

Agenda of Regular Board Meeting

The Board of Education Brush School District



A Regular Board Meeting of the Board of Education of Brush School District will be held Monday, July 21, 2025, beginning at 6:00 PM in the District Office, 527 Industrial Park Road, Brush, CO 80723.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Opening Meeting
 - 1.1. Call to Order
 - 1.2. Roll Call
 - 1.3. Pledge of Allegiance
2. Approval/Modification of Agenda
3. Consent Agenda
 - 3.1. BOE Minutes 06.23.25 & 07.07.25
 - 3.2. Disbursement Listing 06.01.25 - 06.30.25
 - 3.3. Operating Statement 06.01.25-06.30.25
 - 3.4. Employee Gross Pay
4. Celebrations
5. Community Comment
6. Reports
 - 6.1. Board Reports
 - 6.2. Financial Report
- Keith Yaich, Director of Finance
7. Superintendent's Report
8. Action Items
 - 8.1. CASB Delegate Representative
 - 8.2. Election IGA for Morgan & Washington Counties
 - 8.3. TPS Easement
 - 8.4. Woodlin Bus Stop MOU
 - 8.5. MOU for Counseling Services
 - 8.6. 2025-2026 Breakfast & Lunch Meal Prices
 - 8.7. BSD Employee & BSC Athletic Handbook
 - 8.8. Falcon Aerolab MOUs
 - 8.9. Personnel Report

- 8.10. 2025-2026 Substitute Teachers
 - 8.11. Job Descriptions
 - 8.12. Policies
- 9. Information Items
 - 9.1. Work Session, Monday, August 4, 2025 6:00 pm
 - 9.2. Next BOE Meeting August 18, 2025
 - 9.3. Beetdigger Leadership Academy - Wednesday, August 13, 2025 5:30 pm
- 10. Debrief
 - 10.1. Clarification and/or Next Steps
- 11. Adjournment
 - 11.1. Meeting Adjourn

Brush School District RE-2J
Board of Education – Minutes
Monday, July 7, 2025
Brush CO

Special Board Meeting 6:00 PM

Attendance:

Lacy Garrett:	Present
Brandy Hansen:	Present
Bryson Miller:	Absent
Brad Mortensen:	Present
Shawn Tadolini:	Present
Derek Windsheimer:	Absent
Paul Chard:	Present

1. Opening Meeting

Present Chard called the meeting to order at 6:00 pm

1.1. Call to Order

1.2. Roll Call

1.3. Pledge of Allegiance

2. Approval/Modification of Agenda

I move to approve the agenda. This motion, made by Brad Mortensen and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Absent
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Absent
Paul Chard:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

Minutes prepared by Lacey Smith
Special Board Meeting July 7, 2025

3. Superintendent's Report

Mrs. Cody shared her superintendent's report.

4. Action Items

4.1. Personnel Report

I move to approve the personnel report as presented. This motion, made by Lacy Garrett and seconded by Brandy Hansen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Absent
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Absent
Paul Chard:	Yea

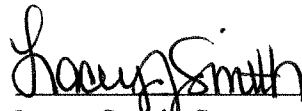
Voting Summary: Yea: 5, Nay: 0, Absent: 2

Present Chard adjourned the meeting at 6:03 pm

Minutes approved: July 21, 2025



Paul Chard, President
Board of Education
Brush, Colorado



Lacey Smith, Secretary to the
Board of Education
Brush, Colorado

**Brush School District RE-2J
Board of Education – Minutes
Monday, June 23, 2025
Brush CO**

Regular Board Meeting 6:00 PM

Attendance:

Lacy Garrett:	Present
Brandy Hansen:	Present
Bryson Miller:	Present
Brad Mortensen:	Present
Shawn Tadolini:	Present
Derek Windsheimer:	Present
Paul Chard:	Present

1. Opening Meeting

1.1. Call to Order

President Chard called the meeting to order at 6:00 pm.

1.2. Roll Call

1.3. Pledge of Allegiance

2. Approval/Modification of Agenda

I move to adopt the agenda. This motion, made by Brad Mortensen and seconded by Bryson Miller, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea

Minutes prepared by Lacey Smith
Regular Board Meeting June 23, 2025

Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

3. Consent Agenda

I move to approve the consent agenda. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

3.1 BOE Minutes 6.2.25

3.2. Disbursement Listing 05.01.2025 - 05.31.2025

4. Buildings By Design - TPS HVAC SD

5. Celebrations

Mrs. Cody shared that Brush High School received the 2023 Governor's distinguished improvement award for growth. Mrs. Cody also shared her appreciation for Mr. Lorenzini and his team for always going above and beyond.

