwork required by CMC's Department of Human Resources.

b. Rigor of courses or programs and curricular standards (HLC Criterion Four):

The institution mandates the same level of rigor in CE courses or programs as it does for its regular higher-education courses or programs. CE courses or programs meet the same curricular standards and undergo the same institutional approval processes as the institution's regular courses or programs.

CMC expectation: Concurrent enrollment instructors will adopt and adhere to CMC approved syllabi, including grading policies, for all concurrent enrollment courses.

c. Expectations for student learning and learning outcomes (HLC Criterion Four):

Expectations for student learning and learning outcomes in CE courses or programs are consistent with the same courses or programs that the institution offers at the higher-education level.

CMC expectation: all instructors are strongly encouraged to attend reoccurring orientations and college sponsored professional development activities. All instructors should be in regular contact with their CMC representative (CE coordinator or assistant dean of instruction) and connect with relevant school disciplinary personnel (e.g., department chair, school dean, program director, etc.) to discuss curriculum, pedagogy and assessment consistency across CMC.

d. Access to learning resources (HLC Criteria Three and Four): Students as well as faculty in CE courses or programs have the same level of access to learning resources (libraries, laboratories, databases, etc.) as the institution's students and faculty in the same higher education courses or programs.

e. Institutional monitoring, oversight, and transparency (HLC Criteria Two, Three, and Four): The institution, specifically its academic departments and disciplinary faculty, exercises proper monitoring and oversight of its CE activity to ensure that CE courses or programs meet higher education standards. Finally, the institution informs students clearly and accurately whether courses taken for CE (i.e., at a high school via a community college) will transfer to other institutions, including four-year institutions.

CMC expectations: CMC academic supervisors will be granted access to CE courses as needed for review of course materials and engaging in classroom observations. Instructors must use CMC's Learning Management System (Canvas) to (1) post the approved CMC course syllabus and (2) allow students to complete the "student course survey" as an evaluation of the course. Instructors must also be willing to allow CMC academic supervisors to access relevant course materials that may be posted on the high school LMS.

3. Independent Contractor

The LEP and the College shall perform their duties hereunder as independent contractors and not as employees of the other party. Neither party nor their agents or employees shall be deemed to be an agent or employee of the other party. The parties shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this agreement. The parties acknowledge that they and their employees are not entitled to unemployment insurance benefits unless they or a third party provides such coverage and that the other party does not pay for or otherwise provide such coverage. The parties shall have no authorization, express or implied, to bind each other to any agreement, liability, or understanding except as expressly set forth herein.

4. Notices

Any notice or communication required or permitted to be given under this Agreement and Financial Provisions part attached hereto, shall be in writing and shall be either served personally, by fax or by e-mail, or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

Local Education Partner Contact Information:

ATTN: Dr. Celine Wicks
ADDRESS: 325 7th Street
Steamboat Springs, CO 80487

PHONE: +1 (970) 871-3196
FAX:
EMAIL: cwicks@ssk12.org

Please list primary Colorado Mountain College campus partner(s) here:

Steamboat Springs

5. Term

This Agreement shall become effective upon execution by both parties (Effective Date) and shall continue for a period of five (5) years, unless otherwise terminated as provided in this Agreement.

6. Termination

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. However, if a notice to terminate is issued after the start of the College's academic term, then this Agreement, and the most current Financial Provisions Addendum will continue in effect until the conclusion of that academic term.

7. Additional Provisions

- a. This Agreement will be governed by the laws of the State of Colorado. In the event of litigation, jurisdiction and venue will be in the County or District Court, County of Garfield, Colorado.
- b. This Agreement may be modified only in writing signed by the Parties.
- c. Each of the Parties shall be solely responsible for the actions or omissions of its officers, employees, and agents. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations either Party may have under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. *et. seq.*) or of any other defenses, immunities, or limitations of liability available to either of the Parties by law.
- d. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written agreement executed and approved by the Parties.

8. Financial Provisions

The LEP agrees to pay the College for students enrolled in the CE and TREP Programs as follows and as further detailed in the Financial Provisions Addendum attached hereto and incorporated herein by reference and any subsequent Financial Provisions Addenda issued by the College. Any changes to a Financial Provision Addenda issued by the College must be by mutual agreement of the Parties reached prior to the beginning of the College's academic term and must be signed by both Parties.

- a. **Tuition.** The LEP agrees to pay the student's tuition. The College shall charge the LEP tuition at rates outlined in the Financial Provisions Addendum. The tuition rates for future years will be determined annually by the CMC Board of Trustees.

The LEP agrees to pay the student's tuition for all students who withdraw from College courses, even if that student has withdrawn from the LEP.

If the student or their parent or legal guardian does not remit timely payment to College, the student and/or their parent will be subject to collections.

The College will publish the tuition rates prior to the start of each academic year.

- b. **Instructional Services, Costs, and Invoicing.** When courses are taught at the LEP's site, the College will invoice the LEP for the net amount due in accordance with and at the rates set forth in the most current Financial Provisions Addendum. The net amount due will vary based on cost factors, including but not limited to whether the course is taught by College instructional personnel or LEP instructional personnel. Students shall be verified in accordance with the invoicing procedures set forth in Financial Provisions Addendum. If an LEP allows a student or students from another LEP to enroll in a concurrent enrollment course hosted by the initial LEP, costs and invoices will be adjusted according to procedures adopted by CMC.

- c. **Fees.** The College may charge each concurrently enrolled student or their legal guardian any and all College specific fees. Colleges shall not charge such fees to the LEP unless the LEP voluntarily agrees to pay for fees. Other course specific fees may apply.
- d. **Financial Aid for Concurrent Enrollment Students.** In 2021, the Colorado Commission on Higher Education authorized CMC to participate in a pilot program to award financial aid to eligible concurrent enrollment students. This pilot program has been authorized through July 2026.
- e. **Textbooks and Course Materials.** Students must have textbooks, digital content, and course materials that have been approved by the College. LEP will determine whether the LEP, or the students, will purchase the textbooks, digital content, and course materials. The LEP may voluntarily agree to participate in CMC’s Learning Materials Program (LMP), which is a credit-based fee for textbooks, digital content, and course materials. LMP materials are leased and must be returned, unless the LEP chooses to purchase them. LMP participation notwithstanding, CMC is not responsible for providing textbooks, digital content, and course materials on behalf of enrolled students.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Persons signing for each Party hereby swear and affirm that they are authorized to act on such Party’s behalf and acknowledge that the other Party is relying on their representations to that effect.

LOCAL EDUCATION PROVIDER:

Steamboat Springs School District

Legal Name of Contracting Entity

DocuSigned by:
Celine Wicks

Signature of Authorized Officer

Dr. Celine Wicks, Superintendent

Name and Title

6/27/2025

Date

COLLEGE:

Colorado Mountain College

DocuSigned by:
Mary Boyd

By: Mary Boyd, Vice President of Finance & Administration and Chief Financial Officer

6/27/2025

Date

Name of Local Education Partner/District:
Steamboat Springs School District

ADDENDUM A:

COOPERATIVE AGREEMENT CONCURRENT ENROLLMENT PROGRAMS WITH COLORADO MOUNTAIN COLLEGE

FINANCIAL PROVISIONS (IN DISTRICT): 2025-26

Tuition

The Local Education Provider (LEP) agrees to pay one hundred percent (100%) of the student's tuition, as approved by the Colorado Mountain College Board of Trustees. The College shall charge the school district at the "In-district" tuition rate for the 2025-26 fiscal year (July 1, 2025-June 30, 2026).

The LEP shall be charged a tuition rate of **\$107.00 per credit hour** for developmental (e.g., ENG 0092, MAT-0300, etc.) & 1000-, 2000-, 3000- and 4000-level courses (excludes BAIS-Elementary Education and Bachelor of Science in Nursing courses, which have higher tuition rates). According to Colorado law, the LEP agrees to pay one hundred percent (100%) of the student's tuition for all students, including students who withdraw from or do not pass college courses, even if that student has withdrawn from the LEP.

Compensation for Local Education Provider's Faculty

For the 2025-2026 academic year, when a qualified high school instructor teaches a CMC course as a CMC adjunct faculty member in the LEP's facilities and during the Local Education Provider's customary academic school day, the College will return **100 percent (100%)** of all tuition collected for the course pursuant to the invoicing procedures described herein, subject to deductions in the event CMC pays for any costs that are the responsibility of the LEP. In these instances, the instructor must be qualified as a bona fide CMC-credentialed college instructor per this cooperative agreement and all relevant College policies and procedures.

With the implementation of Smart Classroom technology, and aligned to the goals of the RISE Grant, it is anticipated students across schools within a district and/or across Districts may enroll in a course delivered by another LEP. In the event a qualified high school instructor teaches a CMC course as a CMC adjunct faculty member to students at more than one school and/or more than one district, the College will return 100 percent (100%) of the tuition collected for the course to the LEP employing the instructor, per the invoicing procedures described herein, and subject to deductions in the event CMC pays for any costs that are the responsibility of the LEP. In these instances, the instructor must be qualified as a bona fide CMC-credentialed college instructor pursuant to this cooperative agreement and all relevant College policies and procedures.

CMC adjunct faculty members who are the employees of LEPs and teach CMC courses in a LEP's facilities during the LEP's customary academic school day shall be compensated by the LEP according to its existing policies and procedures. In these instances, the College shall have no personnel responsibilities aside from those concerning the faculty member's annual orientation and evaluation as a college instructor and the faculty member's proficiency in meeting the standard expectations of a faculty member at the College. When Re-orientation/Re-Boarding occurs, faculty who are employees of LEPs may submit an expense report for reimbursement for their participation, to be paid at the re-orientation/re-boarding rate, published by the College. Moreover, the LEP, and not the College, shall be responsible for all salary, health care coverage, other benefits, fees, or other compensation related to his or her employment, including all necessary and obligatory payments for workman's compensation insurance, retirement contributions, tax withholdings and unemployment insurance.

The LEP accepts all responsibilities for the quality, availability, and safety of the facilities used to deliver College courses in the LEP's facilities. If a CMC adjunct faculty member who is an employee of a LEP and teaches CMC courses in a LEP's facilities during the LEP's customary academic school day fails to complete the course for which he or she has been employed, the College is under no obligation to complete the balance of the course with a College faculty member that is not an employee of the LEP. In these situations, the College and the LEP shall attempt to resolve the circumstances cooperatively.

Fees

The College may charge each concurrently enrolled student or parent or legal guardian any mandatory, general fees, such as student government or incidental fees. The college shall not charge such fees to the LEP.

Unless otherwise agreed to by CMC and the LEP, all students enrolled in Concurrent Enrollment Courses at CMC shall be charged mandatory, course-specific, instruction-related course fees for the courses in which they enroll. These fees include materials consumed by a student as a part of the course, laboratory supplies, safety equipment, or national & state testing fees. LEPs may elect to pay these fees on behalf of students but are not obligated to do so under Colorado law.

Please check one:

- The Local Education Provider **agrees** to pay mandatory course-specific, instruction-related course fees.
- Mandatory course-specific, instruction-related course fees will be the **responsibility of the enrolled student or parent or legal guardian.**

Invoicing Procedures

Each semester, the College will submit an invoice for the net amount of tuition due for all of the LEP's enrolled students, calculated in accordance with the specifications above. This invoice will arrive within sixty (60) days after the College's census date. The LEP will pay the College within thirty (30) days from the date of the invoice.

Textbooks and Course Materials

Students must have textbooks, digital content, and course materials that have been approved by the College. LEP will determine whether the LEP or the students will purchase the textbooks, digital content, and course materials.

The LEP may voluntarily agree to participate in CMC's Learning Materials Program (LMP), which is a credit-based fee for textbooks, digital content, and course materials. LMP materials are leased and must be returned, unless the LEP chooses to purchase them. For the 2025-26 Academic Year, the LMP rental rate is \$26 per credit hour.

LMP participation notwithstanding, CMC is not responsible for providing textbooks, digital content, and course materials on behalf of enrolled students. Under Colorado law, LEPs may provide these materials to enrolled students, but are not required to do so.

Please check one:

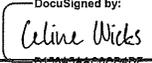
- The Local Education Provider **agrees** to pay for the student's participation in CMC's LMP program
- The student's participation in CMC's LMP program will be the responsibility of the enrolled student's parent(s) or guardian(s)

Financial Aid for Concurrent Enrollment Students

In 2021, the Colorado Commission on Higher Education authorized CMC to participate in a pilot program to award financial aid to eligible concurrent enrollment students. This pilot program has been authorized to operate through Spring 2026. This innovation aims to expand concurrent enrollment student access and success. This expanded access specifically targets low-income students who remain underrepresented in both concurrent enrollment and post-secondary participation, as recognized in the State's Higher Education Master Plan. Students identify need upon CMC registration, and CMC works directly with them to address concurrent enrollment expenses not covered by their school district. As with all financial aid, this program must operate within the Colorado Department of Higher Education's published Student Budget Parameters.

Name LEA Superintendent/Executive: Dr. Celine Wicks

Title of LEA Superintendent/Executive: Superintendent

Signature:  6/27/2025

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH
COLORADO MOUNTAIN COLLEGE FOR A MENTOR PROGRAM FOR THE
2025-26 SCHOOL YEAR**

Background Information:

This memorandum of understanding is between Steamboat Springs School District (SSSD) and Colorado Mountain College (CMC) for a mentor program for the 2025-26 school year. CMC and SSSD desire to form an ongoing collaboration whereby CMC compensates the School District for assigning its employees as mentor teachers, instead of hiring them individually as adjunct faculty. Such mentor teachers shall work closely with CMC-based faculty and the program director to provide clinical experience of sufficient depth, breadth, diversity, coherence, and duration to ensure that candidates demonstrate a positive impact on K-6 students' learning and development. The term of this MOU shall be from the date signed until June 30, 2026.

Recommended Action:

Resolved, that the Board of Education approve the Memorandum of Understanding for a Mentor Program between Steamboat Springs School District and Colorado Mountain College for the 2025-26 school year.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 27th day of June, 2025 by and between Colorado Mountain College (“CMC”) and Steamboat Springs School District (“School District”).

