

Special School Board Meeting
Tuesday, June 23, 2026 4:30 PM Mountain

CCSD Library
709 Main Street
Westcliffe, CO 81252

Linda Brown PhD: Present
Cameron Fore: Present
Reggie Foster: Present
Stephen Konegni: Present
John Tillotson: Present

Present: 5.

1. OPENING THE MEETING
 - 1.A. Call To Order
 - 1.B. Pledge of Allegiance
 - 1.C. Roll Call
2. APPROVAL OF THE AGENDA
3. Correspondence to the Board
4. DISCUSSION ITEMS
 - 4.A. Introduction of New SRO
 - 4.B. Continuing Education Credits for Salary Movement.
 - 4.C. Basketball Shot Clocks
 - 4.D. Student Drug Testing Policy
5. ACTION ITEMS
 - 5.A. Act on Superintendent Sydney Benesch
 - 5.B. Act on Middle School / High School Principal - Joy Parrish
 - 5.C. Act on AD - Jesse Shoenfeld
 - 5.D. Act on Fall High School Coaches
 - 5.E. Act on .5 Preschool Teacher/.5 Preschool Para - Shelly Penkoff
 - 5.F. Act on Substitutes- Candice Stipanovic, Earlene Keiser, Laurie Abbott, Michelle Tillotson
 - 5.G. Act on Salary Schedule Placement - Kirsten Schubert
 - 5.H. Act on Contract with 6035 Consulting for Administrative Consulting Services
 - 5.I. Act on Workers Comp Insurance
 - 5.J. Act on Facility Insurance
 - 5.K. Act On Policy Revision (Second Read)
 1. ADC- Tobacco Free Schools
 2. BDA- Board Organizational Meeting
 3. JICJ - Cell Phone Policy
 4. IKA-Grading Assessment Systems
 - 5.L. Act on Operating Agreement with South Central BOCES
 - 5.M. Authorize Board President to Review and Sign Consolidated Application
6. NEXT MEETING
7. ADJOURNMENT

QUOTE NUMBER: 2605920.0 (Version 0) DATE: 3/30/2026

SIGN ID: 2145322 WF-BB-5218T

Custer County High School 9180729

Aundrea McCormick,
PO BOX 730
WESTCLIFFE, CO 81252-0730
720-693-5995
aundrea.mccormick@ccbobcats.net

Shipping Destination

Custer County HS - Gym
709 Main St
Westcliffe, CO 81252-9437

Job Site

Name: Custer County HS - Gym
Address: 709 Main St
City: Westcliffe
State: CO Zip: 81252-9437

PRODUCT SPECIFICATIONS

Pixel Pitch:	BBFixed LED RGB
Cabinet Size:	4ft H x 8ft L x 5in D
Cabinet Style:	Single Face Front Service
Character Size:	1 lines / 0.2 Characters at a 1" type
Approx. Weight:	163.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	6-8 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)
Electrical Service:	120 VOLT 0.0 amps (0.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 0 KWHrs x \$0.12 = \$0.00/Day</i>

OPTIONS

LED Digits	C2 - Red & Amber Bold
Scoreboard Controller	TouchConnect Wireless Scoring Controller (Single Radio)
Cabinet Color	TBD (See Color Sheet Attached)
Trim Color	TBD (see Color Sheet)
Caption Color	TBD (see Color Sheet)
Horn	Deluxe Horn
Warranty	Standard 5-Year Parts

NOTES

(1) Scoreboard - Primary

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/14/2026

System Price: "9"" Home, Visitor, 9"" Clock, 7"" Period, Team Fo

System Price	\$4,320.00 USD
Crating & Shipping <i>To Westcliffe, CO via Fixed Digit (Two Crates)</i>	Add: 772.00 USD
Estimated Sales Tax:	\$341.28 USD
Grand Total:	\$5,433.28 USD

To order Sign ID 2145322, sign here and return with down payment

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <https://tos.watchfiresigns.com/ToSSI02.pdf> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

QUOTE NUMBER: 2605920.0 (Version 0) DATE: 3/30/2026

SIGN ID: 2145323 WF-AC-5245T

Custer County High School 9180729

Aundrea McCormick,
PO BOX 730
WESTCLIFFE, CO 81252-0730
720-693-5995
aundrea.mccormick@ccbobcats.net