Mrs. Miller shared his appreciation for the maintenance, custodial staff, and Mrs. Miner for going above and beyond for his mothers recent funeral.

Mr. Chard recognized the 11 Brush FFA members that attended the state convention; 4 members received the State FFA degree.

6. Community Comment

7. Reports

7.1. Board Reports

Mr. Miller shared an update from the recent Finance Committee meeting.

7.2. Financial Report

7.2.1. Proposed Budget Hearing

8. Superintendent's Report

Mrs. Cody shared her superintendent's report with the board.

9. Action Items

9.1. 25-26 Board Meeting Schedule

I move to approve the 2025-2026 board meeting schedule. This motion, made by Lacy Garrett and seconded by Brandy Hansen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.2. BSC Site Plan

No motion was made for 9.2.

9.3. Xcel Easements

I move to approve the Brush Secondary Campus easement for \$1,955.00. This motion, made by Bryson Miller and seconded by Derek Windsheimer, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.4. Adoption of 2025-2026 Budget

I move to adopt the 25-26 budget as presented. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.5. Adoption of Appropriation Resolution for 2025-2026 Budget

I move to approve the appropriation resolution for the 2025-2026 school year. This motion, made by Bryson Miller and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea

Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.6. Beginning Fund Balance Resolution for 2025-2026 Budget

I move to reclassify the use of the beginning fund balance out of the general fund balance to move money over to fund #41 (Capital Reserve) & #43 (Capital Reserve Projects fund) as approved in the 25-26 budget. This motion, made by Lacy Garrett and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.7. Supplemental Appropriations 2024-2025

I move to approve the supplemental appropriations for the 24-25 budget to be in line with statutory laws and regulations. This motion, made by Derek Windsheimer and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett: Yea
Brandy Hansen: Yea
Bryson Miller: Yea
Brad Mortensen: Yea
Shawn Tadolini: Yea
Derek Windsheimer: Yea
Paul Chard: Yea

Voting Summary: Yea: 7, Nay: 0

9.8. Insurance

I move to accept the HUB International insurance proposals for Brush School District RE-2J for the policy term July 1, 2025 to July 1, 2026, including the Cyber Liability coverage with CFC at \$11,942.50 and the quotes with Glatfelter and other carriers for crime, general liability, educators legal liability, commercial auto, umbrella, and workers' compensation insurance for a total cost of \$222,085.50. In addition, I move to approve the Superintendent and Director of Finance to agree to a property insurance policy not to exceed \$6000,000, but require them to share that with the board prior to enrollment. This motion, made by Bryson Miller and seconded by Shawn Tadolini, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.9. Science of Reading Stipend

I move to approve the stipend as presented. This motion, made by Lacy Garrett and seconded by Brandy Hansen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.10. Handbooks

I move to approve the 25-26 handbooks as presented. This motion, made by Derek Windsheimer and seconded by Brandy Hansen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.11. ESEA General Assurances

I move to approve the 2025-2026 ESEA Assurances. This motion, made by Lacy Garrett and seconded by Bryson Miller, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.12. Personnel Report

I move to approve the personnel report as presented. This motion, made by Shawn Tadolini and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

9.13. Policies

I move that policies GBGH, GBGH-R, GBGH-E, GDD, GICD-E, IC_ICA, IHCD-A-R, IKF, GBGAB, and GBGG be granted final approval and policies AC-E-1, GCBA-E & GCBA-R be presented for a third and final reading at the next regular board meeting. This motion, made by Lacy Garrett and seconded by Brad Mortensen, Carried.

Voting Detail:

Lacy Garrett:	Yea
Brandy Hansen:	Yea
Bryson Miller:	Yea
Brad Mortensen:	Yea
Shawn Tadolini:	Yea
Derek Windsheimer:	Yea
Paul Chard:	Yea

Voting Summary: Yea: 7, Nay: 0

10. Information Items

11. Debrief

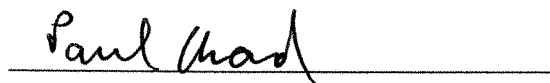
11.1. Clarification and/or Next Steps

12. Adjournment

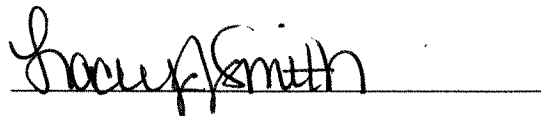
12.1. Meeting Adjourned

President Chard adjourned the meeting at 7:13 pm.