1. Recitals.
 - a. CMC is a local college district that offers teaching degrees, part of which includes a high-quality clinical practice for teacher candidates in the schools so that they can develop the knowledge, skills and professional dispositions essential for effectiveness with all students in their classrooms.
 - b. School District is a Colorado state school district that provides K-12 education in its local area.
 - c. CMC and School District desire to form an ongoing collaboration whereby CMC compensates the School District for assigning its employees as mentor teachers, instead of hiring them individually as adjunct faculty. Such mentor teachers shall work closely with CMC-based faculty and the program director to provide clinical experiences of sufficient depth, breadth, diversity, coherence, and duration to ensure that candidates demonstrate a positive impact on K-6 students’ learning and development.
 - d. CMC and School District desire to document this collaboration pursuant to the terms stated herein.
2. The School District shall assign mentor teachers to each of CMC’s teacher candidates to perform certain responsibilities and CMC shall pay the School District a honoraria. Such responsibilities are described as follows:
 - a. CMC teacher candidates enrolled in 1 EDU class: Candidates must complete 20 field hours under mentor supervision; mentors also participate in 3- 90 minute trainings/meetings with CMC lead mentors, staff or faculty.
 - Ratio of 1 mentor/2–3 teacher candidates
 - Honorarium: \$300/semester for 1 CMC teacher candidate; \$350 for 2-3 teacher candidates
 - b. CMC teacher candidates enrolled in 2-4 EDU classes: Candidates must complete 4–5 hours/week for 15 weeks under mentor supervision; mentors also participate in 3- 90 minute trainings/meetings with CMC lead mentors, staff or faculty; support candidate planning and teaching; provide coaching

and document candidate progress; and participate in monthly CMC meetings.

- Ratio of 1 mentor/2–3 teacher candidates
 - Honorarium: \$400/semester; \$450 if working with 2-3 teacher candidates
- c. CMC teacher candidates during full-time Internship Year: Candidates must complete 3 full days/week during the fall semester while enrolled in EDU 405, 410, 420, and 430; candidates are in the school full-time while enrolled in EDU 421 and 440 during the spring semester under mentor supervision. Mentors also participate in an 8-hour training; monthly meetings with CMC; weekly meetings for planning, reflection, coaching, and documenting candidate's progress. This full-year internship encompasses the school district's entire school year so that candidates experience beginning of year & end of year practices; often 38 weeks total, varies with school district.
- Ratio of 1 mentor/1 teacher candidate
 - Honorarium: \$600 for fall semester; \$1200 for spring semester
- d. Payment for mentor teachers for CMC teacher candidates who are apprentices shall be:
- Level 2 Apprentice - \$600 per semester
 - Level 3 Apprentice - \$800 per semester
 - Level 4 Apprentice/Teacher of Record - \$1000 per semester
- e. If the teacher candidates' enrollment falls outside any of the parameters described herein, compensation to the School District shall be arranged on a case by case basis using the general guidelines described above.
3. Additional Payments. Mentor teachers may also provide additional payments for additional services as follows:
- a. Teacher of Record mentor shall be paid \$600 per semester.
 - b. Alternative Candidate mentor shall be paid \$400 per semester.
 - c. Endorsement Stipend for mentor teacher is paid at \$1000 per semester
 - d. Returning Mentor Teacher Endorsement stipend is paid at \$1250 per semester
 - e. Lead Mentor Teacher stipend is paid at \$500 per semester
 - f. Curricular work on EDU program materials shall be additional compensation and shall be calculated by estimated time on the project and shall be determined and agreed upon in writing prior to the start of the project work.

- g. Note – some mentor teachers fit into multiple categories (e.g. lead mentor working on mentor teacher endorsement).
 - h. Mentor Teachers can also serve as field supervisors and would receive \$450 per student supervised.
4. Consideration. Other than the honoraria described herein, each party shall bear its own costs and expenses incurred in the performance of this MOU. The School District shall be responsible for all salary, health care coverage, other benefits, fees or other compensation related to the mentor teacher's employment, including all necessary and obligatory payments for workman's compensation insurance, contributions to the Public Employees Retirement Association, tax withholding and unemployment insurance. CMC shall not reimburse the School District for any of these payments.
 5. Personnel. CMC shall have no personnel responsibilities of the mentor teachers and the School District shall remain responsible for all personnel decisions and actions. However, if CMC has concerns about a mentor teacher, CMC shall notify the School District and the School District shall assign the responsibilities to another mentor teacher.
 6. Governmental Immunity. Notwithstanding anything contained to the contrary, any liability of CMC arising out of this MOU shall be subject to the provisions of the Colorado Governmental Immunity Act and any other provisions of the law providing for immunity or limitation of liability including but not limited to §§ 15-21-119 and 121, C.R.S.
 7. Termination. Either party may terminate this MOU without the need for cause and without any liability upon not less than 10 days' written notice to the other party. However, if there are teacher candidates currently performing his or her clinical experience, this MOU shall not terminate until that teacher candidate completes its requirements for that semester.
 8. Modification. This MOU may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this MOU are not permitted.
 9. Applicable Law. This MOU will be interpreted in all respects in accordance with the laws of the State of Colorado.
 10. Appropriations. All financial obligations of CMC subsequent to the fiscal year, ending June 30, are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the College Board of Trustees. This MOU shall not be deemed to create any multiple-fiscal year direct or indirect debt

or other financial obligation whatsoever for purposes of Section 20(4)(b) of Article X of the State Constitution (Amendment 1).

- 11. Term. The term of this MOU shall be from the date signed until June 30, 2026.
- 12. Integration. This MOU and the attached Colorado Law Addendum represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.

SCHOOL DISTRICT
STEAMBOAT SPRINGS SCHOOL
DISTRICT

CMC
COLORADO MOUNTAIN COLLEGE

DocuSigned by:
Dr. Celine Wicks
B468A5AAC6CD4DF...

DocuSigned by:
Julie Hanson
C125B8B71AB0473...

By: Dr. Celine Wicks

By: Julie Hanson

Its: Superintendent

Its: Assistant Vice President of Business Services

6/27/2025

6/27/2025

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
AGENDA ITEM
SUMMARY**

Meeting Date:	August 11, 2025
Agenda Item:	Approval of the minutes for the Board of Education June 16, 2025 Business Meeting
Presented by:	Secretary to the Board
Core Issues:	GP-19: School Board Meetings
Background Info:	Draft of the minutes is included for review and approval.
Policy Implications:	GP-19: School Board Meetings
Fiscal Implications:	None
Options:	<ol style="list-style-type: none"> 1. Approve the Minutes as written. 2. Correct the Minutes then approve.
Backup Memoranda Provided?	Draft of the minutes is included for review and approval.
Recommended Action:	Resolved, that the Board of Education approve the minutes for June 16, 2025, as presented.



STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION BUSINESS MEETING

Minutes
June 16, 2025
4:30 PM

Board Members present: Chresta Brinkman, Lara Craig, Leah Helme, and Katy Lee

Kevin Callahan did not attend the meeting.

District Administration present and presenting: Superintendent Dr. Celine Wicks, Director of Exceptional Student Services Kristen Atwood, and Director of Teaching and Learning Dr. Tim Ridder

1. Business Meeting - Call to Order

Katy Lee called the business meeting to order at 4:30 pm.

2. Pledge of Allegiance

3. Roll Call

Chresta Brinkman was not in attendance for the roll call. Kevin Callahan did not attend the meeting.

Chresta Brinkman joined the meeting at 4:32 pm prior to the motion to approve the agenda.

4. Approval of Agenda

Lara Craig made a motion and Leah Helme seconded to approve the agenda as presented. The motion passed unanimously.

5. Consent Agenda Items

Background information is provided in Boardbook under item 5.

5.1 Employment

5.2 Resignations

5.3 Approval of Memorandum of Understanding with North Park School District for Technology Services for 2025-26

5.4 Approval of Memorandum of understanding with Steamboat Montessori for Technology Services for 2025-26

Katy Lee made a motion and Chresta Brinkman seconded to approve consent agenda items 5.1, 5.2, 5.3, and 5.4 as presented. The motion passed unanimously.

6. Approval of Minutes- June 2, 2025 Workshop and Business Meeting

Background information is provided in Boardbook under item 6.

Leah Helme made a motion and Lara Craig seconded to approve the minutes for the June 2, 2025 workshop and business meeting, as presented. The motion passed unanimously.

7. Reports and Communication

Background information is provided in Boardbook under Item 7.

District Wide Celebrations - Superintendent Dr. Celine Wicks

- SSSH was awarded the CTE Innovation Grant for the 25-26 school year. SSSH and Soroco High School will use grant funds to expand on the current CTE Construction program and shop facilities. SSSH will now be able to offer their own welding program in house and create a well-equipped shop experience that multiple CTE programs can utilize. Thank you to CTE Coordinator, Kirsten Brendtro, SSSD Grant Writer, Emily Beyer, and all of the CTE teachers for their time and energy in making this grant happen.
- SSMS Student Climate & Culture Survey - Staff works tirelessly to meet not only the academic needs of students, but also their social and emotional well-being. 94% of students reported feeling safe at school; 91% said they have a trusted adult at SSMS; 96% shared that they have a trusted peer; 91% feel that the adults at school, care about them and want to help them succeed; 85% are actively involved in school through activities; 86% believe the school promotes an inclusive environment that is accepting of everyone



- SGS has much to celebrate this year, marked by strong academic growth, a thriving school culture, and meaningful community partnerships; SGS met all of their goals outlined in the Early Literacy Grant; SGS has implemented standards-based grading at the middle school level, supporting clearer communication of student progress, and alignment with our instructional goals
- SPE - Leaders from SPE attended a Leadership Academy through the Tointon Institute for Educational Change which focuses on developing and supporting school leaders in Colorado. It offers intensive, relationship-centered academies for principals and teacher leaders, aiming to foster personal growth, strengthen teams, and drive systemic change in schools.
- SCE - Throughout the year, SCE has recognized students' academic achievements. SCE has had the privilege of watching students grow and mature over the years. They know how ready students are for what's next and sends them off into the next chapter, knowing they carry every ounce of Seadog spirit with them.
- District News - District staff work tirelessly throughout the summer to wrap up the academic year, finalize reports and data, and ensure that every detail is in place for a strong start to the upcoming school year. I want to extend my sincere thanks and deep gratitude to all of our District staff- the commitment, professionalism, and hard work do not go unnoticed. These efforts are essential in creating a safe, welcoming, and well-prepared environment for our students, families, and educators

Exceptional Student Services Update - Gifted Education - Director of Exceptional Student Services Director Kristen Atwood

- Presentation is included in Boardbook for review
- Elementary has 18 identified gifted students but this does not include newly identified 3rd grade students
- Secondary (6th-12th) have 264 identified gifted students
- Next year staff - will have 4 FTE that will be student facing; District still needs to hire a .5 FTE for SGS and SSMS
- District has a Gifted Education Advisory Committee (GEAC) that met throughout the year; 3 objectives from GEAC meetings: continue conversations around cluster grouping; build on the work that has already been started for mentorship opportunities; include the new gifted educators team in future discussions
- CMAS 2024 data showing ELA, Math, and Science Achievement and Growth is included in the presentation
- PSAT/SAT 2024 Math, and Reading and Writing Achievement data is included in the presentation
- Schools offer many clubs and enrichment opportunities that benefit gifted students
- Noetic Math will now be twice a year; it is a national assessment that students can opt into - a 45 minute, 20 question test; have fundraising efforts to raise money to pay for the test for students
- District first audit as our own Administrative Unit is scheduled for next spring; Gifted Education Monitoring (GEM)- How is our AU supporting gifted learners? Determine compliance; include our new GT team in discussions
- Katy Lee - describe clustering; Kristen - cluster kids that have similar ranges of success in reading and math (through data scores); being strategic in how we are grouping kids; can use extra .5 FTE gifted teacher as a resource at SSMS to push into the classrooms for extra support
- Leah Helme - When is cohorting done? Annually? Throughout the year? Kristen - elementary scores are reviewed throughout the year and groups are created; it is trickier at secondary level due to specific student schedules; Robin Alt targets the kids that are on the cusp at the elementary level
- Dr. Wicks - Please talk about the identification process; Kristen - starts with parent and/or teacher recommendations; working to find a reliable screening tool; need tool that provides nonverbal variety testing
- Lara Craig - How long have we been clustering kids in 2 classrooms at SSMS? Kristen - this is my second year and we have 2 of 3 cohorts for past 2 years
- Lara Craig - Would it be possible to have more than one screening test? Kristen - team will be reviewing next year with input from CDE; testing costs money and additional testing will pull money from the implementation of the program to pay for testing
- Kristen - addition of a .5 FTE gifted education teacher at SSMS will provide a co-planning, co-teaching model and we are hopeful to see increase in student achievement data
- Lara Craig - What is our commitment for teacher training? Kristen - Scope and succession professional development is planned for next year; We want to do what we have been doing in a more rigorous fashion; looking at differentiation, and critical thinking to create success in the classroom
- Dr. Wicks - Principal meeting scheduled for Wednesday for a PD wrap up review - kicking off with Dr. Cash
- Leah Helme - What is the process for accelerating students? Kristen - This is mostly a parent decision and they should start the discussion with the classroom teacher and the GT teacher
- Leah Helme - Do we have an identification process for bilingual or special education students? Kristen - We are reviewing the non-verbal component of the screeners available; the GT team will review options and I will report back to the Board



- Chresta Brinkman - Have you provided training for twice exceptional students? Kristen - We had a training for staff in March that provided diagrams and visuals of what to look for in students; We realized increased identification of students from this training
- Lara Craig - 60% of our GT students are twice exceptional; We need to train our teachers at all levels
- Lara Craig - What can we do better? What can we do more? We need to help every kid reach their highest potential; so many things don't go well with cluster grouping if teachers don't have buy in; differentiation is very challenging for teachers
- Kristen - We are hoping that our new system Panorama will provide the opportunity to grab data quickly and accurately
- Leah Helme - What does it look like for parents to join GEAC? Kristen - We encourage anyone that is interested to attend the meetings and be part of the discussion; mentorship work needs to continue; will have data review conversations; We are committed to hearing from all parties
- Dr. Wicks - We are working on a meeting schedule for next year so that SEAC, GEAC, SAC, and DAC meetings don't overlap

End of Year Data Report- Director of Teaching & Learning Dr. Tim Ridder

- Presentation is included in Boardbook for review
- Elementary Early Literacy Grant (ELG) K-3 Goal 1: Students in the well below benchmark category make above average progress or well above average progress achieving grade-level reading proficiency- intended to measure accelerated growth; all schools met this goal
- CDE has a lot of interest in our progress as a District
- Elementary ELG K-3 Goal 2: Students make above-average progress, achieving grade-level reading proficiency; data on page 41 of Boardbook; all schools met this goal
- Elementary ELK K-3 Goal 3: 50% of students scoring below benchmark move up at last one performance category; data on page 43; SGS Grades K-3 EOY % should read 71% (instead of 9); all schools met this goal
- New consultant STRIDE helped with data driven instruction and responsive interventions; We saw increased student growth across benchmark assessments; improved ability to target specific skills deficit
- Dr. Wicks - We have been able to see major growth without having a good state model for reference; Science of Reading is rolling to other grade levels and we are seeing an increase in growth for students
- 6th, 7th & 8th will have new math curriculum adoption; we are working on alignment
- Katy Lee - incredible to see all the growth; our kids are moving forward despite concerns during COVID
- Chresta Brinkman - The Early Literacy Grant will be sunseting; what are our plans? Dr. Ridder - We have a group that is working on transition - habits of good and great teaching; We have one more full year of the grant and it will be in place for the 5th year with less funding; We have highly functional teams with collaboration and support groups in place

Katy Lee made a motion and Lara Craig seconded to acknowledge receipt of reports and communications as presented by the superintendent. The motion passed unanimously.