Shipping Destination

Custer County HS - Gym
709 Main St
Westcliffe, CO 81252-9437

Job Site

Name: Custer County HS - Gym
Address: 709 Main St
City: Westcliffe
State: CO Zip: 81252-9437

PRODUCT SPECIFICATIONS

Pixel Pitch: PRFixed LED RGB
Cabinet Size: 24in H x 24in L x 6in D
Cabinet Style: PairFront Service
Character Size: 1 lines / 0.2 Characters at a 1" type
Approx. Weight: 216.00 Lbs.
Warranty: Standard 5 Year Watchfire warranty applies.

Mfg. Lead Time: 6-8 weeks (Based on signed quote, receipt of deposit, and **artwork approval - if applicable**)

Electrical Service: 120 VOLT 2.0 amps (0.25 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed.
Example: 1.2 KWHrs x \$0.12 = \$0.14/Day

STANDARD FEATURES

Mounting Not Included

OPTIONS

LED Digits R2 - Red Bold
Scoreboard Controller Wireless Receiver Only, 2 Scoreboards
Cabinet Color TBD (See Color Sheet Attached)
Trim Color Not Available
Horn Deluxe Horn
Warranty Standard 5-Year Parts

NOTES

(2) Shot Clocks - Secondary

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/14/2026

System Price: 1-99 Shot Clock

System Price \$2,625.00 USD
Crating & Shipping Add: 47.00 USD
To Westcliffe, CO via Fixed Digit (One Crate)
Estimated Sales Tax: \$207.38 USD
Grand Total: \$2,879.38 USD

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Signature: _____ Date: _____

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QUOTE NUMBER: 2605920.0 (Version 0) DATE: 3/30/2026

SIGN ID: 2145324 WF-AC-5200T

Custer County High School 9180729

Aundrea McCormick,
PO BOX 730
WESTCLIFFE, CO 81252-0730
720-693-5995
aundrea.mccormick@ccbobcats.net

Shipping Destination

Custer County HS - Gym
709 Main St
Westcliffe, CO 81252-9437

Job Site

Name: Custer County HS - Gym
Address: 709 Main St
City: Westcliffe
State: CO Zip: 81252-9437

PRODUCT SPECIFICATIONS

Pixel Pitch: PFXixed LED RGB
Cabinet Size: 28in H x 28in L x 6in D
Cabinet Style: Double Face Front Service
Character Size: 1 lines / 0.2 Characters at a 1" type
Approx. Weight: 68.00 Lbs.
Warranty: Standard 5 Year Watchfire warranty applies.

Mfg. Lead Time: 6-8 weeks (Based on signed quote, receipt of deposit, and **artwork approval - if applicable**)

Electrical Service: 120 VOLT 6.0 amps (3.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed.
Example: 3.7 KWHrs x \$0.12 = \$0.44/Day

OPTIONS

LED Digits C2 - Red & Amber Bold
Scoreboard Controller Wireless Receiver Only, 2 Scoreboards
Cabinet Color TBD (See Color Sheet Attached)
Trim Color TBD (see Color Sheet)
Horn Deluxe Horn
Warranty Standard 5-Year Parts

NOTES**(2) Shot Clocks - Secondary****STANDARD FEATURES**

Mounting Not Included

ORDER ACCEPTANCE**QUOTE VALID UNTIL 4/14/2026****System Price: 1-99 Shot Clock with 99:59 Timer**

System Price \$3,451.00 USD
Crating & Shipping Add: 48.00 USD
To Westcliffe, CO via Fixed Digit (One Crate)
Estimated Sales Tax: \$272.63 USD
Grand Total: \$3,771.63 USD

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Signature: _____ Date: _____

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COLORS

BRANDING

Color is at the core of team and community pride. Watchfire works with you to create a look that reflects everything that is good about your brand.

CHOOSE YOUR BASE

Mix and match colors to create a dynamic two-tone look or request exact color matching.

CHOOSE YOUR CAPTION COLOR

Choose letters in white or complementary colors for contrast and team pride.

CHOOSE YOUR ACCENT

Add colorful trim to outline your scoreboard for a cohesive, branded look.