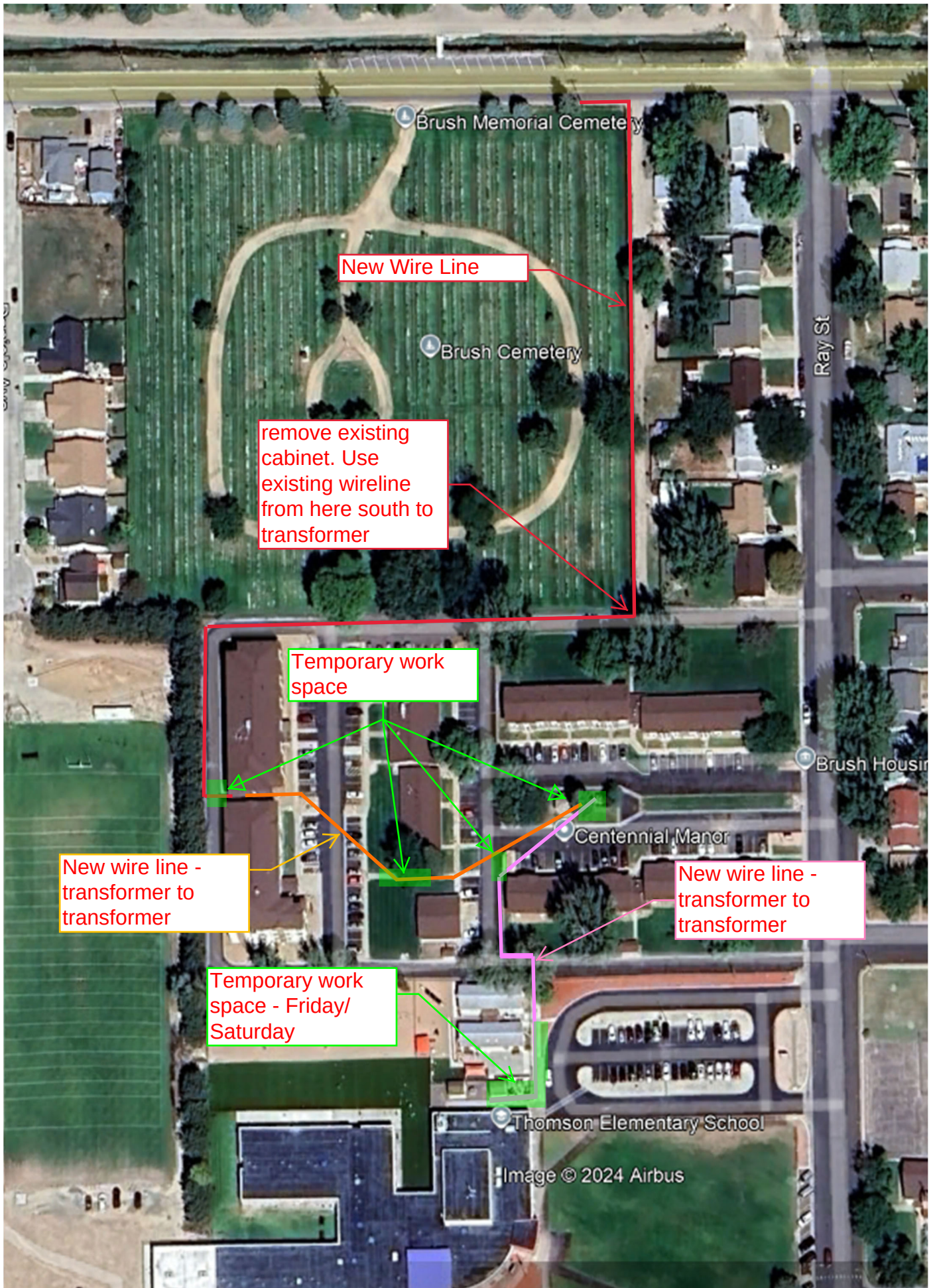
Minutes approved: July 21, 2025



Paul Chard, President
Board of Education
Brush, Colorado



Lacey Smith, Secretary to the
Board of Education
Brush, Colorado



S-T-R: NE ¼ S3-T3N-R56W	Grantor: BRUSH SCHOOL DISTRICT RE-2J	Doc No:
County: Morgan	Address/Intersection: 422 Ray St., Brush, CO	Reception No:
Division-City/Town: Sterling - Brush	Dist/HP Trans: Dist.	Surveyor: J. Lambert- PLS 13212
Division Agent: Kalan Falbo	Contract Agent/Co: Anissa Warner Western States Land Services	Survey Company: Lambert Land Consulting
LAT & LONG GPS: 40.258881° / -103.632262°		

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in A PARCEL OF LAND, in the NE 1/4 of Section 3, Township 3 North, Range 56 West of the 6th Principal Meridian in the following lands located in County of Morgan, State of Colorado, the easement being described as follows (“**Easement Area**”):