8. Public Comment - 5:52 pm

No public comment on non agenda items.

9. Action Items

9.1 Approval of the 2025-26 Budget and Adoption of the Appropriation Resolution

Chresta Brinkman made a motion and Leah Helme seconded to approve the FY26 budget and adopt the attached Appropriation Resolution for the FY26 budget, as presented.

- FY26 Budget is included in Boardbook for review
- Preliminary budget was presented to the Board on May 19 for discussion
- Public hearing on the budget was at the June 2nd Board meeting
- The budget may be revised by the Board prior to January 31, 2026
- Board members did not have any changes to the budget at this time

The motion to approve the FY26 budget and adopt the attached Appropriation Resolution for the FY26 budget, as presented, passed unanimously.



9.2 Consideration of Adoption of Resolution 2025-06-02 Authorizing Beginning Fund Balance Expenditures

Katy Lee made a motion and Lara Craig seconded to adopt Resolution 2025-06-02 authorizing the use of a portion of fiscal year 2025-26 Beginning Fund Balance as listed in the resolution.

- Resolution is included in Boardbook for review
- Board members did not have any changes to the resolution

The motion to adopt Resolution 2025-06-02 authorizing the use of a portion of fiscal year 2025-26 Beginning Fund Balance as listed in the resolution, passed unanimously.

9.3 Second Reading and Consideration of Adoption of New Executive Limitations Policy EL-5: Commitment to Accomplishment and Accountability

Katy Lee made a motion and Leah Helme seconded to adopt the new policy EL-5: Commitment to Accomplishment and Accountability, as presented.

- A copy of the draft policy is included in Boardbook for review
- Policy was reviewed at a Board workshop on April 8
- Policy was created based on CASB sample policy
- A first reading of the new policy took place on May 19, 2025
- Board's EL-5: Staff Compensation will be renumbered to EL-13 to match CASB sample policies
- Board members did not have any additional changes for the policy at this time

The motion to adopt the new policy EL-5: Commitment to Accomplishment and Accountability, as presented, passed unanimously.

9.4 Consideration of Adoption of Resolution 2025-06-03 to Renew the Intergovernmental Agreement Concerning the Coordinated Election to be held November 4, 2025, Participate in the Election, and Appointment of a District Designated Election Official

Katy Lee made a motion and Leah Helme seconded to adopt Resolution 2025-06-03 to renew the Intergovernmental Agreement concerning the Coordinated Election to be held November 4, 2025, participate in the election, and appoint Deborah Ginesta as the District's Designated Election Official

- A copy of the resolution and IGA are included in Boardbook for review
- An election will be required to elect two directors for the Board of Education in the November 2025 election
- The District must notify the county clerk in writing by July 25 that the district will participate in the coordinated election
- The Board must take formal action prior to July 25 to participate in the coordinate election and to designate a District election official

The motion to adopt Resolution 2025-06-03 to renew the Intergovernmental Agreement concerning the Coordinated Election to be held November 4, 2025, participate in the election, and appoint Deborah Ginesta as the District's Designated Election Official, passed unanimously.

10. Executive Limitations Policy Review

First reading of consideration of adoption of new policy

- EL-8: School Year Calendar - explanation of review is included on the redlined version included in Boardbook
- Changes include renumbering Board policy EL-8: Staff Hiring and Treatment to EL-12 to match CASB sample policies
- Used CASB sample policy and modified the section about state requirements to reference state requirements and not include specific numbers
- District has an Administrative Policy DO-4 that includes the state requirements for the school year calendar
- Policy will be on the August 11th agenda for a second reading and consideration of adoption

11. Board Member Updates/Comments/Debrief

Leah Helme

- Continue to participate in the CASB Legislative CORE Group
- Attended Yampa Valley Pride event; conversations with SRO Lisa Eifling
- Duke Fitzgerald spoke at a community event - continuing to make a difference

Lara Craig

- Participated in a District Housing Committee meeting

Chresta Brinkman

- Attended the Sound of Music and there were a lot of our thespians in the performance



- Attended the Yampa Valley Sustainability Council opening of new space
- Katy Lee
- Attended the District Housing Committee meeting and reviewed the RFPs
 - Committee is excited to move forward with this work

12. Plan for future meetings

- Board Business Meeting - August 11
- CASB Regional Meeting - August 26
- CASB Annual Convention - December 11-13

Board Workshops

- Board Retreat - Review District Strategic Plan and Priority Discussion - August 12

Coffee with the Board - Off the Beaten Path Bookstore

- TBD - dates to be set in August for the fall

November 4, 2025 Election Timeline

- Call for Nominations - Petitions available for candidates - August 6
- Petitions Due to DEO - with required signatures and documents - August 29
- Cancellation of Election by SSSD (if applicable) - September 2
- Election Day - November 4
- Oath of Office - between November 5 and December 5
- Board Organizational Meeting - between November 5 and December 11

13. Potential Executive Session

Katy Lee made a motion and Chresta Brinkman seconded to move into executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for the purpose of discussing a personnel matter regarding the superintendent's ongoing evaluation. The motion passed unanimously.

Executive session motion was at 6:01 pm. The Executive Session was attended by Chresta Brinkman, Lara Craig, Leah Helme, Katy Lee, and Superintendent Dr. Celine Wicks. The Executive Session convened at 6:05 pm. The executive session was recorded as required by state statute. The Board met in executive session pursuant to CRS 24-6-402(4)(f)(I) for the purpose of discussing a personnel matter regarding the superintendent's ongoing evaluation. The Board met in executive session for 52 minutes.

Executive session concluded at 6:57 pm with no action taken.

14. Adjourn

The Steamboat Springs School District RE-2 Board of Education business meeting adjourned at 6:57 pm.

Board of Education Business Meeting minutes for June 16, 2025 are submitted by: Deb Ginesta, SSSD Administrative Assistant and Secretary to the Board of Education.

Minutes approved by the Board on August 11, 2025:

Katy Lee, President

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
REPORTS & COMMUNICATIONS**

Reports & Communications

- Celebrations SSSD - Superintendent Dr. Celine Wicks
- Staff Survey End of Year Results- Director of Teaching & Learning Dr. Tim Ridder
- Whistler Property Discussion - Superintendent Dr. Celine Wicks
- Staff Affordable Housing Update - Superintendent Dr. Celine Wicks

Action: Acknowledge Receipt of Reports and Communications as presented by the superintendent and staff.



District - Fall 2023

Overall District Score

3.82

Threat Areas Ranked by Highest Disagreement

Threat Area	Average of Total % of Disagree & Strongly Disagree Per Question
Professional Growth	26%
Time & Resources	19%
Leadership Trust & Values Alignment	19%
Personal Safety & Belonging	16%
Ownership & Input	16%
Recognition & Value	11%

Top 5 Questions Scoring Highest In Disagreement

Question	Sum of % of Disagree & Strongly Disagree Responses per Question	Threat Area
*The benefits provided by my district meet my needs.	45%	Personal Safety and Belonging
*My opinions are heard and valued by district leaders.	37%	Ownership and Input
*I see a path for professional advancement in my district.	36%	Professional Growth
*Most days, I have a manageable workload.	36%	Time and Resources
*In the past week, I've received recognition for doing my job well.	33%	Recognition and Value
*My school leader (or other direct supervisor) supports my career aspirations and goals.	23%	Professional Growth
*I feel valued for my work as a teacher.	23%	Recognition and Value
*I am treated fairly by district leaders.	23%	Leadership Trust and Values Alignment

Overall District Score

3.93

Focus Areas Ranked by Highest Disagreement

Threat Area	Average of Total % of Disagree & Strongly Disagree Per Question
Professional Growth	18%
Time & Resources	18%
Recognition & Value	14%
Ownership & Input	11%
Personal Safety & Belonging	11%
Leadership Trust & Values Alignment	7%

District Spring 2024

Top Questions Scoring Highest In Disagreement

Question	Average of Total % of Disagree & Strongly Disagree Responses per Question	Morale Focus Area
*Most days, I have a manageable workload.	31%	Time and Resources
*I see a path for professional advancement in my district.	26%	Professional Growth
*The benefits provided by my district meet my needs.	22%	Personal Safety and Belonging
*In the past year, my district has provided me with opportunities for me to learn and grow as a professional.	22%	Professional Growth
*I feel valued for my work as a professional.	15%	Recognition and Value
*My opinions are heard and valued by district leaders.	15%	Ownership and Input
*I have the materials and resources needed to do my job well.	15%	Time and Resources
*In the past week, I've received recognition for doing my job well. (from an administrator, colleague, student, parent, or community member)	13%	Recognition and Value

Overall District Score

4.08

District Fall 2024

Focus Areas Ranked by Highest Disagreement

Threat Area	Average of Total % of Disagree & Strongly Disagree Per Question
Professional Growth	15%
Time & Resources	13%
Recognition & Value	13%
Ownership & Input	9%
Personal Safety & Belonging	7%
Leadership Trust & Values Alignment	3%

Top Questions Scoring Highest In Disagreement

Question	Sum of % of Disagree & Strongly Disagree Responses per Question	Morale Focus Area
*Most days, I have a manageable workload.	24%	Time and Resources
*I see a path for professional advancement in my district.	21%	Professional Growth
*The benefits provided by my district meet my needs.	18%	Personal Safety and Belonging
*In the past week, I've received recognition for doing my job well.	17%	Recognition and Value
*In the past year, my district has provided opportunities for me to learn and grow as a teacher.	17%	Professional Growth
*My opinions are heard and valued by district leaders.	13%	Ownership and Input
*I have the materials and resources needed to do my job well.	10%	Time and Resources

Overall District Score

3.99

District Spring 2025

Focus Areas Ranked by Highest Disagreement

Chart Area

Threat Area	Average of Total % of Disagree & Strongly Disagree Per Question
Professional Growth	25%
Personal Safety & Belonging	15%
Time & Resources	17%
Recognition & Value	8%
Leadership Trust & Values Alignment	6%
Ownership & Input	6%

Top Questions Scoring Highest In Disagreement

Question	Sum of % of Disagree & Strongly Disagree Responses per Question	Morale Focus Area
The benefits provided by Steamboat Springs School District meet my needs.	42%	Personal Safety and Belonging
I see a path for professional advancement in Steamboat Springs School District.	33%	Professional Growth
In the past year, Steamboat Springs School District has provided opportunities for me to learn and grow as a professional.	33%	Professional Growth
My opinions are heard and valued by district leaders.	17%	Ownership and Input
Most days, I have a manageable workload.	25%	Time and Resources
In the past week, I've received recognition for doing my job well.	17%	Recognition and Value
Steamboat Springs School District's mission and values are reflected in the actions of district leaders.	8%	Leadership Trust and Values Alignment
I feel valued for my work as a professional.	8%	Recognition and Value
I am treated fairly by district leaders.	10%	Leadership Trust and Values Alignment
I have the materials and resources needed to do my job well.	17%	Time and Resources

Reflections

Red Circles

- Growth within the district in the last 2 years
 - Staff have a higher perception of SSSD in 24/25 vs. 23/24
- Slight regression between Fall 2024 and Spring 2025
 - Had to dig a little deeper to see why a regression happened - Good points on which to reflect

Green Squares

- Time and Resources
 - Manageable Workload dropped in disagreement by 5% between Spring 24 & 25
- Recognition and Value
 - Dropped from 14% Spring 2024 to 8% 2025
 - Question - I feel valued for my work as a professional decreased from 15% Spring 2024 to 10% Spring 2025
- Professional growth consistently high as a threat
 - Professional advancement has consistently been a question with high disagreement
 - Increase in Spring 2025 - SSSD provided opportunities for teachers/ staff to grow
- Personal safety and belonging
 - Tied to perceptions of benefits provided in our district

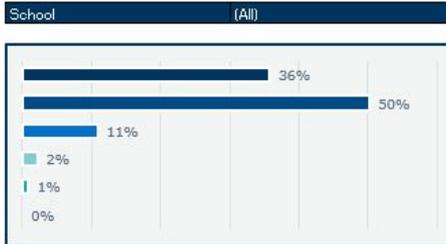
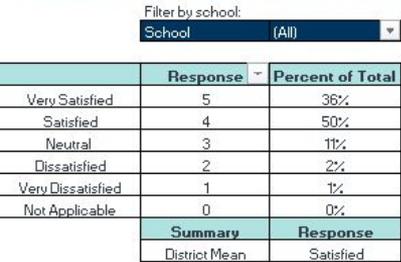
Questions highlighted on this slide are in a blue box (progression) orange box (regression) on the following pages

District - Fall 24

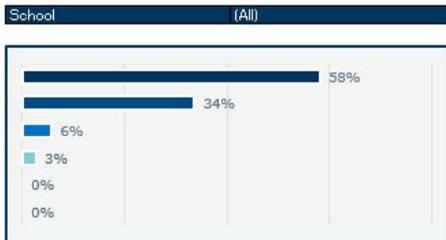
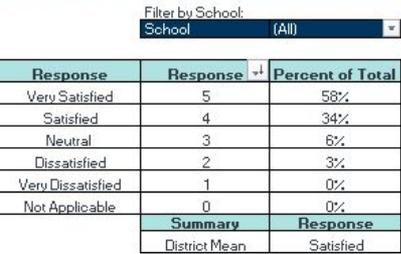
Spring 25

Measurement and Progress

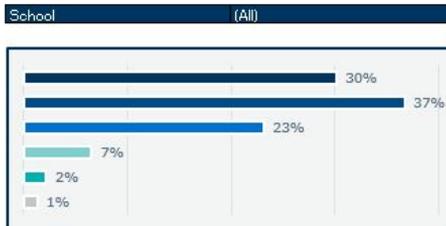
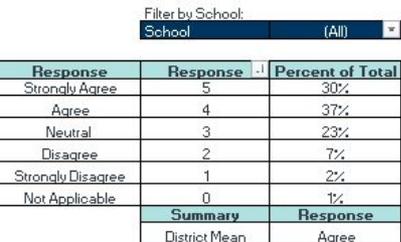
How would you rate your overall satisfaction level with: My School District



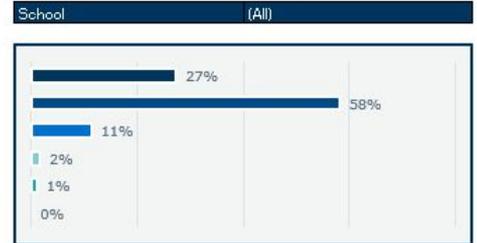
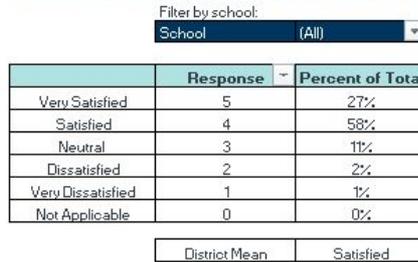
How would you rate your overall satisfaction level with: My School



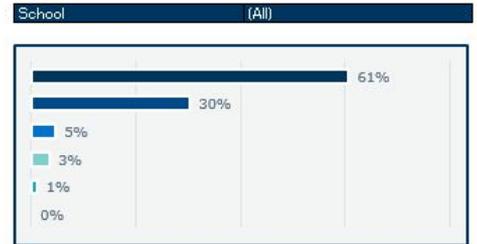
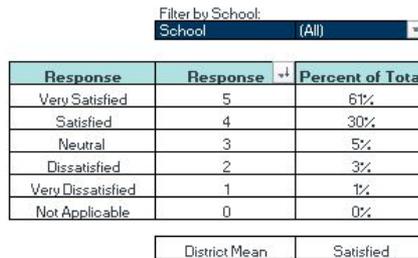
District leadership has communicated clear actions they will take in response to previous teacher survey results.