49 BEIGE 3M Beige HEX: D6C6A7	39 TAN 3M Tan HEX: A98961	131 GOLD <i>Metallic</i> Vegas 3M Satin Gold PANTONE® 872C HEX: 80704F	139 BROWN 3M Saddle Brown PANTONE® 464C HEX: 8A5D2F	13 RED <i>Tomato</i> 3M Tomato Red PANTONE® 711C HEX: BE1C0D	93 RED 3M Imperial Red HEX: AC1F2D
53 RED <i>Cardinal</i> 3M Cardinal Red PANTONE® 200C HEX: A10019	58 BURGUNDY 3M Burgundy HEX: 69012C	68 MAROON 3M Dark Burgundy HEX: 5E101F	14 ORANGE 3M Bright Orange PMS® ORANGE 021C HEX: E55E00	24 ORANGE <i>Burnt</i> 3M Terra Cotta PANTONE® 7585C HEX: A8521C	15 YELLOW 3M Bright Yellow PANTONE® 116C HEX: F5C700
25 YELLOW Gold 3M Sunflower PANTONE® 7549C HEX: FAB400	145 GOLD 3M Chrome Yellow HEX: EA9804	196 GREEN <i>Apple</i> 3M Apple Green HEX: 569A1C	46 GREEN <i>Kelly</i> 3M Kelly Green PANTONE® 340C HEX: 028D58	186 GREEN <i>Bright</i> 3M Bright Green PANTONE® 7725C HEX: 017743	56 GREEN <i>Dark</i> 3M Dark Green PANTONE® 3425C HEX: 03553D
66 GREEN <i>Forest</i> 3M Forest Green PANTONE® 3305C HEX: 18473E	96 TEAL 3M Teal PANTONE® 7713C HEX: 007A89	77 BLUE <i>Light</i> 3M Peacock Blue HEX: 4CADD3	57 BLUE <i>Olympic</i> Columbia 3M Olympic Blue HEX: 027EBC	47 BLUE <i>Intense</i> 3M Intense Blue HEX: 0459A1	37 BLUE <i>Royal</i> 3M Sapphire Blue HEX: 103275
197 NAVY 3M Light Navy HEX: 0A2748	48 PURPLE 3M Purple HEX: 402E51	38 PURPLE <i>Royal</i> 3M Royal Purple HEX: 3F2A70	10 WHITE 3M White HEX: F1F2F1	31 GREY <i>Light</i> 3M Medium Grey PANTONE® 421C HEX: A5A6A2	41 GREY <i>Battleship</i> 3M Dark Grey PMS® Cool Gray 11C HEX: 4F5965
120 SILVER <i>Metallic</i> 3M Satin Aluminum PANTONE® 877C HEX: 8A8C8C	12 BLACK 3M Black PMS® Natural Black C HEX: 111112				

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	DOCUMENT OWNER:	Finance	PROCESS OWNER:	Finance		

Watchfire Signs, LLC – SIGN TERMS OF SALE

These Sign Terms of Sale (these “Terms of Sale”) are subject to change without notice. All transactions for a System (as defined below) sold or otherwise provided by Watchfire Signs, LLC (“Watchfire”) are subject to the latest published terms and conditions (including, without limitation, these Terms of Sale and Equipment Financing Supplement, if any) which may be contained or incorporated in applicable Watchfire quotations (each, a “Quotation”), including, without limitation, each Digital Billboard Quote issued by Watchfire. Such Quotation from Watchfire to the applicable purchaser (“Buyer”), which Quotation was accepted by Buyer (whether by handwritten or electronic signature on behalf of Buyer, clicking or checking “accept” in digital format, or by other comparable manifestation of acceptance), and the Terms of Sale, Equipment Financing Supplement, Warranty Terms as in effect on the date of the Quotation (the “Warranty Terms”) (a copy of which is available at https://www.watchfiresigns.com/Standard_Warranty_Terms), and all other terms and conditions contained or incorporated therein collectively comprise the “Agreement.” In accepting a Quotation, Buyer acknowledges that it has read, understands, and agrees to the terms and conditions of the Agreement. In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to the Quotation which is executed by each of Watchfire and Buyer; (ii) second, the Quotation; (iii) third, these Terms of Sale; and (iv) lastly, any other written agreement (including any “click through” agreement provided by Watchfire with respect to the software) executed by each of Watchfire and Buyer. Notwithstanding the foregoing, (1) Watchfire’s End-User License Agreement (“EULA”) shall control Buyer’s use of and Watchfire’s obligations related to any Watchfire software (a copy of which is available at <https://www.watchfiresigns.com/EULA>) and (2) the Warranty Terms shall control with respect to Buyer’s rights and Watchfire’s obligations related to any warranty.