SEE “EXHIBIT A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable



EXHIBIT A

Public Service Company

Sheet 1 of 2

Thomson School, School District No. 2, in the County of Morgan and State of Colorado - Property address: 422 Ray Street, Brush, Colorado

A parcel of land being part of that land in Book 555, Page 260, recorded June 6, 1955, Morgan County Records, lying in the Northeast one-quarter (NE1/4) of Section 3, Township 3 North, Range 56 West of the 6th Principal Meridian, Morgan County, State of Colorado, described as follows:

Beginning at the Northeast corner of said Book 555, Page 260;
thence west, 257.70 feet, along the north line of said Book 555, Page 260, to the True Point of Beginning;

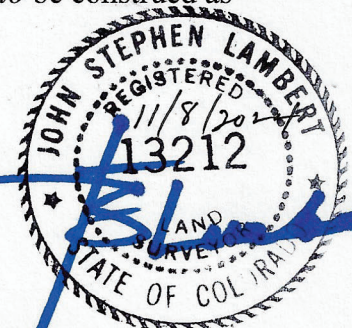
thence south, 134.46 feet, on an angle to the right of 90°;
thence west, 58.82 feet, on an angle to the left of 90°;
thence northwesterly, 17.52 feet, on an angle to the left of 135°;
thence west, 7.93 feet, on an angle to the right of 135°;
thence north, 15.00 feet, on an angle to the left of 90°;
thence east, 15.00 feet, on an angle to the left of 90°;
thence south, 7.93 feet, on an angle to the left of 90°;
thence southeasterly, 13.38 feet, on an angle to the right of 135°;
thence east, 44.68 feet, on an angle to the right of 135°;
thence north, 124.46 feet, on an angle to the right of 90°, to the north line of said Book 555, Page 260;
thence east, 10.00 feet, on an angle to the left of 90°, along said north line to the TRUE POINT OF BEGINNING.

Said parcel contains 2,166 square feet, more or less.

An illustration for this description is attached hereto and made a part hereof.

The author of this description is Mr. John S. Lambert, PLS 13212, a registered professional land surveyor licensed to practice in the State of Colorado. The description was written for Public Service Company., and on behalf of Lambert Land Consulting, LLC, on November 5, 2024, under Job Number L24-089, and is NOT to be construed as representing a monumented land survey.