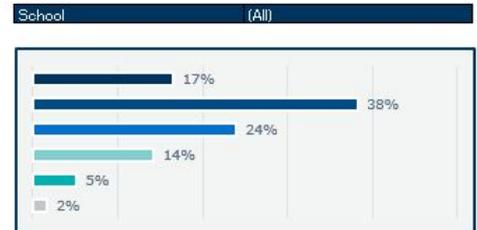
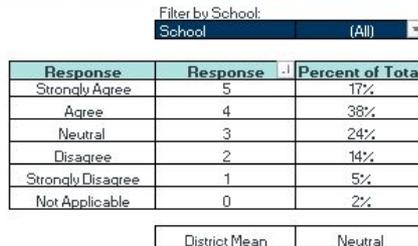
I rate my overall satisfaction with Steamboat Springs School District as ...



I rate my overall satisfaction with my school(s)/work location as ...



District leadership has communicated clear actions they will take in response to previous teacher survey results.



Personal Safety and Belonging

District - Fall 2024

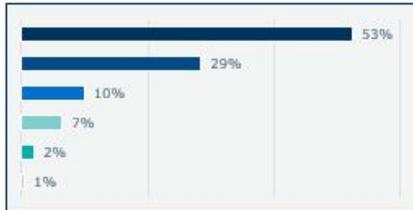
"I feel safe at school."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	53%
Agree	4	29%
Neutral	3	10%
Disagree	2	7%
Strongly Disagree	1	2%
Not Applicable	0	1%
Summary		Response
District Mean		Agree

School (All)



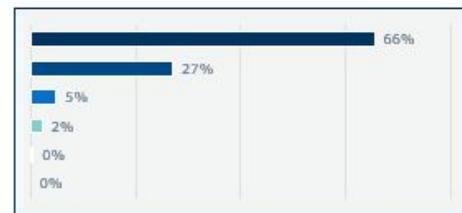
"I am treated fairly by my colleagues."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	66%
Agree	4	27%
Neutral	3	5%
Disagree	2	2%
Strongly Disagree	1	0%
Not Applicable	0	0%
Summary		Response
District Mean		Strongly Agree

School (All)



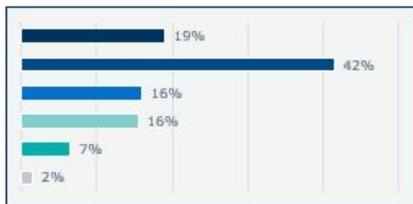
"The benefits provided by my district meet my needs."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	13%
Agree	4	42%
Neutral	3	16%
Disagree	2	16%
Strongly Disagree	1	7%
Not Applicable	0	2%
Summary		Response
District Mean		Agree

School (All)



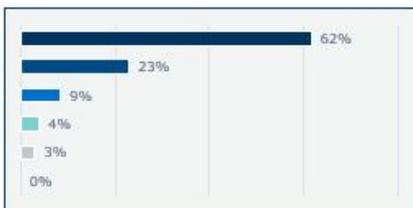
"Someone seems to care about me at school."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	62%
Agree	4	23%
Neutral	3	9%
Disagree	2	4%
Strongly Disagree	1	3%
Not Applicable	0	0%
Summary		Response
District Mean		Agree

School (All)



Personal Safety and Belonging

District - Spring 2025

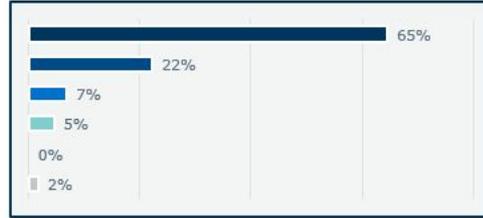
*I feel safe at school.

Filter by school:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	65%
Agree	4	22%
Neutral	3	7%
Disagree	2	5%
Strongly Disagree	1	0%
Not Applicable	0	2%



District Mean Agree

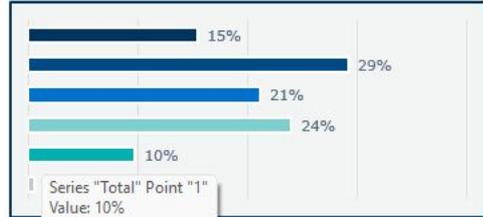
The benefits provided by Steamboat Springs School District meet my needs.

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	15%
Agree	4	29%
Neutral	3	21%
Disagree	2	24%
Strongly Disagree	1	10%
Not Applicable	0	1%



District Mean Neutral

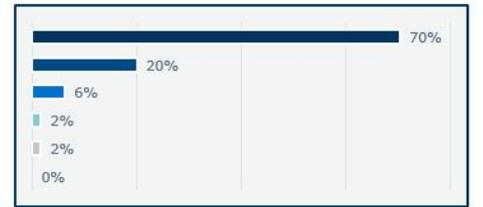
Someone seems to care about me at my school(s)/work location.

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	70%
Agree	4	20%
Neutral	3	6%
Disagree	2	2%
Strongly Disagree	1	2%
Not Applicable	0	0%



District Mean Series "Total" Point "1" Value: 10%

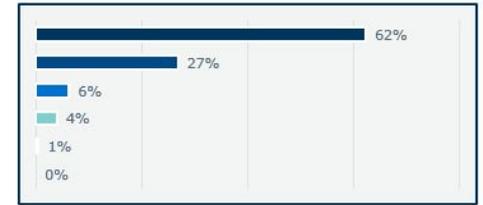
I am treated fairly by my colleagues.

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	62%
Agree	4	27%
Neutral	3	6%
Disagree	2	4%
Strongly Disagree	1	1%
Not Applicable	0	0%



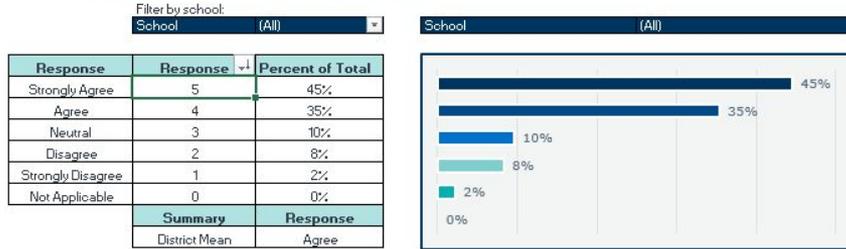
District Mean Agree

District - Fall 24

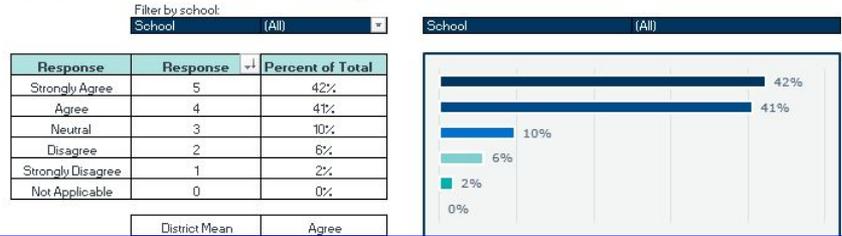
Spring 25

Time and Resources

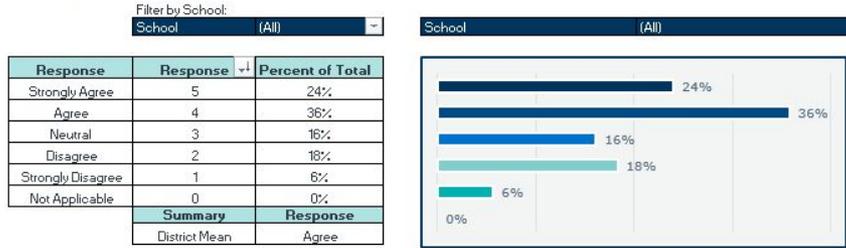
I have the materials and resources needed to do my job well.



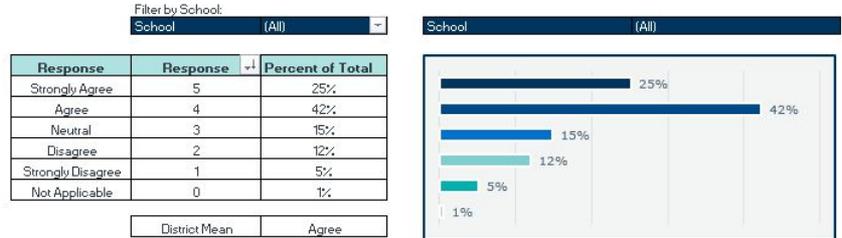
I have the materials and resources needed to do my job well.



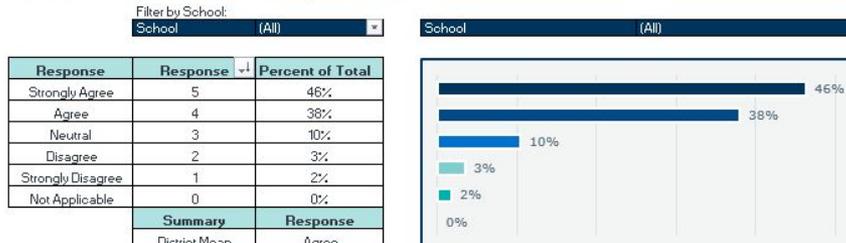
Most days, I have a manageable workload.



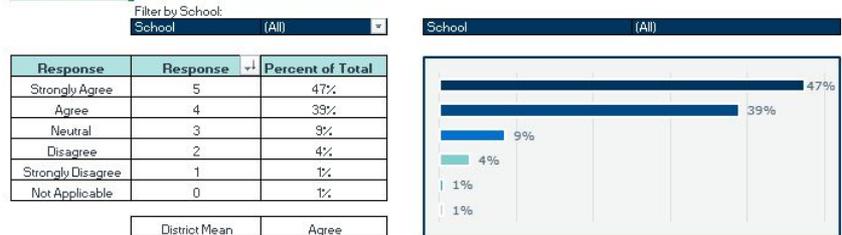
Most days, I have a manageable workload.



I have the training and skills I need to do my best at work.



I have the training and skills I need to do my best at work.



Leadership Trust and Values Alignment

District - Fall 2024

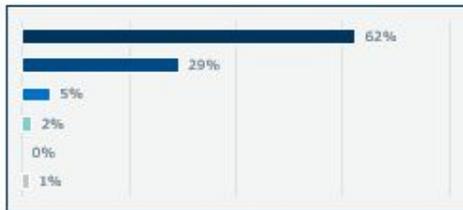
"I understand how my daily work contributes to my school district's mission."

Filter by School:

School (All)

Response	Response **	Percent of Total
Strongly Agree	5	62%
Agree	4	29%
Neutral	3	5%
Disagree	2	2%
Strongly Disagree	1	0%
Not Applicable	0	1%
Summary		Response
District Mean	Strongly Agree	

School (All)



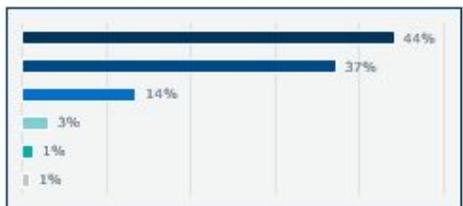
"My district's mission and values are reflected in the actions of district leaders."

Filter by School:

School (All)

Response	Response **	Percent of Total
Strongly Agree	5	44%
Agree	4	37%
Neutral	3	14%
Disagree	2	3%
Strongly Disagree	1	1%
Not Applicable	0	1%
Summary		Response
District Mean	Agree	

School (All)



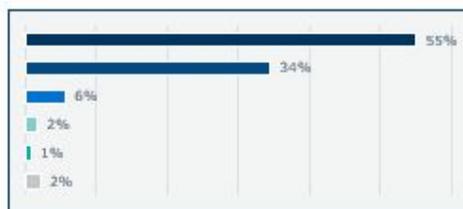
"My district's mission and values are reflected in the actions of school leaders."

Filter by School:

School (All)

Response	Response **	Percent of Total
Strongly Agree	5	55%
Agree	4	34%
Neutral	3	6%
Disagree	2	2%
Strongly Disagree	1	1%
Not Applicable	0	2%
Summary		Response
District Mean	Agree	

School (All)



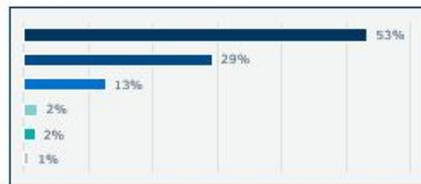
"I am treated fairly by district leaders."

Filter by School:

School (All)

Response	Response **	Percent of Total
Strongly Agree	5	53%
Agree	4	29%
Neutral	3	13%
Disagree	2	2%
Strongly Disagree	1	2%
Not Applicable	0	1%
Summary		Response
District Mean	Agree	

School (All)



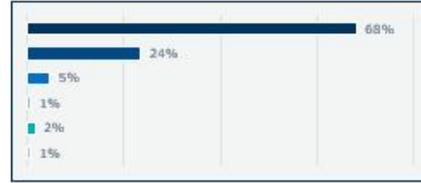
"I am treated fairly by school leaders."

Filter by School:

School (All)

Response	Response **	Percent of Total
Strongly Agree	5	68%
Agree	4	24%
Neutral	3	5%
Disagree	2	1%
Strongly Disagree	1	2%
Not Applicable	0	1%
Summary		Response
District Mean	Strongly Agree	

School (All)



Plot Area Area

Analyze the Data

Use the data to answer:

- How does the 'Leadership Trust and Values Alignment' threat area rank amongst the others in terms of disagreement? (Hint: Check the Overview tab)

Type answer here:

- Which question within this threat area ranks as one with the highest disagreement levels overall? (Hint: Check the Overview tab)

Type answer here:

- For the highest disagreement question in this threat area, what questions would you ask your teachers to better understand this problem?