For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer’s purchase order or similar documents which are not executed and expressly accepted by Watchfire. A “System” means all products and services sold or otherwise provided by Watchfire to Buyer under the Agreement.

Quotation. A Quotation shall be valid and capable of acceptance and execution by Buyer for no more than fifteen (15) calendar days from its date of issuance by Watchfire, unless otherwise stated in the Quotation, at which point it shall automatically expire and be void. Without limiting the foregoing, any Quotation is subject to change or revocation by Watchfire at any time upon notice to Buyer prior to the later of (i) execution of the Quotation by Buyer or (ii) Buyer’s payment to Watchfire of the deposit contemplated below. Buyer is obligated to review the Quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the System or any portion thereof after acceptance of a Quotation are valid only when in a writing executed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer’s execution of a Quotation, Buyer shall make a non-refundable minimum deposit of one-half of the System Price reflected in such Quotation. The remainder of the System Price must be paid by Buyer no later than ten (10) Business Days prior to the Shipment Date. The System Price does not include any construction or installation of the System (unless otherwise contemplated by the Quotation and the Scope of Work (as defined below) incorporated therein), which are solely the responsibility of Buyer. An additional charge of \$100.00 shall be immediately due and paid by Buyer if any check, electronic check, or ACH transfer by Buyer is returned by Buyer’s bank as not honored for payment for any reason. In the event of any dishonored payment of Buyer, future checks, electronic checks, or ACH transfers from Buyer may not be accepted as payment for future orders, in Watchfire’s sole discretion. In the event Buyer fails to timely pay Watchfire any amount owing pursuant to the Agreement, Watchfire may, in its sole and absolute discretion, without limiting any other rights: (a) suspend its performance pursuant to the Agreement until all such payment obligations are fulfilled; (b) suspend or caused to be suspended System access, which may not be restored until all such payment obligations are fulfilled; (c) void and terminate the Agreement in the event of Buyer’s failure to pay all or any part of the non-refundable minimum deposit, while retaining any funded portion thereof; (d) charge to Buyer interest on any unpaid amount at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount permissible pursuant to applicable law; and (e) recover any amounts owing to Watchfire by Buyer from any amounts paid by Buyer to Watchfire (including any down payment). Each of the foregoing remedies are cumulative and not exclusive of each other. In addition to amounts otherwise owing by Buyer (including any interest assessed by Watchfire pursuant to the Agreement), Buyer also agrees to pay all of Watchfire’s fees and costs of collection including, without limitation, Watchfire’s attorneys’ fees and costs.

Shipment Date; Delivery Date. Within ten (10) Business Days after Watchfire’s receipt of the deposit (such date of receipt of the deposit, the “Deposit Payment Date”), Buyer shall provide Watchfire with written notice of its requested date of shipment of the portions of the System which are tangible personal property, which requested date shall not be earlier than the date which follows the Deposit Payment Date by the Manufacturing Lead Time referenced on the Quotation unless Watchfire agrees to the contrary in writing. Watchfire will promptly respond to Buyer in writing to confirm the date of shipment of the portions of the System which are tangible personal property (such confirmed date of shipment, the “Shipment Date”). The Shipment Date shall have a corresponding date of delivery (the “Delivery Date”), which will be determined using the average transit time to destination determined by Buyer. Buyer must confirm to Watchfire in writing Buyer’s readiness for shipment of the System on the Shipment Date and, accordingly, readiness for delivery of the System on the Delivery Date no later than fifteen (15) Business Days prior to the Shipment Date. If (i) Buyer fails to timely confirm to Watchfire in writing no later than fifteen (15) Business Days prior to the Shipment Date Buyer’s readiness for shipment of the System on the Shipment Date and readiness for delivery of the System on the Delivery Date or (ii) there is a Buyer Delay (as defined below), then in either such event Watchfire reserves the right, without limiting its other rights (including the rights noted under the “Shipping and Delivery Delays” heading below), to suspend its performance pursuant to the Agreement until Buyer provides Watchfire with such written confirmation, and in such case the Agreement shall be subject to corresponding equitable adjustments to time periods and the adjustments to the System

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Price contemplated herein. For purposes of clarity, the Shipment Date and the Delivery Date may not be amended to earlier dates without the prior written agreement of each of Watchfire and Buyer, which agreement may be withheld in either party's sole discretion.