L A M B E R T
LAND CONSULTING

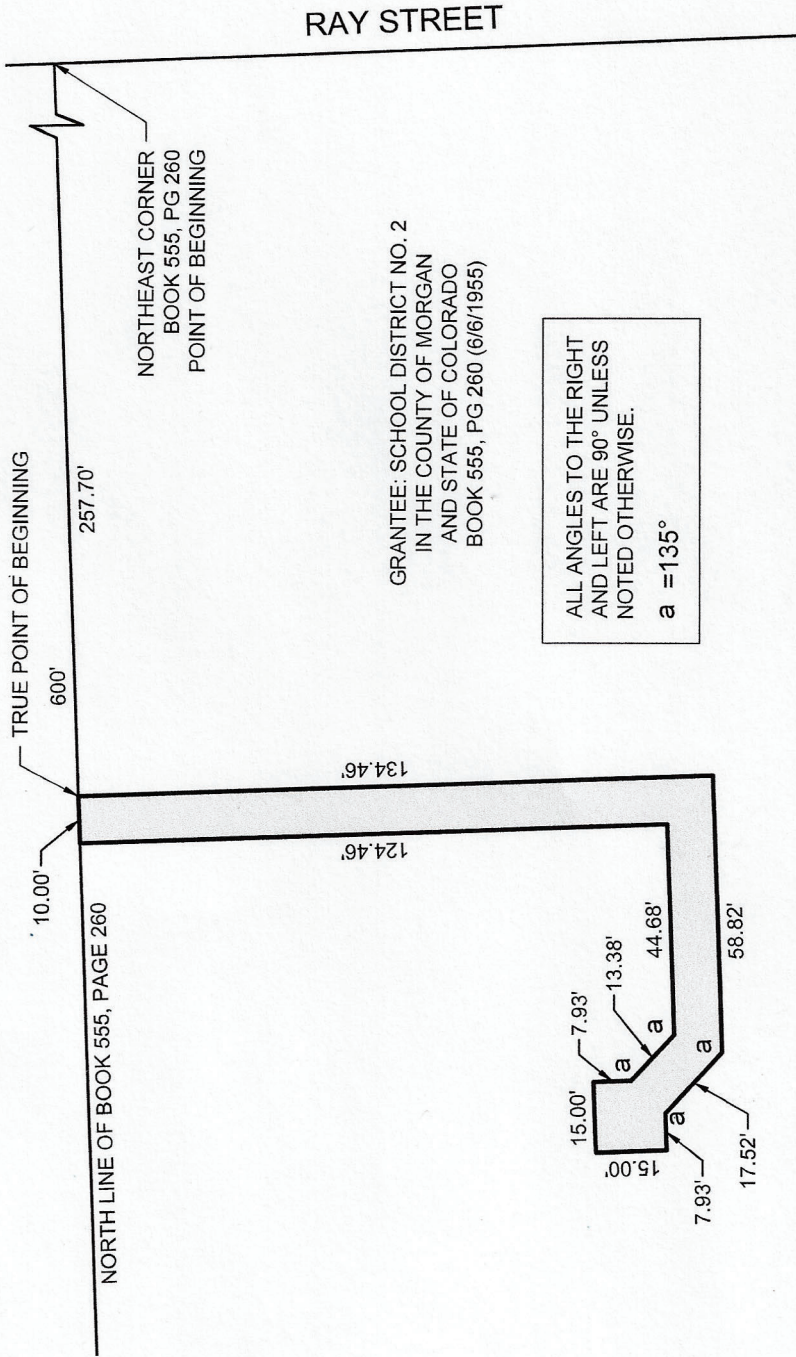


ILLUSTRATION

NORTHEAST ONE-QUARTER, SECTION 3, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6th P.M.
CITY OF BRUSH, COUNTY OF MORGAN, STATE OF COLORADO

LOT 1, CENTENNIAL SUBDIVISION
IN THE CITY OF BRUSH, MORGAN COUNTY, COLORADO,
RECEPTION NUMBER 1500157 (8/15/2005)

GRANTEE: HOUSING AUTHORITY OF THE CITY OF BRUSH, COLORADO,
RECEPTION NUMBER 599257, BOOK 755, PAGE 698 (11/20/1975)



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

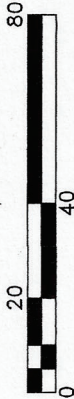
#	Date	Revisions
0	11/05/2024	ORIGINAL DOCUMENT - BMH

Project#: L24-089

Public Service CO



Lambert Land Consulting, LLC
417 S. Whitcomb Street · Fort Collins · Colorado 80521
Phone 970.217.2190 - 970.232.9830 Fax