Type answer here:

Close

Leadership Trust and Values Alignment

District - Spring 2025

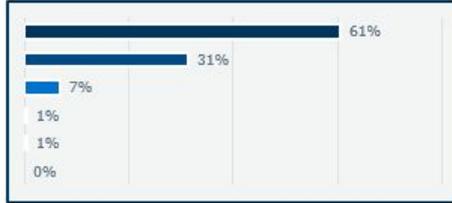
I understand how my daily work contributes to Steamboat Springs School District's mission.

Filter by school:
School (All)

Response	Response	Percent of Total
Strongly Agree	5	61%
Agree	4	31%
Neutral	3	7%
Disagree	2	1%
Strongly Disagree	1	1%
Not Applicable	0	0%

District Mean Strongly Agree

School (All)



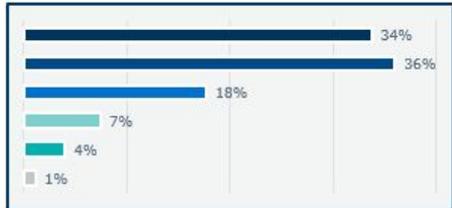
Steamboat Springs School District's mission and values are reflected in the actions of district leaders.

Filter by School:
School (All)

Response	Response	Percent of Total
Strongly Agree	5	34%
Agree	4	36%
Neutral	3	18%
Disagree	2	7%
Strongly Disagree	1	4%
Not Applicable	0	1%

District Mean Agree

School (All)



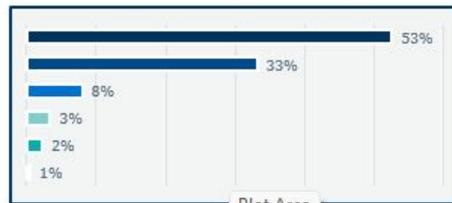
Steamboat Springs School District's mission and values are reflected in the actions of school leaders.

Filter by School:
School (All)

Response	Response	Percent of Total
Strongly Agree	5	53%
Agree	4	33%
Neutral	3	8%
Disagree	2	3%
Strongly Disagree	1	2%
Not Applicable	0	1%

District Mean Agree

School (All)



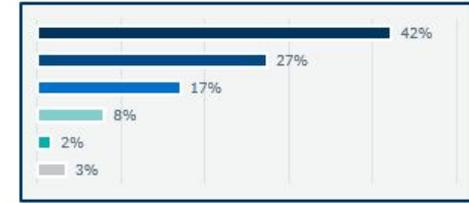
I am treated fairly by district leaders.

Filter by School:
School (All)

Response	Response	Percent of Total
Strongly Agree	5	42%
Agree	4	27%
Neutral	3	17%
Disagree	2	8%
Strongly Disagree	1	2%
Not Applicable	0	3%

District Mean Agree

School (All)



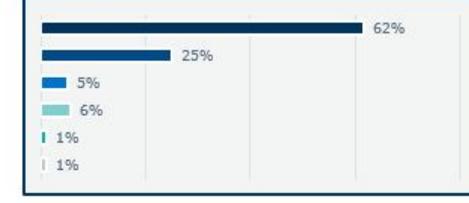
I am treated fairly by school leaders.

Filter by School:
School (All)

Response	Response	Percent of Total
Strongly Agree	5	62%
Agree	4	25%
Neutral	3	5%
Disagree	2	6%
Strongly Disagree	1	1%
Not Applicable	0	1%

District Mean Agree

School (All)



Plot Area

District - Fall 24

Spring 25

Ownership and Input

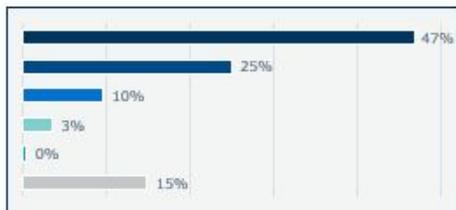
"I have ownership and control over my teaching practice and my classroom."

Filter by school:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	47%
Agree	4	25%
Neutral	3	10%
Disagree	2	3%
Strongly Disagree	1	0%
Not Applicable	0	15%
Summary		Response
District Mean		Agree



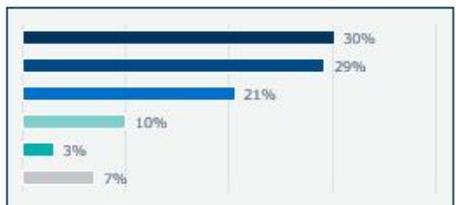
"My opinions are heard and valued by district leaders."

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	30%
Agree	4	29%
Neutral	3	21%
Disagree	2	10%
Strongly Disagree	1	3%
Not Applicable	0	7%
Summary		Response
District Mean		Agree



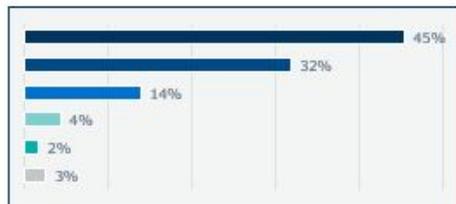
"My opinions are heard and valued by school leaders."

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	45%
Agree	4	32%
Neutral	3	14%
Disagree	2	4%
Strongly Disagree	1	2%
Not Applicable	0	3%
Summary		Response
District Mean		Agree



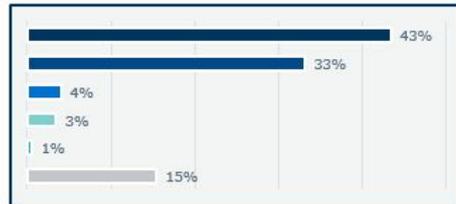
"I have ownership and control over my teaching practice and my classroom."

Filter by school:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	43%
Agree	4	33%
Neutral	3	4%
Disagree	2	3%
Strongly Disagree	1	1%
Not Applicable	0	15%
Summary		Response
District Mean		Agree



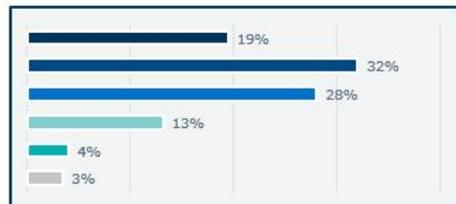
"My opinions are heard and valued by district leaders."

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	19%
Agree	4	32%
Neutral	3	26%
Disagree	2	13%
Strongly Disagree	1	4%
Not Applicable	0	3%
Summary		Response
District Mean		Agree



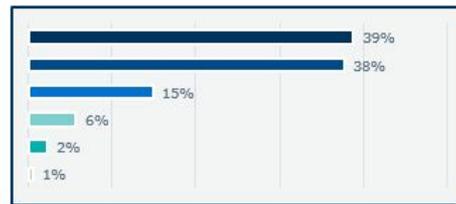
"My opinions are heard and valued by school leaders."

Filter by School:

School (All)

School (All)

Response	Response	Percent of Total
Strongly Agree	5	39%
Agree	4	38%
Neutral	3	15%
Disagree	2	6%
Strongly Disagree	1	2%
Not Applicable	0	1%
Summary		Response
District Mean		Agree



District - Fall 24

Spring 25

Recognition and Value

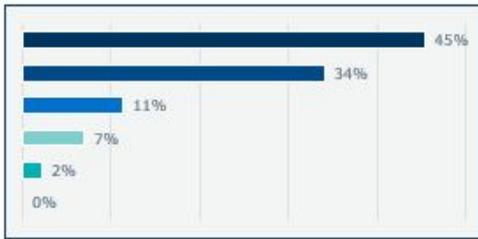
Compared to Spring 2024 - 15%

"I feel valued for my work as a teacher."

School (All)

Response	Response	Percent of Total
Strongly Agree	5	45%
Agree	4	34%
Neutral	3	11%
Disagree	2	7%
Strongly Disagree	1	2%
Not Applicable	0	0%
Summary		Response
District Mean		Agree

School (All)

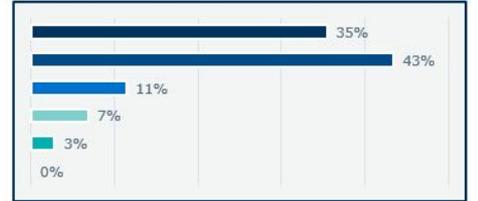


"I feel valued for my work as a professional."

School (All)

Response	Response	Percent of Total
Strongly Agree	5	35%
Agree	4	43%
Neutral	3	11%
Disagree	2	7%
Strongly Disagree	1	3%
Not Applicable	0	0%
Summary		Response
District Mean		Agree

School (All)



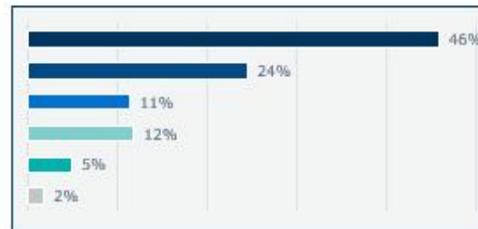
"In the past week, I've received recognition for doing my job well."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	46%
Agree	4	24%
Neutral	3	11%
Disagree	2	12%
Strongly Disagree	1	5%
Not Applicable	0	2%
Summary		Response
District Mean		Agree

School (All)



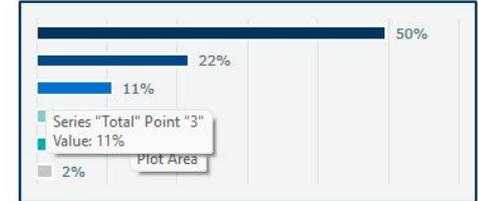
"In the past week, I've received recognition for doing my job well."

Filter by School:

School (All)

Response	Response	Percent of Total
Strongly Agree	5	50%
Agree	4	22%
Neutral	3	11%
Disagree	2	10%
Strongly Disagree	1	5%
Not Applicable	0	2%
Summary		Response
District Mean		Agree

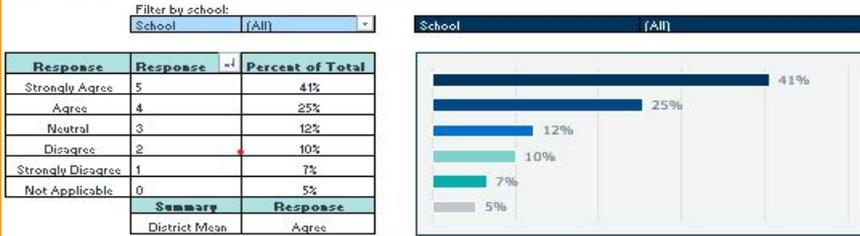
School (All)



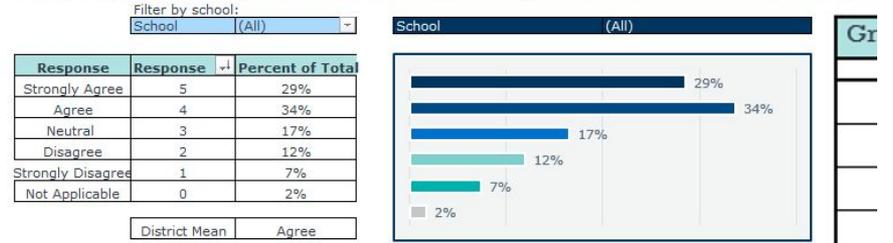
District - Fall 24 & Spring 25

Professional Growth

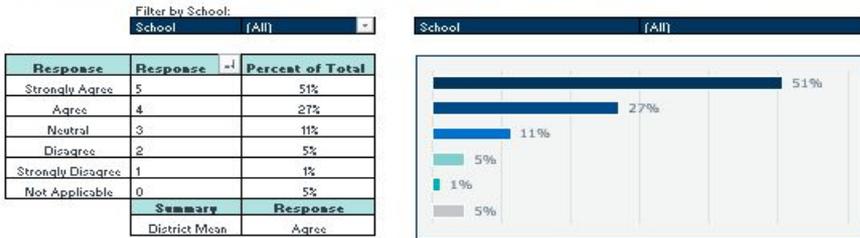
"In the past year, my district has provided opportunities for me to learn and grow as a teacher."



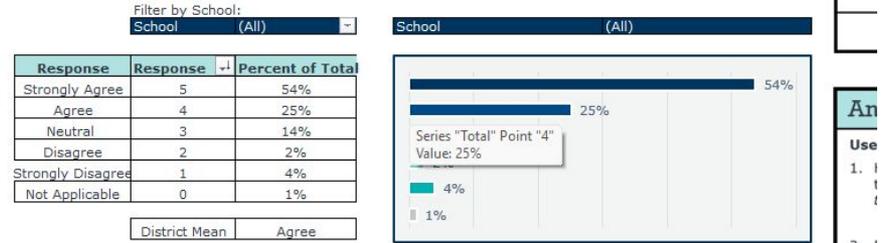
In the past year, Steamboat Springs School District has provided opportunities for me to learn and grow as a professional.



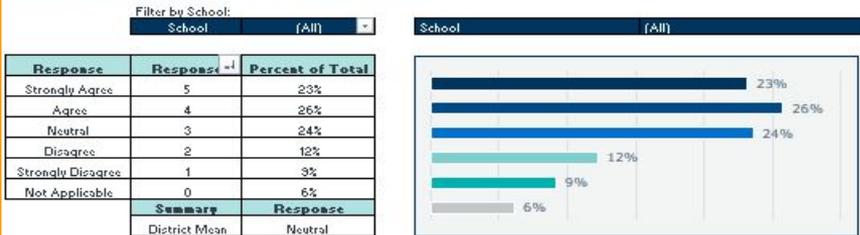
"My school leader (or other direct supervisor) supports my career aspirations and goals."



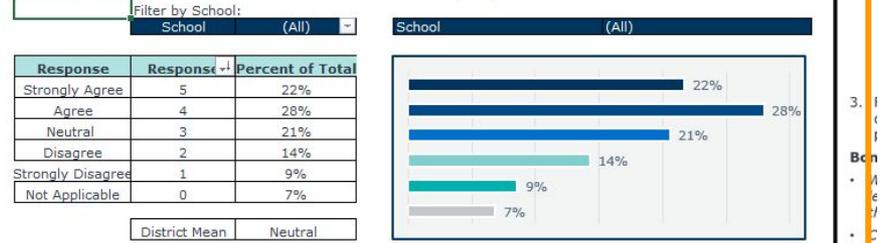
My school leader (or other direct supervisor) supports my career aspirations and goals.



"I see a path for professional advancement in my district."



I see a path for professional advancement in Steamboat Springs School District.