Shipping and Delivery Delays. As an increase to the System Price, Buyer agrees to pay Watchfire an additional \$5,000 (the "Delay Payment") in the event Buyer provides Watchfire with written notice during the fifteen (15) Business Day period prior to the Shipment Date of a delay of more than one (1) Business Day in the Shipment Date (or the corresponding Delivery Date) (in any such case, a "Buyer Delay"), unless Buyer demonstrates to Watchfire's reasonable satisfaction that such rescheduling or delay was the result of a Buyer Force Majeure Event (as defined below) (in which case Buyer's obligation to pay the Delay Payment shall be waived). "Buyer Force Majeure Event" means any of the following acts, events or conditions beyond the reasonable control of Buyer which, despite Buyer's reasonable efforts to prevent, avoid, delay, or mitigate such acts, events or conditions, prevents or delays Buyer's performance and/or the Shipment Date: epidemic or pandemic not existing or of severity greater than as existing on the date of Buyer's execution of the Quotation, embargos, quarantines, viruses, strikes, material labor problems, governmental orders, acts of terrorism, parts or material unavailability, transportation failures, accidents, fires, war, natural disaster, and acts of God. The parties intend that the Delay Payment constitutes compensation, and not a penalty. The parties acknowledge and agree that Watchfire's harm caused by a Buyer Delay would be impossible or very difficult to accurately estimate at the time of the Quotation, and the Delay Payment is a reasonable estimate of the anticipated or actual harm that might arise from such a Buyer Delay, including for damages to Watchfire from increased manufacturing, shipping, material storage, and field rescheduling expenses. Buyer's payment of the Delay Payment is Buyer's sole liability and entire obligation and Watchfire's exclusive remedy for a Buyer Delay resulting in a delay in the initial, confirmed Shipment Date or the corresponding Delivery Date, subject to the remaining provisions under this "Shipping and Delivery Delays" heading. Further, if the System is substantially complete and, due to a Buyer Delay, is stored in Watchfire's facility beyond twenty (20) Business Days following the initial, confirmed Shipment Date, then Buyer shall thereafter pay on a monthly basis (and earlier upon the due date for the remainder of the System Price) a storage fee of \$500 per month in which the System is stored in Watchfire's facility. The foregoing storage fee obligation is in addition to the Delay Payment and Watchfire's right to terminate the Agreement upon the failure of the Shipment Date to occur within six (6) months after Buyer's execution of a Quotation.

In the event that, after the Shipment Date and prior to delivery, the Delivery Date (or the time of delivery on the Delivery Date) is delayed due to the request, action, or inaction of Buyer, then Buyer shall pay to Watchfire any costs or expenses incurred by Watchfire with respect to a System to the extent resulting from such delay in the Delivery Date (including, without limitation, delays at port, delays on the jobsite greater than 2 hours, delays at the terminal, etc.). Any such costs and expenses pursuant to the foregoing sentence must be paid by Buyer within five (5) Business Days of invoice by Watchfire to Buyer.

Cancellation. In the event Buyer requests or attempts to cancel or rescind acceptance of the Agreement (including the Quotation) at any time, Watchfire reserves the right to reject any such cancellation or rescission in its sole discretion. If Watchfire approves and accepts such a cancellation or rescission, then it may in its sole discretion, charge Buyer and Buyer shall pay Watchfire: (i) the full cost of all custom equipment and any costs or expenses incurred by or on behalf of Watchfire prior to such cancellation or rescission; and (ii) a cancellation and restocking fee equal to 50% of the System Price with respect to all standard equipment. Buyer expressly acknowledges that such charges are reasonable. Further, Watchfire shall have the right to terminate the Agreement (including the Quotation with respect to Buyer's order for the System) and retain the non-refundable deposit in the event the Shipment Date has not occurred and/or Buyer has failed to pay in full the remaining balance of the System Price and associated expenses within six (6) months after Buyer's execution of a Quotation. In the event of any such termination after title to the System has transferred in accordance with the Agreement, the title to the System shall automatically transfer back to Watchfire.