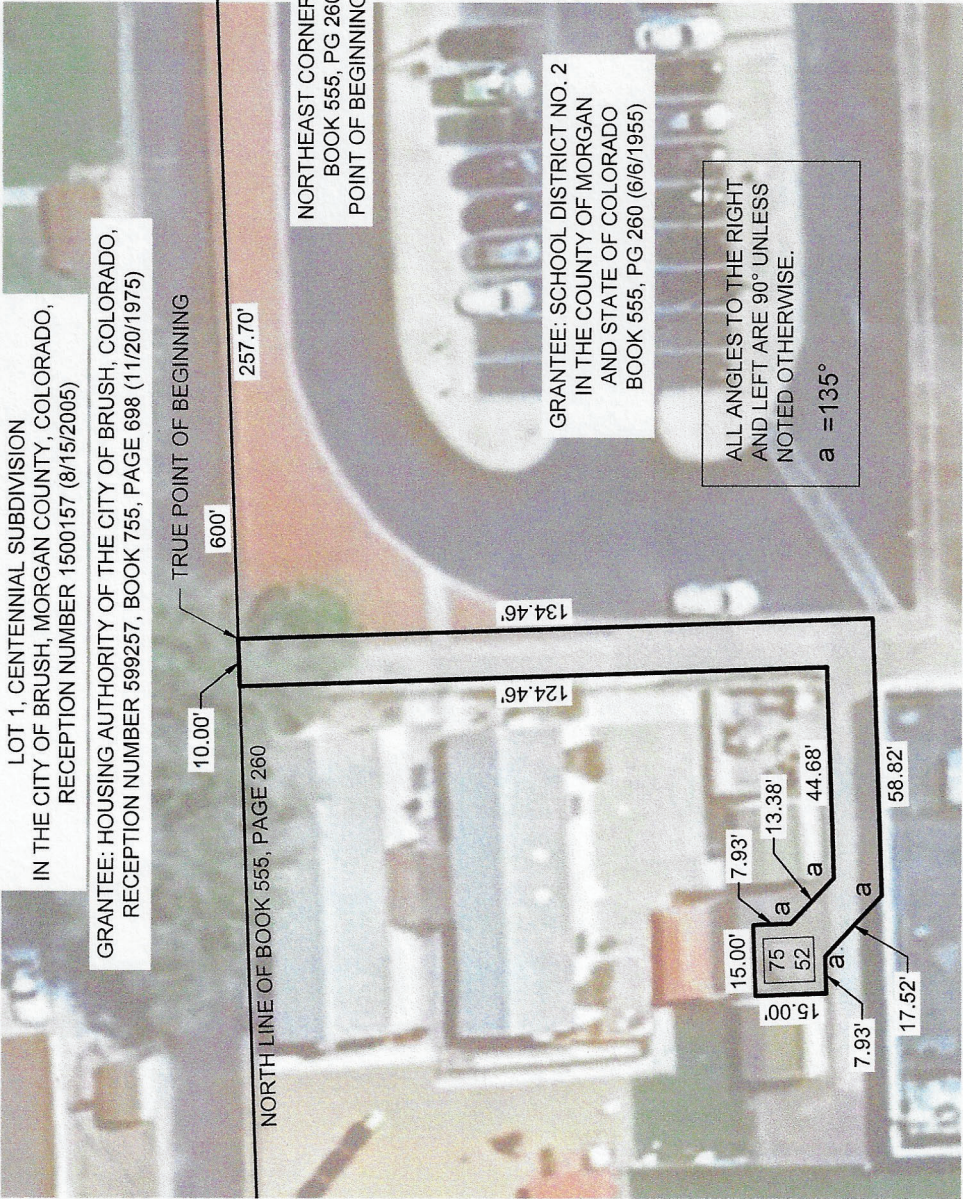


SCALE: 1" = 40'

ILLUSTRATION

SHEET 2 of 2

NORTHEAST ONE-QUARTER, SECTION 3, TOWNSHIP 3 NORTH, RANGE 56 WEST OF THE 6th P.M.
CITY OF BRUSH, COUNTY OF MORGAN, STATE OF COLORADO



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

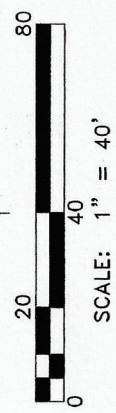
#	Date	Revisions
0	11/05/2024	ORIGINAL DOCUMENT - BMH

Project#: L24-089

Public Service CO



Lambert Land Consulting, LLC
417 S. Whitcomb Street · Fort Collins · Colorado 80521
Phone 970.217.2190 - 970.232.9830 Fax





SERVICES AGREEMENT

This Services Agreement is entered into to be effective as of August 1, 2025 ("Effective Date") between Brush School District RE-2J ("Customer") and Braveheart Healing LLC, a Colorado limited liability company ("Provider").

RECITALS:

A. Provider is in the business of providing healthcare services to the community (the "Services").

B. Customer desires to engage Provider to provide such Services to District students.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

AGREEMENT:

1. Services and Rates

Provider will provide the Services described in, and at the rates or other compensation set forth in, **Exhibit A**, attached hereto and incorporated herein by this reference.

Provider shall submit invoices monthly for services rendered pursuant to this Agreement. Provide that the amount due is undisputed, the Customer will pay such invoices within 35 days of receipt of the invoice.

2. Term and Termination

This Agreement shall be effective for the period commencing on the Effective Date through June 30, 2026, covering the 2025-2026 school year. The term may be extended annually upon mutual written agreement of the parties. This Agreement may be terminated by either party with or without cause with at least 30 days' prior written notice to the other party. Either party may terminate this Agreement in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.



3. Physician Ownership

Customer expressly represents and warrants that, to the best of its knowledge, one of the following provisions applies: (a) no physician, no physician organization and no member of any physician's immediate family owns or holds an ownership or financial interest in Customer, including any affiliated or related entity or person, that is not the subject of an exception or "safe harbor" under applicable law; or (b) Customer is a publicly-traded company and is the subject of an exception under 42 CFR § 411.356(a)(1) and (a)(2).

4. Insurance

During the term of this Agreement, Provider agrees to secure and maintain in force, liability insurance with coverages of reasonably appropriate types and amounts. Provider shall name Customer as an additional insured. Provider agrees to produce upon request of the other party certificates of insurance evidencing such coverage. Provider agrees to indemnify and hold harmless the Customer and its officer, Board members and employees for injuries or damages caused by any negligent acts or omissions of Provider while performing functions as described in the Agreement.

5. Compliance with Employment Laws

Customer and Provider agree to comply with all federal, state, and local laws, regulations, ordinances, and orders regarding employment, employment practices, terms and conditions of employment, worker classification, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration, employee safety and health, wages, compensation and hours of work.