Next Steps

Professional Growth

- Create PD more aligned to - [Effective Teacher Professional Development](#) (Darling-Hammond, et al., 2017)
 - Worked with SSSD Building Admin to provide guidance on 25/ 26 PD.
 - May & June 2025 work sessions
 - [PD Slogan/ Core Areas/ Framework](#)
 - Feedback and continuous improvement with admin and teachers
 - PD throughout the year
 - Culturally responsive - Model Classrooms
 - Math Trainings - Carnegie and Ready Math
 - High Impact Instruction Team - Defining Great Instruction as a district to target PD
- **Panorama Surveys**
 - Data collected from across the country
 - Matches the TLCC Survey
 - It is a cleaner format to organize and review data.

2025/2026 SSSD Professional Development

Anchored in Excellence. Driven by Growth.

SSSD staff will engage in professional development anchored in academic and socio-emotional excellence for all students with a focus on the following core areas:

1. **High Impact Instruction**

Instruction that has the highest impact on student learning. Examples include:

- Strategies aligned to evidence based research.
- Restorative Practices
- Dr Cash's message: Critical thinking skills and classroom engagement for every student.
- Culturally Responsive Learning - Model Classrooms
- Focus on supporting for Multilingual Learners

2. **Professional Learning Communities**

Teachers collaborate to refine and improve instruction through 4 guiding questions:

- Where do we want students to grow and what do we want students to learn?
- How will we know if students are growing and what students have learned?
- How will we teach it? What practices support student growth and learning?
- What will we do when students DO learn it or reach proficiency before expectations? What will we do if the students are not learning?

3. **Curricular Resource Adoption**

Staff going through the curricular resource adoption process will:

- Be trained using Guaranteed and Viable Curriculum (or) pilot a curricular resource of high quality which positively impacts student learning.
- Training - Company based training
- Practice and Support - Utilize new resources to continuously improve practices & access district and school staff to review work
- Reflect - What is staff learning? What are the results of student learning? What needs to be improved?

Topics - District PD 8/13 & 8/14

Morning 8/13 - Dr. Cash

Infusing Rigor through Critical Reasoning and Creativity

Rigor is often misunderstood as simply making tasks harder or increasing the quantity of work. In reality, rigor for all students can be accomplished through the planned and regular use of critical reasoning and creativity. Critical reasoning is the disciplined habit of evaluating information, arguments and problems with clarity and logic. Whereas creativity is the power to imagine new possibilities, generate novel solutions, and synthesize ideas. The interplay between critical reasoning and creativity is the crucible of innovation and deep understanding, the essentials for success and lifelong learning. This highly interactive workshop will provide you with ready-to-apply strategies and techniques for infusing rigor into every classroom for every learner (pre-K-12)

Afternoon 8/13 (Choice)

- Dr. Cash - Follow Up
- CPI/ CPR Training
- Restorative Practices Training

8/14 (Required)

- Resource Adoption - Pilots and Adoptions
- Early Literacy Training
- CU Science Training
- Intervention System Training
- Counselor System Training

8/14 (Choice)

- Multilingual Learner training
- Restorative Practices Training
- Home Visits
- CPR

2025/2026 School Year - PD Days

	9/19/25	10/20/25	2/6/26	3/23/26	5/15/25
Morning	Buildings	<i>Commitment not to start until 9:00am</i> Ed Camp & TBD SPED/ GE/ SSP - Kristen & SSP - Shelby	Buildings	<i>Commitment not to start until 9:00am</i> (B or D) High Impact Instruction PLCs Curricular Resource Adoption - Aligned PD SPED/ GE/ SSP - Kristen SSP - Shelby	All day in building
Afternoon	Generative AI training - TBD	Buildings	Ed Camp & TBD SPED/ GE/ SSP - Kristen & SSP - Shelby	Buildings	All day in building

PUBLIC COMMENT DURING A BOARD OF EDUCATION MEETING

Thank you for your interest in the public comment portion of this board meeting. This meeting is being recorded and live streamed and available to view on the District's website.

All wishing to speak during public comment on items on the current agenda or not on the current agenda must be physically present at the Board meeting to address the board. Electronic participation via Zoom is not available when the Board is meeting in person.

Community Comments

The Board Chair will call for Community Comment(s) relating to items/issues not on the current agenda. The Board Chair will begin by reading this statement:

- Any members of the public wishing to speak about issues not on the current agenda or items that are on the agenda are requested to fill in the speaking log, providing your name, address and who you are representing.
- Comments are limited to 3 minutes. If four or more people wish to address the board on a single topic, the board may allot 12 minutes for a collective view.
- Speakers' comments and questions should deal with a topic related to matters of the school district.
- Speakers' remarks should be suitable for an audience that includes children.
- Individual personnel matters and comments about individual students should be sent to the Superintendent in writing with your signature in place of commenting publicly.
- Out of respect for the guests attending the Board meeting, the Board may limit public comment to 30 minutes. Registered speakers not part of the first 30 minutes, will be heard at the conclusion of the meeting.
- No action shall be taken during this portion of the meeting. Any public comment requiring additional discussion or action by the Board must be placed on a future agenda
- This meeting is being recorded and live streamed and is also available to view on the District's website. All wishing to speak during public comment will need to be present at the meeting at Sleeping Giant School.

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
AGENDA ITEM
SUMMARY**

Meeting Date:	June 16, 2025
Agenda Item:	Second Reading and Consideration of Adoption of New Executive Limitations Policy EL-8: School Year Calendar
Presented by:	Katy Lee
Core Issues:	Pursuant to GP-14: Development and Revision of Board Policy, after the second reading, the policy revisions may be adopted, with or without amendments, by approval of a majority of the Board. A first reading of the new policy took place on June 16, 2025. Board previous policy EL-8 was formerly known as Staff Hiring and Treatment, which will be renumbered and renamed to EL-12: Staff Treatment to match CASB sample policies.
Background Info:	Copy of the new policy is included in the packet for review
Policy Implications:	GP-1: Governance Commitment; GP-14: Development and Revision of Board Policy
Fiscal Implications:	None
Options:	<ol style="list-style-type: none"> 1. To adopt the new policy as presented 2. To make amendments to the policy and adopt with stated amendments, as amended
Backup Memoranda Provided?	Copy of the revised policy is included in the packet for review
Recommended Action:	Resolved, that the Board of Education adopt the new policy EL-8: School Year Calendar, as presented.

School Year Calendar

The District Superintendent will prepare and adopt a district calendar or individual school calendars for the next school year that provide for the number of instruction and contact hours/days ~~determined~~ approved by the Board and include the dates for all staff in-service programs that best meet the instructional needs of students.

Accordingly, the District Superintendent will:

1. Take reasonable steps to allow for public input from parents and teachers prior to scheduling the dates for staff in-service programs;
2. Take reasonable steps to provide a copy of the calendar to all parents/ guardians of students enrolled in District schools;
3. Give adequate and timely notice to students, parents, and teachers of no less than 30 days of any change in the calendar, except for emergency closings or other unforeseen circumstances;
4. Implement a calendar that meets all applicable state requirements for minimum hours of student/instruction/contact time, including provisions under state law for staff development, and parent teacher conferences; ~~Implement a school calendar that plans for more than 990 (minimum) hours of student/instruction/contact time for elementary students and 1,080 (minimum) hours of instruction/contact time for secondary students, including provisions under state law for staff development and parent teacher conferences, ¶~~
5. ~~Implement a school year calendar that provides for more than 160 (minimum) instruction/contact days; and~~
5. Consider a reasonable balance between the instructional needs and the extracurricular obligations of students.

Adopted ~~March 2025~~ August 11, 2025
 Monitoring Method: Internal Report
 Monitoring Frequency: Annually in May

Legal References: C.R.S. 22-1-112(school year and national holidays)
 C.R.S. 22-32-109(1)(n)(Board duty to determine number of instructional/contact hours/days)
 C.R.S. 22-33-102(1)(definition of academic year)
 C.R.S. 22-33-104(1)(compulsory attendance law)
 C.R.S. 22-44-115.5(fiscal emergency)

6-16-25 - Revised version of CASB sample policy EL-8 was reviewed by the Board as a first reading and consideration of adoption of this new Board policy. This version was created following a review by Katy Lee and Kevin Callahan using a CASB sample policy. The Board plans to have a second reading and consideration of adoption of this version at the August 11, 2025 Board meeting.

The Board's previous EL-8 was called Staff Hiring and Treatment. That policy was renumbered and renamed to EL-12: Staff Treatment on June 2, 2025.

The notes below reflect the journey this policy took starting with a Board review in March 2025:

Sample policy created for Board to review March 2025 based on sample policy provided by CASB. District's EL-8: Staff Hiring and Treatment may be renumbered if the Board decides to adopt the School Year Calendar CASB version.

DO-4: School Year Calendar is currently a District Admin policy - Admin policies provides specific instructions on creating/revising District school calendars - We should have both policies if Board decides to adopt EL-8: School Year Calendar

The below information is based on a review with CASB regarding the difference between the Board calendar policy and the District calendar policy and the Colorado Revised Statutes about instruction hours and compulsory attendance.

CRS 22-32-109(1)(n)(Board duty) states that instruction/contact hours for elementary is minimum of 990 and secondary is minimum of 1080

CRS 22-33-104(1)(compulsory attendance law) states that instruction/contact hours for elementary is a minimum of 968 and secondary is minimum of 1056

3-7-25 emailed CASB about the difference in state statute requirements- CASB response to instruction hour minimums:

State law establishes the school year as outlined below. The actual hours of teacher-student instruction may be reduced for parent/teacher conferences, staff in-service programs, and closings due to student health, safety, or welfare concerns to 1056 hours for secondary students, 968 hours for elementary students other than kindergartners, 870 hours for full-day kindergarten students, and 435 hours for half-day kindergarten students. In no case may a school schedule fewer than 160 days without specific prior approval of the commissioner of education, whether utilizing in-person instruction or remote learning (synchronous and asynchronous) time. [C.R.S. 22-32-109 (1)(n)].

Teacher-Pupil Instruction Minimum Hours/Days

Half-Day Kindergarten 450 hours (can be reduced to 435 hours) 160 days*

Full-Day Kindergarten 900 hours (can be reduced to 870 hours) 160 days*

Elementary (besides kindergarten) 990 hours (can be reduced to 968 hours) 160 days*

Secondary 1,080 hours (can be reduced to 1,056 hours) 160 days*

**Not more than 24 hours per school year may be used for parent/teacher conferences and staff in-service programs.*

DRAFT

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025

AGENDA ITEM
BOARD POLICY REVIEW

Background Information:

Pursuant to GP-14: Development and Revision of Board Policy:

Any policy or policy revision proposal that is introduced shall be given a “first reading” by the Board at the scheduled time on the agenda.

First Reading of Revisions to Policy and Consideration of Adoption of New Policies

If the policy or policy revision, with or without amendments, meets with approval of the majority of the Board it will be placed on the agenda for the next monthly business meeting under “Action Items”. This will be the first reading of revisions to the following policies and consideration of adoption of new policies:

GP-19: School Board Meetings - Changes to policy based on CASB policies BE, BEDG, and BEC as reviewed at Board workshop on April 8. Additional notes about the review process are on the last page of the revised document.

GP-19-A: Electronic Participation in School Board Meetings - Changes to policy based on CASB BEAA as reviewed at Board workshop on April 8. Additional notes about the review process are on the last page of the revised document.

GP-7: Committee Structure - Changes to policy based on review of CASB sample policy GP-7. Additional notes about the review process are on the last page of the revised document.

GP-8: Agenda Planning - Changes to policy based on review of CASB sample policy GP-8. Additional notes about the review process are on the last page of the revised document.

GP-15: Public Participation at School Board Meetings - Changes to policy based on review of CASB sample policy BEDH. Additional notes about the review process are on the last page of the revised document.

GP-17: Accreditation - Changes to policy based on review of CASB sample policy AED. Additional notes about the review process are on the last page of the revised document.

E-1: Mission, Vision, and Beliefs - fka R-1;R-2. Following the Board’s policy review based on CASB sample policies, the Board will rename Results policies to Ends policies to match CASB. The wording within the Board’s new Ends policies matches the Board’s previous Results policies which is based on the District’s Strategic Plan. R-1 will now be named E-1: Mission, Vision, and Beliefs.

E-2: Academic Achievement - fka R-1;R-2. Following the Board’s policy review based on CASB sample policies, the Board will rename Results policies to Ends policies to match CASB. The wording within the Board’s new Ends policies matches the Board’s previous Results policies which is based on the District’s Strategic Plan. R-2 will now be named E-2: Academic Achievement.

Note: The use of “will” or “must” is CASB’s recommendation for clarity and consistency moving forward - to the benefit of the general public as well as staff. This change is only for clarity so that policies are more

clear and less ambiguous. Deb Ginesta is recommending that since the Board is considering revisions to these policies that the revisions include changing “shall” to “will” or “must” in accordance with CASB’s previous recommendation.

School Board Meetings

THIS IS A WORK IN PROGRESS - ADDITIONAL REVIEW - SEE NOTES ON LAST PAGE

All meetings of three or more members of the Board at which any public business may be discussed or any formal action taken ~~shall~~ will be open to the public at all times except for periods in which the Board is in executive session. All such meetings will be properly noticed and minutes will be taken and recorded as required by law.

No business may be conducted unless a quorum is present. A quorum ~~shall~~ will consist of a simple majority (more than half) of the members serving on the Board.

A recording ~~shall~~ will be made of regular and special meetings as required by law and at a minimum ~~shall~~ will be an audio recording. Recordings ~~shall~~ must be maintained by the secretary to the Board for 90 calendar days.

Regular Meetings

Regular meetings of the Board of Education ~~shall~~ will typically be held at the Steamboat Springs Middle School, 39610 Amethyst Drive, or as posted on the meeting agenda.

Meetings of the Board ~~shall~~ will typically be held on Mondays as established by the Board of Education Meeting Calendar set by the Board each year. Meetings will begin at 4:30 pm unless otherwise established by the Board.

Special Meetings

Special meetings of the Board may be called by the Board president at any time and ~~shall~~ must be called by the president upon the written request of a majority of the members.

The secretary to the Board ~~shall~~ will be responsible for giving a written notice of any special meeting to each Board member at least 72 hours in advance of the meeting if mailed and 24 hours in advance if hand-delivered personally to the member. The notice must contain time, place, and purpose of the meeting, and names of the members requesting the meeting.

Any member may waive notice of a special meeting at any time before, during or after such meeting, and attendance at a special meeting shall be deemed to be a waiver.

No business other than that stated in the notice of the meeting ~~shall~~ will be transacted unless the item is reasonably related to the subject matter on the notice or an exigency exists. In addition, all members must be present and cast a unanimous vote to amend the agenda.

Work Sessions and Retreats

The Board, as a decision-making body, is confronted with a continuing flow of problems, issues, and needs which require action. While the Board is determined to expedite its business, it is also mindful of the importance of planning, brainstorming, and thoughtful discussion without action. Therefore, from time to time the Board may schedule work sessions or retreats, which ~~shall~~ must be open to the public. No action ~~shall~~ will be taken

during such sessions. Public notice of the session, including the topics for discussion, and study, shall will be provided.