Taxes. Except with respect to the amounts of taxes set forth in the Quotation, the System Price is exclusive of all federal, state and local taxes including without limitation, sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs or duties ("Tax" or "Taxes") under or in connection with the Agreement, which shall be the sole responsibility of Buyer. Buyer shall immediately pay upon demand the full amount of any such applicable Taxes and shall hold harmless and indemnify Watchfire from the claims of any governmental authority asserting any such Tax is due and payable.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for actual shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to the System (excluding software) and risk of loss of the System shall pass to Buyer upon the later of (x) the initial, confirmed Shipment Date (without giving effect to any Buyer Delay) or (y) Watchfire's completion of the manufacture of the System (excluding software). Buyer shall inspect the System within fourteen (14) calendar days after delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of a Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped, in whole or in part, is different than identified in the Quotation; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System, in whole or in part, with a conforming System or (ii) credit or refund the price, in whole or in part, for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

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Watchfire Force Majeure. Watchfire shall not be liable for any damages as a result of any Watchfire Force Majeure Event (as defined below). In the event of any Watchfire Force Majeure Event, the Shipment Date and, accordingly, the Delivery Date shall be extended for a period of time reasonably necessary to cover the effect of such Watchfire Force Majeure Event. Further, in the event of the existence of a Watchfire Force Majeure Event which results in cost increases of the System of ten percent (10%) or more from the date of issuance of such Quotation, the System Price shall be equitably adjusted to reflect such cost increases. “Watchfire Force Majeure Event” means any acts, events, or conditions beyond the reasonable control of Watchfire, including, without limitation, telecommunications failures, technology attacks, instability and unavailability of the Internet, epidemic, pandemic, quarantines, viruses, strikes, material labor problems, embargos, tariffs, governmental orders, acts of terrorism, parts or material unavailability, transportation failures, accidents, fires, war, natural disaster, acts of God, or other acts, events, or conditions causing increase in cost of the System or delay in the ability to manufacture and ship the System.

Intellectual Property. Buyer acknowledges that Watchfire retains ownership of all Watchfire-owned intellectual property and Watchfire retains its other rights of all third party-owned intellectual property in any materials, goods, software and production process which may be developed or delivered under the Agreement. For purposes of clarity, all drawings, designs, and layouts of proposed builds (in any form, including print and digital) are deemed Watchfire-owned intellectual property. Buyer agrees to execute any documentation reasonably requested by Watchfire to memorialize the ownership by Watchfire of all such intellectual property rights. For the avoidance of doubt, in no case shall Buyer obtain any ownership or other rights to any software loaded into the System or otherwise delivered to Buyer beyond what is provided in the EULA or another limited license agreement between Buyer and an applicable third-party with respect to software loaded into the System or otherwise delivered to Buyer pursuant to the Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer’s name along with photographs and images of the System in Watchfire’s advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

Third-Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third-party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

General Representations and Warranties. Each party represents and covenants that: (a) it has obtained and shall maintain the power and authority to enter into the Agreement, to grant the rights herein granted and to undertake its obligations hereunder, without the further consent of any other person or entity; (b) it is not a party to any written agreement with a third party, the terms of which prohibit or restrict such party from performing its obligations hereunder; and (c) it is not a party to any pending litigation, the resolution of which is reasonably likely to adversely affect the ability of such party to fully perform its obligations hereunder, nor is any such litigation reasonably contemplated.