6. Confidentiality and Nondisclosure

Customer and Provider acknowledge that they may have access to confidential and proprietary information (the "Confidential Material") through Provider's performance of the Services for Customer. The Parties will keep confidential all Confidential Material by exercising the same degree of care toward such material as each does with respect to its own confidential and proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. Customer will not disclose, distribute, publish, transmit, transfer or disassemble the Proprietary Material or use the Proprietary Material for its own or any other party's benefit, except in furtherance of its obligations under this Agreement. The Parties will limit access to Proprietary Material to only those individuals who need to know such information for carrying out their respective obligations hereunder. The Parties will ensure that their personnel, agents,



consultants and representatives who are given access to the Confidential Material will be notified and instructed to comply with the terms of this Agreement. The nondisclosure provisions of this Agreement will be in effect during the term of this Agreement and will survive termination, and the Parties' duty to hold the Confidential Material in confidence will remain in effect until the Confidential Material no longer qualifies as confidential information or a trade secret under applicable law. For purposes hereof, the Confidential Material includes, but is not limited to, student educational or medical records, personally identifiable information of any student, documents, records, reports, data, patient health information, demographic information, plans, concepts, ideas, processes, procedures, policies, designs, discoveries, inventions, marketing plans, methodologies, specifications, and other business information relating to the Parties' business, assets, operations or contracts, regardless of whether such information has been expressly designated as confidential or proprietary. The Confidential Material may be provided in written, oral, electronic or other form. The Confidential Material will not include any information that (a) is now or becomes generally known or available to the public through no fault of the Parties; (b) was known by the Party before receipt from the other Party without any obligation of confidentiality; (c) is rightfully obtained by the Party from a third party without breach of any obligation to the disclosing party; or (d) is independently developed by a Party without use of or reference to any of the Confidential Material.

Provider shall comply with Federal and State laws, as applicable, governing confidentiality of records and information, including without limitation the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA"), the privacy rule of the Health Insurance Portability and Accountability Act ("HIPAA") and all other laws pertaining to the protection of information regarding students and/or their families.

7. Background Check

Provider shall conduct a background check on all of its employees, representatives, officers, contractors, subcontractors or representatives ("Provider Representatives") prior to allowing any Provider Representatives to have contact with any student or entering onto Customer's property. Provider shall provide the following upon request to Customer:

- Background Check, including fingerprinting and drug screening
- Copy of current license, registration and/or certifications
- Current insurance certificates showing that the individual providing Services is covered with professional and general liability insurance and a statement that the Customer will be notified not less than thirty (30) days prior to the cancellation of such insurance policy.

8. Independent Contractor Status



Nothing in this Agreement creates an employer-employee relationship, partnership, franchise, joint venture or agency relationship between the parties, and Customer will not represent to any third party that any such relationship exists. Provider has and will retain the right to exercise full control and supervision of the Services, and full control over the employment, direction, compensation and discharge of all personnel assisting Provider in the performance of the Services. Provider will be solely responsible for the payment of all social security, self-employment, federal, state and local income taxes, disability insurance, workers' compensation insurance, fees, licenses and any other statutory benefits provided to its personnel.

9. Retention and Inspection of Records

All records related to this arrangement will be kept on file by Customer for a period of four years from the date the record is made or such longer period of time as may be required by applicable law. Upon reasonable prior notice, Customer will give Provider, or its authorized representative, and any relevant regulatory agency the ability to inspect, examine, and audit, during normal business hours, such of Customer's business records as are relevant to this Agreement. The cost of any Provider inspection, examination, and audit will be at the sole expense of Provider.

Provider shall maintain complete and accurate service delivery records and records of progress by students in the areas in which the Provider is working with the students. Provider shall maintain such records for at least 7 years or as otherwise required by law.

10. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement. Notwithstanding anything to the contrary in this Agreement, Provider may assign or otherwise transfer its interest under this Agreement to any "related entity" without the consent of the other party. For the purposes of this Section, a related entity will be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of Provider's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Provider.

11. Corporate Authority

Each party represents and warrants that the individual executing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement on behalf of such corporation, person, firm, partnership or other entity and that this Agreement is binding upon such entity in accordance with its terms.



12. Force Majeure

Neither party will be liable for any delay in performance or any failure in performance caused in whole or in part by reason of force majeure, which will be deemed to include the occurrence of any event beyond the control of the parties, including, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm or act of God.

13. Counterparts

This Agreement may be executed in one or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one instrument. Signatures submitted via telecopy or electronic signature will have the same force and effect as original signatures and, as such, will be valid and binding upon the parties hereto.

14. Governing Law

This Agreement will be governed by the internal substantive law of the State of Colorado, without regard for the conflict of law principles thereof.