Minutes

Minutes of any Board meeting at which the adoption of any policy or formal action occurs or could occur shall will be taken and promptly recorded. Such records shall will be open to public inspection. Official minutes of the meetings of the Board of Education constitute the written record of all proceedings of the Board. The minutes shallwill include:

1. the nature of the meeting, (whether regular or special), time and place, members present, and approval of the minutes of the preceding meeting or meetings.
2. A record of all actions taken by the Board, the motion, the name of the member making the motion and seconding it; the record of the vote, with the vote of each member recorded. If a vote is taken by secret ballot, the outcome of the vote will be recorded contemporaneously in the minutes. Reports and documents related to a formal motion may be omitted if they are referred to by title and date.
3. ~~The Board must make a~~ recording of each regular and special meeting of the Board at which votes are taken and recorded and shallwill make the recording available to the public. The Board, at its discretion, shallwill use appropriate technology available at the time the recording is made and shallwill, at a minimum, make an audio recording. Such recordings shallwill be retained by the secretary to the Board for a minimum of 90 calendar days.
4. ~~The minutes shall include a~~ record of all business that comes before the Board through reports of the superintendent and others and through communications from the staff and the public.
5. ~~and~~ The names of all persons who speak before the Board and the topic of their remarks.
6. ~~The Board minutes should include a~~ record that an executive session was held (if the Board convened in executive session), including the names of those present and the topic of discussion, unless including names of individuals would reveal information that should remain confidential, the specific citation of the statute that authorizes the Board to meet in executive session, and the amount of time that each topic was discussed in executive session.
7. The record of adjournment.

The official minutes will be signed by the secretary to the Board. Following their approval, the official copy also will be signed by the president of the Board of Education. The official minutes will be in the custody of the secretary to the Board and will be made available to the public in accordance with the requirements of applicable state law.

Executive Sessions

All meetings of the Board must be open to the public except that at any regular or special meeting the Board may proceed into executive session upon affirmative vote of two-thirds of the quorum present.

The Board will not make final policy decisions nor will any resolution, policy or regulation be adopted or approved nor will any formal action of any kind be taken during any executive session.

Prior to convening in executive session, the Board must announce the topic of the executive session which must be reflected in the minutes. The Board must include the specific citation to statute authorizing it to meet in executive session when it announces the session, and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which executive session is authorized.

The Board may hold an executive session for the sole purpose of considering any of the matters as listed in Colorado Revised Statute 24-6-402(4).

Only those persons invited by the Board may be present during any executive session regardless of the topic of the session (including personnel matters).

~~The Board must cause an electronic recording to be made of the executive session in accordance with applicable law. Such record must be retained by the Board for 90 days following the session. The Board is required to electronically record executive sessions, which shall must include the specific statutory citation to the executive session law that allows the Board to meet in executive session. However, if the executive session is held to discuss an individual student matter, the Board is not required to make an electronic or written record of the executive session. If the executive session is held to receive legal advice from an attorney on a particular matter, an electronic record must be made of the statutory citation to the executive session law that allows the Board to meet in executive session to receive legal advice, but the Board is not required to make an electronic or written record of the discussion that occurs in executive session, on the basis that it constitutes privileged attorney-client communication. Only those persons invited by the Board may be present during any executive session regardless of the topic of the session (including personnel matters). The Board shall cause an electronic recording to be made of the executive session in accordance with applicable law. Such record shall be retained by the secretary to the Board for 90 days following the session.¶¶~~

LEGAL REFS: C.R.S. 22-32-106 (duties of the secretary)

C.R.S. 22-32-108(5) (board meetings)

C.R.S. 24-6-401-et seq. (Colorado Sunshine Law)

C.R.S. 24-5-402(open meetings law)

C.R.S. 24-6-402(2)(d)(IV)(outcome of a secret ballot vote must be recorded contemporaneously in the minutes)

C.R.S. 22-32-109(1)(e)(specific duties of the board)

C.R.S. 24-6-402(2)(d)(II)(open meetings law-minutes)

C.R.S. 22-32-108(5)(d)(executive session minutes)

C.R.S. 22-32-108(7)(a)(a board member who participates

electronically in conformance with the board's policy on electronic meeting participation is considered "present")

C.R.S. 22-32-109.4(4)(Board meeting "at which a collective bargaining agreement is discussed" must be open to the public)

CROSS REFERENCE: GP-19-A: Electronic Participation in School Board Meetings
C-2: Public’s Right to Know/Freedom of Information

Originally Adopted: September 14, 2009

Latest Revision: 2025
September 11, 2023

Revised: March 28, 2022
February 12, 2018
September 8, 2014
December 9, 2013
October 22, 2012
March 1, 2010

Monitoring Method: Board self-assessment
Monitoring Frequency: Annually in August

Policy was reviewed at Board Policy Workshop on 4-8-25. Kevin and Leah volunteered to do additional review - Deb completed the review and it was determined that GP-19 aligns with CASB policies BE, BEDG, and BEC; CASB sample policies were incorporated into Board Policy GP-19 and Deb's recommendation is to move forward with the revised version; this had previously been reviewed by Caplan and Earnest in 2021 and recommendation to adopt CASB policies was approved at that time. Deb is recommending that we don't list all the statutes for executive session but just the overarching statute C.R.S. 24-6-402 (much cleaner)

Electronic Participation in School Board Meetings

THIS IS A WORK IN PROGRESS - SEE NOTES ON THE LAST PAGE

The Board recognizes that in-person attendance at meetings is preferred as it promotes effective communication and collegial relationships among Board members, and between members of the Board and their constituents.

A Board member may attend and participate by electronic means in regular or special meetings of the Board, in accordance with this policy and state law. For purposes of this policy, electronic means ~~shall~~will be defined as attendance via telephone, video or audio conference, or other synchronous electronic means.

Board members may attend and participate by electronic means in meetings when extenuating circumstances prevent the member from physically attending the meeting. For purpose of this policy, extenuating circumstances means the Board member's personal, family, work or military obligations present an irreconcilable scheduling conflict; inclement weather and/or unsafe driving conditions prevent the member from physically attending the meeting; or when the Board president, or in his or her absence or inability, the vice-president, announces in the notice of the meeting that public health, safety or welfare considerations warrant Board member participation by electronic means.

Board members may also attend and participate by electronic means in the event of an emergency or re-scheduled board meeting after giving notice to the Board president at the earliest opportunity following the announcement of the emergency or re-scheduled meeting. An emergency meeting means a meeting called with less than seven days' notice. A re-scheduled meeting means an approved meeting that deviates from the originally agreed upon schedule of Board meetings. Emergency and re-scheduled meetings will not be included in the electronic maximum participation for the school calendar year. If the Board president anticipates that all Board members will be participating electronically, the Board secretary ~~shall~~must provide public notice of the location of such special meeting with at least 24 hours' notice.

A meeting at which one or more Board members attend and participate by electronic means ~~shall~~must be open to the public, except for periods in which the Board is in executive session. A quorum of the Board may be established by a sufficient number of Board members being physically or electronically present at the meeting .

The electronic means used ~~shall~~will allow the public to hear the comments made by the Board member(s) participating by electronic means and allow the Board member(s) to hear the comments made by the public. A Board member participating by electronic means will be included in the recording of the Board meeting.

The Board ~~shall~~will have a procedure in place to ensure that any Board member who attends the meeting by electronic means has real-time access to any materials that are presented to members who are physically present at the meeting.

A Board member who seeks to attend and participate by electronic means in a Board meeting shall must notify the president and Superintendent, at least three business days prior to a meeting briefly detailing the extenuating circumstances that prevent the Board member from physically attending. If such timely notification is not possible, the Board member shall will notify the Board President and Superintendent as soon as reasonably possible. If the Board president is seeking to participate by electronic means, the Board vice-president will take responsibilities for approval as listed above. Prior notice is not required if the District is closed due to extenuating circumstances and all Board members are participating electronically.

If the request is approved, a Board member who attends and participates in a Board meeting by electronic means shall must identify the location from which he or she is participating, and any persons also present. If the Board convenes in executive session, the Board member attending and participating by electronic means shall must ensure confidentiality during that portion of the meeting.

A Board member may attend and participate by electronic means in a maximum of three (3) Board meetings per school calendar year unless circumstances justify an increase of this maximum. Unless otherwise approved by the Board President, additional requests to attend and participate by electronic means will be denied.

In accordance with state law, the Board shall will declare a vacancy if a Board member fails to attend three (3) consecutive regular Board meetings, unless the Board member’s absence is otherwise excused by the Board.

A Board member’s failure to comply with this policy may result in the Board’s refusal to allow the member to participate by electronic means in Board meetings.

- LEGAL REFS: C.R.S. 22-31-129 (board vacancies)
- C.R.S. 22-32-108 (board meetings)
- C.R.S. 22-32-108(7)(a)and (b) (board may adopt policy allowing board members to attend and participate electronically in regular or special board meetings)
- C.R.S. 24-6-401-et seq. (Colorado Sunshine Law)

- CROSS REFERENCE: GP-19: School Board Meetings
- GP-65: President’s Role

Originally Adopted: November 11, 2013
Latest Revision: 2025
August 7, 2023

Revised: March 23, 2020
October 24, 2016
December 15, 2014

Monitoring Method: Board self-assessment

Monitoring Frequency: Annually in August

Policy reviewed at Board Policy Workshop on April 8, 2025. Kevin and Leah volunteered to complete additional research.

Deb reviewed the notes from 2023 where the District's legal counsel (Coulter Bump) made changes to the policy based on the Board's review and revisions to the policy.

“synchronous electronic means” was an addition by Coulter in second paragraph

The 4th paragraph on the first page was added by Coulter in 2023 and Deb would recommend that we leave this wording in our policy.

Revisions were made based on the CASB sample policy BEAA. Policies are very similar except for the 4th paragraph.

THIS IS A WORK IN PROGRESS AS OF 7-17-25 - SEE NOTES ON LAST PAGE

Committee Structure

A committee is a Board committee only if its existence and charge comes from the Board and its work is intended to support the Board’s work; whether or not Board members sit on the committee. The only Board committees are those which are set forth in this policy. Unless otherwise stated or required by law, a committee ceases to exist as soon as its task is complete. All Board committees are advisory in nature to the Board.

Board Committee assignments (committees requiring Board Director or appointed representation) include the following:

1. District Advisory Accountability Committee (DAC)

Purpose:

- ~~To~~ Make recommendations to the Board relative to the program of accountability. ~~The DAC and the Board shall cooperatively determine areas of study at least annually.~~
- ~~To~~ Review the goals/objectives and plans of individual schools and make annual recommendations to the Board regarding procedures for implementation of the plans for inclusion in the district budget.
- ~~After consulting with school accountability committees, To~~ make recommendations to the Board relative to the prioritization of expenditures of school district funds/moneys as related to Board goals.
- ~~To~~ Provide consultation on adoption, revision, and implementation of a district safe school plan.
- ~~To annually review the Board’s policy on School Accreditation and make recommendations regarding the school accreditation policy and process to the Board by June 15th each year.~~
- ~~Provide 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.~~

Membership: The term for membership is two (2) years. ~~Terms may be renewed upon approval by the Board of Education.~~

~~The following members are appointed by the Board will strive to have a balance of membership on the committee consistent with the district’s racial/ethnic proportions as follows :~~

- Superintendent
- One person involved in business in the community within district boundaries.
- 1 School Administrator

~~The following members are recommended to the Board for approval by building principals~~

- ~~School Accountability Committee (SAC) parents- 1 per school*~~
- One non-SAC member parent – 1 per school*
- Teachers- 1 per school*
- One High school student (as available)

- ~~One representative from Yampa Valley High School~~
- ~~One representative from North Routt Community Charter School~~

~~* SCE, SGS SPE, SSMS and SSHS~~

The number of parents must exceed the number of representatives from the group with the next highest representation.

2. District Bargaining Team ~~-Board will have a representative on the team to represent the Board's interest in staff negotiations~~
3. ~~Routt County Early Childhood Council and Universal Preschool Program*~~
4. ~~North West Board of Cooperative Educational Services (NWBOCES) Board~~
- ~~*Board Director or appointed representation by the Board of Education~~

All district accountability committee meetings and school accountability committee meetings ~~shall~~ will be open to the public. Meeting notices for district accountability committee meetings ~~shall~~ will be posted in the same place and manner as notices of Board meetings. Notices for school accountability committee meetings ~~shall~~ will be posted in the school.

Latest Revision: January 9, 2024
March 22, 2021

Adopted: November 16, 1998

Revised: March 5, 2018
October 8, 2012
October 4, 2010
October 13, 2003
June 16, 2003
December 16, 2002
August 19, 2002
January 10, 2000
June 7, 1999

LEGAL REFS.:

- C.R.S. 22-11-101 et seq. (*Education Accountability Act of 2009*)
- C.R.S. 22-11-301 and 302 (*district accountability committee*)
- C.R.S. 22-11-401 and 402 (*school accountability committees*)
- C.R.S. 24-6-402 (*open meetings law*)
- 1 CCR 301-1, Rules 2202-R-1.00 et seq. (*accreditation rules*)

Monitoring Method: Board self-assessment

Monitoring Frequency: Annually in April

7-17-25 - additional review by Deb Ginesta - same recommendation as below; Board will discuss during 8-12-25 Board workshop

COMMENTS AND NOTES FROM POLICY REVIEW 4-8-25: THIS POLICY WILL BE REVIEWED BY LEAH AND KEVIN TO DETERMINE RECOMMENDATIONS FOR POLICY LANGUAGE. BOARD'S CURRENT POLICY IS VERY DIFFERENT FROM THE CASB SAMPLE POLICY AND THERE IS A QUESTION ABOUT WHAT IS REQUIRED TO BE INCLUDED IN POLICY AS OPPOSED TO WHAT IS CONSIDERED PROCESS.

REVISIONS MADE BY DEB ON 4-11-25 USING CASB SAMPLE POLICY GP-7 AS SUGGESTIONS FOR CONSIDERATION

Agenda Planning

THIS IS A WORK IN PROGRESS AS OF 7-17-25 - SEE NOTES ON LAST PAGE

To accomplish its stated objectives, the Board ~~will~~ follows an annual agenda, which includes ~~continuing~~ review, monitoring and refinement of ~~Results~~*Ends* policies and ~~continuing~~ improvements of board performance through board ~~education~~ training and enriched input and deliberation.