Limitations. Buyer’s exclusive remedy for Watchfire’s breach of the Agreement as to any term thereof (including, without limitation, the Warranty Terms), and Watchfire’s only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire’s sole discretion. **WATCHFIRE’S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE AND THE WARRANTY TERMS) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN AND IN THE EULA, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY, WHETHER PURSUANT TO THE WARRANTY TERMS OR OTHERWISE) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER; AND, SUBJECT TO THE FOREGOING PORTION OF THIS SENTENCE, WATCHFIRE’S LIABILITY UNDER ANY WARRANTY PURSUANT TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNDER THE WARRANTY TERMS), WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE ACTUALLY DELIVERED TO BUYER. BUYER AGREES THAT THESE LIMITATIONS ON LIABILITY AND REMEDIES ARE INDEPENDENT OF THE AGREED REMEDIES UNDER THE AGREEMENT.**

Disclaimer. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THESE TERMS OF SALE AND THE WARRANTY TERMS) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER’S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE.

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Indemnification for Use of Content. BUYER SHALL AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO CONTENT (INCLUDING IMAGERY) DISPLAYED UTILIZING THE SYSTEM; PROVIDED, HOWEVER, THE FOREGOING INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO A BUYER WHICH IS A FEDERAL, STATE, REGIONAL, MUNICIPAL OR LOCAL GOVERNMENTAL OR ADMINISTRATIVE AUTHORITY (COLLECTIVELY, A "GOVERNMENTAL AUTHORITY") WITH RESPECT TO THE CONDUCT OF THIRD-PARTY END USERS.

Site Preparation. Without limiting other provisions of these Terms of Sale (including under the "Installation Assumptions" heading below), Buyer is responsible for the supply and provision of electrical, data, internet, and required conduit terminated in conformity with applicable laws, codes, regulations, and similar rules and requirements within fifteen (15) feet of the proposed installation. Structural provisions not shown in Watchfire drawings are required to be provided by Buyer. Control room set-up includes unpackaging and connection of Watchfire provided products. Standard Watchfire online product and software training is provided by Watchfire. All other control room hardware, organization, installation of conduit, and layout is required to be provided by Buyer. Buyer is responsible for obtaining product training, service, and support with respect to any hardware or software not branded as "Watchfire" directly from the manufacturer or owner of such hardware, software or other product.

Installation Assumptions. All Work performed under the Agreement shall be subject to the assumptions and scope of work (the "Scope of Work") incorporated into the Quotation or elsewhere in the Agreement. If no Scope of Work is provided, Watchfire will perform as a material supplier and provide reasonable product support and guidance only. For purposes of the Agreement, the "Project Site" shall mean the location of Buyer's products being installed by or on behalf of Watchfire; the "Operations Area" shall mean the portion of the real property to which Watchfire shall have access in connection with the Work, whether more or less than the entirety of the Project Site; and the "Work" shall mean, if any, the installation and all related services to be performed by Watchfire or Watchfire's contractor(s) under the Agreement. Each of the following are excluded from the Work and the quoted price unless specifically reviewed and listed in the Scope of Work and, accordingly, are Buyer's responsibility (each of the following, collectively, "Excluded Scope and Costs"): (i) fabrication, construction, installation, or modification of any structure, adjacent signage, electrical service, overload protection devices, and any apparatus not manufactured and supplied directly by Watchfire; (ii) additional costs and efforts (beyond those reflected in the Scope of Work) to gain access beyond readily available standard personnel lifts and Watchfire's ordinary course hand tools; and (iii) additional or ancillary services or requirements (beyond those reflected in the Scope of Work), including, but not limited to, lane closures, pedestrian protection, Project Site security or safety, permits, prevailing wage requirements, specific labor agreements, design services, stamped and approved engineering drawing costs, inspections, permitting, cranes, off-road material handling, additional labor for groundwork, landscaping, additional mounting, utility removal, tree trimming, utility location and connection, Project Site access costs, licenses or costs associated with requests for payment or software or other submission processes or requirements in connection with project documentation, computer aided design (CAD) files or materials, documentation required pursuant to federal, state, local or other laws, codes, regulations, or similar rules or requirements, disposal fees or services and hazardous waste fees. Additional trim, finish pieces to fit and match facility, or decorative materials are not included in the quoted price or the Scope of Work. Buyer will, at Buyer's cost and expense, provide Watchfire and its contractor(s) with unfettered access to the Project Site for the duration of the performance of the Work by or on behalf of Watchfire, including the period from the commencement of the Work through completion of any punch list items. Such access will include, without limitation, adequate space on and around the Project Site for materials storage, lay-down and staging areas, toilet facilities, and loading and unloading areas. Unless otherwise depicted in the Scope of Work, the Operations Area will be the entirety of the Project Site and access will be during normal working hours (Monday thru Friday 7 a.m. to 5 p.m.). Upon Watchfire's written request to Buyer, Buyer will also provide Watchfire and its contractor(s) with access to the Operations Area after completion of the Work to investigate any alleged defect. No later than commencement of the Work by Watchfire under the Agreement, Buyer will, at Buyer's cost and expense, furnish all easements and other rights of way, which are reasonably necessary for Watchfire to perform such Work and access to the Project Site and Operations Area, including (a) all crane-swing and equipment easements and (b) all easements and approvals necessary for the installation and maintenance of utilities. The time for Watchfire's performance and the System Price in connection with any Work will be increased as applicable to account for any increased costs and delays arising out of Buyer's failure to comply with the foregoing obligations. Buyer represents and warrants to Watchfire that: (a) Buyer is the fee simple owner of, or has the legal right to use or occupy the Project Site and Operation Area; and (b) upon commencement of Work, there will be no encumbrances or restrictions applicable to the Project Site and Operation Area that will prevent or interfere with Watchfire's performance of the Work and Watchfire's use of the Project Site and Operation Area, except those, if any, specifically identified in the Scope of Work. In the event that Watchfire becomes subject to or incurs any Excluded Scope and Costs, without limiting any rights of Watchfire (including, without limitation, to suspend performance until Buyer performs and satisfies, as applicable, such Excluded Scope and Costs), Buyer shall pay to Watchfire any costs or expenses with respect thereto. Nothing herein shall require Watchfire to assume obligations with respect to any Excluded Scope and Costs or changes to the Scope of Work.