15. Immunity

Nothing in this Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act ("CGIA"), § 24-10-101, C.R.S., *et seq.* The Customer does not waive any provisions or immunities granted to it or its employees, agents, or officials by the CGIA.

16. Notice

Any notice required to be given under this Agreement will be in writing, and will be deemed delivered to the party to whom the notice is sent (a) when personally delivered, (b) one business day after the same is sent by overnight delivery service, or (c) three days after the same is sent by certified mail, postage prepaid, addressed to such party at the address that follows or to such other address as such party may hereinafter designate in writing:

Intended to Provider:

Braveheart Healing LLC
Attn: Zoe Sowers, Primary Contact
324 E. Railroad Ave Suite 300-B



Fort Morgan, CO 80701
Email: zoesowers@bravehearthealingllc.com

Intended to Customer:

Brush School District RE-2J
527 Industrial Park Road
Brush, CO 80723
Attn: Superintendent

17. Miscellaneous

- a. Provider shall comply with Federal and State laws, as applicable, governing the implementation of students' individual education programs ("IEPs") and 504 plans and any related documents including, but not limited to, behavior plans, health care plans and safety plans.
- b. Provider agrees to follow Customer's policies and procedures.
- c. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- d. This Agreement represents the entire agreement of the Parties and supersedes, merges and replaces all prior or contemporaneous negotiations, offers, promises, representations and agreements in regard thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of Effective Date.

PROVIDER: CUSTOMER:

Braveheart Healing LLC Brush School District RE-2J

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



EXHIBIT A

SERVICES AND RATES

(Contract Reference: 0305-03-228777)

Services

1. Braveheart Healing LLC agrees to provide on-site nursing services (Personnel) to Customer students. Braveheart Healing LLC will provide its own staff in the performance of Services. Services will be provided pursuant to Customer's policies and procedures.
2. Braveheart Healing LLC will supply Customer with Personnel who meet the following criteria:
 - a. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to Customer, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards.
 - b. Carry license or certificate and CPR card, if required by applicable laws, regulations, or accreditation standards, and present these documents to a Customer representative upon request.
3. Braveheart Healing LLC agrees to make its Services available on a scheduled basis that is mutually agreed upon between the parties. Customer will contact Braveheart Healing LLC to schedule the Services. The services will be provided for a maximum of 14 hours per week or 522 hours during the 2025-2026 school year.
4. Customer shall provide Braveheart Healing LLC with twenty-four (24) hours prior notice of all cancellations of previously scheduled services. Braveheart Healing LLC will bill Customer only for actual time worked providing services.
5. Braveheart Healing LLC agrees that the Services shall be performed in a professional manner with the care, skill and diligence normally expected of an independent contractor.



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6. Braveheart Healing LLC personnel will forward directly to Customer clinical notes and observations for each Customer student served, to be incorporated into the student's record by Customer. Braveheart Healing LLC will ensure that Personnel will prepare, using forms provided by Customer, legibly written clinical notes following each visit. Braveheart Healing LLC will ensure that Personnel submit notes for all visits within seventy-two (72) hours of visit.
 7. Braveheart Healing LLC will attempt to keep the same Personnel assigned to Customer's student for the duration of the student's need for such type of service.

Fees

1. As compensation for the Services provided by Braveheart Healing LLC pursuant to this Agreement, Customer shall pay Braveheart Healing LLC at the rate of One Hundred Twenty-Five and No/100ths Dollars (\$125.00) per hour.
2. Braveheart Healing LLC shall invoice Customer on a monthly basis for actual time worked providing Services during the preceding month. Customer shall pay Braveheart Healing LLC within thirty (30) days of receipt of such invoice.
3. Customer shall be responsible for all necessary billing and collection services to students and third-party payors. Customer shall determine the amount of all such charges. All collections received, including deductibles, copayments and coinsurance, shall be the sole property of Customer. Under no circumstances shall Braveheart Healing LLC be responsible for bad debt, adjustments or write-downs relating to said services.

Brush School District RE-2J
Board of Education
527 Industrial Park Road
Brush, CO 80723
July 21, 2025 Personnel Report

Personnel Items

1. Kassidy Picket- Transfer from Little Beets Childcare Specialist to Preschool Co-Teacher
2. Lanay Haywood - Transfer from Preschool Floater to Preschool Co-Teacher
3. John Clark as Part-Time BHS Construction Science Teacher
4. Nicolle Lowe - TP PE/SPED Para
5. Morgan Buchholz - BV 3rd Grade Teacher
6. Brooke Rule as Girls Softball Volunteer

Resignations

1. Savannah Heagney Preschool Co-Teacher effective 07/07/2025
2. Sarah Kunkle-Metzger, 3rd Grade Instructional Paraprofessional 08/03/2025