Accordingly:

1. The planning cycle ~~will~~ concludes each year on June 30 ~~in order that to ensure~~ administrative decision-making and budgeting can be based on accomplishing a one-year segment of the Board's most recent statement of long-term ~~ends~~*results*.
2. The planning cycle ~~will start in August~~ begins with the Board's development of its agenda for the next year and ~~will~~ includes:
 - a. ~~A plan for e~~Engaging the community and staff on a ~~continual~~ basis and using a variety of engagement strategies; ~~to be determined and arranged in the first quarter of the planning cycle, and carried out during the balance of the year.~~
 - b. Governance ~~education~~ training, including orientation of new Board members in the Board's governance process and periodic Board discussion of process improvement; ~~to be determined and arranged in the first quarter of the planning cycle, and carried out during the balance of the year.~~
 - c. ~~Board e~~Education, discussion, and monitoring of *Ends*, policies ~~related to results determination (e.g. information gathering including presentations by futurists, demographers, advocacy groups, staff, etc.)) to be arranged in the first quarter of the planning cycle, and carried out during the balance of the year.~~
 - d. ~~The Board will m~~Monitoring of *Executive Limitations* and assess its process and performance. Self-monitoring will include comparison of Board activity and discipline to *Governance Process* and *Board/Superintendent Relationship* policies.
 - e. ~~A schedule for review of monitoring reports of Board policies will be established as part of practice on an annual basis.¶¶~~
3. Throughout the year the Board ~~will~~ attends to consent agenda items as expeditiously as possible.
4. *Governance Process* and *Board/Superintendent Relationship* policies are monitored at the frequency and by the method noted on each policy. Each policy being monitored is placed on the Board's agenda as a discussion item to discuss whether:
 - a. The policy continues to reflect the Board's values;
 - b. The monitoring data, method, and frequency are meeting the Board's needs;

- c. The Board is operating consistent with the Governance Process policies; and
- d. The Board and District Superintendent are operating consistent with the *Ends* and *Board/Superintendent Relationship* policies. If the policy does not reflect the Board’s values, the Board will revise the policy or place it on a future Board meeting agenda for discussion. If the monitoring data is not meeting the Board’s needs, the Board will revise the monitoring information on the policy to include more specific instructions.

5. *Ends* and *Executive Limitations* policies will be monitored according to the process set forth in policy B/SR-5.

Adopted November 16, 1998

Latest Revision: 2025

May 8, 2023

Revised: January 24, 2022

October 8, 2012

September 22, 2008

June 20, 2007

October 18, 2004

Legal References: -

Monitoring Method: Board self-assessment

Monitoring Frequency: December
Monitored and Reviewed :

7-17-25 - additional review by Deb Ginesta - same recommendation as below; Board will discuss during 8-12-25 Board workshop

COMMENTS AND NOTES FROM POLICY REVIEW 4-8-25: THIS POLICY WILL BE REVIEWED BY KEVIN AND LEAH.

ITEMS # 4 & 5 - NEED TO DETERMINE IF THESE ITEMS LIVE INSIDE ANOTHER BOARD POLICY

REVISIONS MADE BY DEB ON 4-11-25 USING CASB SAMPLE POLICY GP-8 AS SUGGESTIONS FOR CONSIDERATIONS

THIS IS A WORK IN PROGRESS - SEE NOTES ON THE LAST PAGE 7-17-25**Public Participation at School Board Meetings**

All regular and special meetings of the Board shall will be open to the public. Because the Board desires to hear the viewpoints of its citizens throughout the district and also needs to conduct its business in an orderly and efficient manner, it shallwill schedule time during some Board meetings for brief comments and questions from the public. Some public comment periods may relate to specific items on the agenda. The Board shall will set a time limit on the length of the public participation time and a time limit for individual speakers.

During times of general public comment at a regular meeting, comments and questions may deal with any topic related to the Board's conduct of the schools. Comments at special meetings must be related to the call of the meeting. During times of public comment on specific agenda items, comments shallwill be confined to the topic of the agenda item being considered by the Board. Speakers may offer such criticism of school operations and programs as concern them, but are encouraged to exercise their speech rights responsibly. The Board encourages the discussion of all personnel matters to be conducted in executive session. Individual personnel matters and comments about individual students should be sent to the Superintendent in writing with your signature in place of commenting publicly at a Board meeting. ¶

Maintaining order and a professional environment ensures the public is respectfully heard and protects the Board's ability to efficiently accomplish the public's business. This policy seeks to promote civility among district employees, parents, and the public. For the purposes of this policy, "civility" shall be defined as mutual respect and consideration reflected in language, attitude, and behavior in the interest of presenting commentary that serves as a role model for the children of this district as well as the community. Should the speaker choose to discuss mature content, the Board asks that adequate warning be given as our audience may include younger students. ¶

The Board president may interrupt, warn or terminate a speaker's statement or comment that is unrelated to the business of the school district or is disruptive to an orderly, productive meeting. ¶

The Board president shallwill be responsible for recognizing all speakers who shallwill properly identify themselves, for maintaining proper order and for adherence to any time limits set. Questions asked by the public shall, when possible, be answered immediately by the president or other knowledgeable board member, or referred to staff members present for reply. Clarifying questions can be asked by the Board. Questions that require inquiry further investigation shall may be referred to the superintendent or superintendent's designee for consideration and later response.

Members of the public will not be recognized by the president during Board meetings except as noted in this policy.

Members of the public wishing to make formal presentations before the Board should make arrangements in advance with the Superintendent so that such presentations, when appropriate, may be scheduled on the agenda.

In addition to public participation time during Board meetings, the Board is committed to engaging members of the community on an ongoing basis regarding community values about education during times other than the Board’s regular meetings.

Adopted	November 12, 2001
Latest Revision:	2025
Revised:	October 11, 2021
	March 9, 2020
	September 26, 2016
	October 22, 2012
	March 11, 2002
	December 13, 2004
	August 22, 2005
Legal References:	C.R.S. 22-32-108(4)
	C.R.S. 24-6-402 (open meetings law)
CROSS REFERENCE:	C-4: Complaints about School Personnel
Monitoring Method:	Board self-assessment
Monitoring Frequency:	Board election year in November
	Monitored and Reviewed : March 28, 2022

7-17-25 - additional review by Deb Ginesta - same recommendation as below; Board will discuss during 8-12-25 Board workshop

Policy was reviewed at a Board policy workshop on April 8, 2025. This is not a required policy but our District has had a policy in place since at least 2002. It has seen many changes. We do allow public comment at board meetings and have this policy GP-15 and GP-15-R: Regulations for Public Comment at Board Meetings. Kevin and Leah were selected to review this policy and compare it to CASB BEDH: Public Participation at School Board Meetings.

This version is a result of a direct comparison between the SSSD version and the CASB version.

Accreditation

THIS IS A WORK IN PROGRESS - SEE NOTES ON LAST PAGE 7-17-25

The Board of Education believes its primary responsibility is to provide leadership in the area of student achievement. To foster greater accountability and enhance improvement in student achievement, the Board shall will enter into an accreditation contract with the State Board of Education regarding district accreditation and shall accredit the schools within the district.

District accreditation

The accreditation contract shallwill bind the Board to manage the district and its schools to meet certain standards, goals, and requirements over the term of the contract, in accordance with the Education Accountability Act of 2009 and applicable State Board of Education rules.

In conjunction with accreditation, the Board is committed to adopting academic standards for student learning, achievement performance levels, systems for measuring student achievement, and methods for improving student achievement.

School accreditation

While the state accredits the district, the Board accredits the schools within the district, including district charter schools. The Board directs the superintendent to develop a school accreditation process for the Board's input and approval. Such process shallwill be developed in accordance with the Education Accountability Act of 2009.

Pursuant to the Board's constitutional and statutory authority to control instruction in its schools and determine the allocation of district resources, the Board shall will review and approve all school plans, regardless of whether the plan is a performance, improvement, priority improvement or turnaround plan. Each school plan shall will be submitted to the Colorado Department of Education in accordance with the timelines prescribed by applicable State Board of Education rules.

Latest Revision: March 22, 2021

Adopted: August 19, 2002

Revised:

November 5, 2018

November 5, 2012

May 16, 2005

November 17, 2003

Monitored and Reviewed: August 28, 2023

Legal References: Colo. Const. Art. IX, Sect. 15 (board has control of instruction within the district)

1 CCR 301-1: Rules for the Administration of the Accreditation of School Districts

C.R.S. 22-7-1013 (1) (adoption of academic standards)
 C.R.S. 22-11-101 et seq. (Education Accountability Act of 2009)
 C.R.S. 22-11-307 (board accreditation of district schools)
 C.R.S. 22-30-105 (school district organization planning process)
 C.R.S. 22-30.5-104 (2)(b) (district charter schools subject to accreditation by local board)
 C.R.S. 22-32-109 (1)(t) (board duty to determine educational program and prescribe textbooks)
 C.R.S. 22-32-109 (1)(mm) (Board duty to adopt policy for accreditation of district schools)
 C.R.S. 22-32-142 (2) (parent notice, public meeting and public hearing requirements for schools on priority improvement or turnaround status)
 1 CCR 301-71 (State Board of Education rules for the Administration, Certification and Oversight of Colorado Online Programs)

Monitoring Method: Board self-assessment

Monitoring Frequency: Annually in August

7-17-25 Update - After further review, this policy matches CASB AED which lives in Foundation and Basic Commitments. Our A policies are reserved for Title IX and Nondiscrimination policies. My recommendation is that we do not move this policy to our A policy section. I have confirmed that the policy is as up to date as it can be.

RECOMMENDATION - This should continue as Board policy GP-17 with minor changes (shall to will) as shown in the revised version.

POLICY WAS REVIEWED AT A BOARD POLICY WORKSHOP ON APRIL 8, 2025. THIS IS A REQUIRED POLICY.

Original conversation at the workshop was that this policy was possibly intended to match AE: Accountability/Commitment to Accomplishment. After further review, this policy very closely resembles CASB AED:Accreditation. Deb reached out to Kristina on 4-14-25 to ask for CASB review of AED because it has not been updated since 2015. Received confirmation from Kristina on 4-30-25 that CASB's policy AED is current and can be used to update our policy.

Need to have a discussion with Dr. Ridder regarding the District's UIP and review by the Board and submittal to CDE.

CASB AE: Accountability/Commitment to Accomplishment very closely resembles Admin Policy DO-3. Deb will complete the review of DO-3 and review with the Admin Team.

RE-1: Mission, Vision, and Beliefs

District Mission: Steamboat Springs School District provides safe, inclusive, challenging, and authentic learning experiences that prepare all students to be inspired to explore the world and contribute with integrity.

District Vision: All students in Steamboat Springs School District will become global thinkers, engaged community members, and self-aware learners through academically rigorous, community-based, career-connected learning.

Steamboat Springs School District Strategic Plan adopted June 13, 2022

Focus Area One:

Learning experiences that support students to reach their fullest potential.

Priority One: Students Reaching Academic Potential

Priority Two: Inclusive Communities of Learning

Focus Area Two:

Building skills for students’ lives and futures.

Priority One: Thriving Students

Priority Two: College & Career Readiness

Focus Area Three:

Thriving educators and community.

Priority One: Positive Culture of Teaching and Learning

Priority Two: Enhanced Learning Experiences through Community Partnerships

R-2: Academic Achievement

~~SSSD Graduates are:~~

- ~~● Confident and Resourceful Learners - Academic Preparedness, Self Advocacy and Initiative~~
- ~~● “Prepared for Powder Day” - Perseverance & Resilience; Critical Thinking and Analysis~~
- ~~● Bigger Than “The Boat” - Self, Cultural, and Global Awareness~~

- ~~Fearless Life-long Leaders - Interpersonal Communication; Collaboration and Teamwork~~
- ~~Future Ready - Career Awareness; Social Awareness~~

R-1 Adopted	November 16, 1998
Latest Revision - renamed and separated into 2 policies	2025
Revised:	August 29, 2022 August 24, 2015 September 12, 2011 October 6, 2008 August 18, 2008 June 20, 2007 January 12, 2004
Legal References:	
Reviewed:	October 23, 2023 - no changes
Monitoring Method:	Board self-assessment
Monitoring Frequency:	Annually



R-2 Adopted	November 16, 1998
Latest Revision:	August 29, 2022
Revised:	August 24, 2015 September 12, 2011 August 18, 2008 March 15, 2004 December 17, 2001 August 20, 2001
Legal References:	
Reviewed:	October 23, 2023 - no changes
Monitoring Method:	Board self-assessment
Monitoring Frequency:	Annually

R-3 Repealed	August 29, 2022
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Other References: District Strategic Plan 2022

The Board did a complete Board policy review and revision starting in April 2025 based on CASB sample policies and a workshop with a CASB representative. The goal of the policy review was to match CASB sample policies as much as possible. CASB has ENDS policies not RESULTS policies. The Board would like to rename their RESULTS

policies to ENDS. With these revisions, R-1 and R-2 will also be separated into 2 policies. The Board's previous R-3 policy had been repealed on August 29, 2022.

~~**R-1: Mission, Vision and Beliefs**~~



~~**District Mission:** Steamboat Springs School District provides safe, inclusive, challenging, and authentic learning experiences that prepare all students to be inspired to explore the world and contribute with integrity.~~



~~**District Vision:** All students in Steamboat Springs School District will become global thinkers, engaged community members, and self-aware learners through academically rigorous, community-based, career-connected learning.~~



~~**Steamboat Springs School District Strategic Plan adopted June 13, 2022**~~



~~**Focus Area One:**~~

~~Learning experiences that support students to reach their fullest potential.~~

~~Priority One: Students Reaching Academic Potential~~

~~Priority Two: Inclusive Communities of Learning~~



~~**Focus Area Two:**~~

~~Building skills for students' lives and futures.~~

~~Priority One: Thriving Students~~

~~Priority Two: College & Career Readiness~~



~~**Focus Area Three:**~~

~~Thriving educators and community.~~

~~Priority One: Positive Culture of Teaching and Learning~~

~~Priority Two: Enhanced Learning Experiences through Community Partnerships~~



~~**RE-2: Academic Achievement**~~

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**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025**

**AGENDA ITEM
BOARD MEMBER UPDATES/COMMENTS/DEBRIEF**

Background Information:

- Board Member Updates
- Meeting Review

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
August 11, 2025

AGENDA ITEM
PLAN FOR FUTURE MEETINGS

Plan for future meetings

- CASB Regional Meeting - August 26
- CASB Annual Convention - December 11-13

Board Workshops

- Board Retreat - Board Self-Evaluation, Strategic Plan Update, Exceptional Student Services Update, Communications Update, Legal Update, Housing Update, and Superintendent's Evaluation - August 12
- Board Policy Monitoring Workshop - TBD
- Workshops - TBD

Coffee with the Board - Off the Beaten Path Bookstore

- TBD

November 4, 2025 Election Timeline

- Call for Nominations - Petitions available for candidates - August 6
- Petitions Due to DEO - August 28
- Cancellation of Election (if applicable) - September 2
- Election Day - November 4
- Oath of Office - between November 5 and December 5
- Board Organizational Meeting - between November 5 and December 11