Unforeseen Conditions. "Unforeseen Conditions" are: (a) Project Site specific, or latent physical conditions at the Project Site (including, without limitation, conditions of any structure or improvement located at the Project Site onto which the Work is to be performed or any component part thereof is to be located, affixed, attached, or installed) differing or omitted from the Scope of Work, whether or not concealed or undisclosed; (b) conditions which are unusual in nature or differing from those ordinarily encountered and generally recognized as inherent in the Work; (c) differences or changes in the Project Site or Operations Area between the time of Watchfire's issuance of the Quotation (or inspection by Watchfire, if earlier) and commencement of the Work; (d) electrical or electromagnetic issues,

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conditions, or requirements at the Project Site, including, but not limited to, power fluctuations and harmonics and power surges or drops, in each case due to, caused by, resulting from or arising out of other electrical equipment, devices or facilities not a part of the Work, electromagnetic radio or other atmospheric interference or disturbance, Wi-Fi signal loss, hard wired data interference, onsite internet service loss, and/or any other electrical interference, damage or disturbance not caused by Watchfire or anyone for whom Watchfire is legally responsible; and (e) any hazardous substances encountered at the Project Site that were not brought to the Project Site by Watchfire or its contractors. If Watchfire encounters Unforeseen Conditions that affect the Work, Watchfire shall promptly notify Buyer in writing and the time of performance shall be equitably adjusted. If Watchfire incurs costs or expenses as a result of the Unforeseen Conditions, Buyer shall pay to Watchfire, as an increase to the System Price, any costs or expenses resulting from the Unforeseen Conditions. Notwithstanding anything to the contrary contained in the Agreement, BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT WATCHFIRE SHALL NOT BE OBLIGATED TO UNCOVER ANY CONCEALED OR UNDISCLOSED CONDITIONS AT THE PROJECT SITE OR ANY CONDITIONS THAT COULD HAVE BEEN REVEALED OR DISCLOSED BY BUYER HAD BUYER PROVIDED WATCHFIRE WITH COMPLETE AND CURRENT BUILDING PLANS AND SPECIFICATIONS, INVESTIGATIONS AND OTHER REPORTS CONCERNING SUCH PROJECT SITE BUT FAILED, FOR WHATEVER REASON, TO DO SO. FOR ALL PURPOSES HEREIN, “CONCEALED,” “UNDISCLOSED” AND WORDS OF SIMILAR IMPORT SHALL MEAN THAT SUCH INFORMATION WAS NOT IDENTIFIED IN THE SCOPE OF WORK. WATCHFIRE IS RELYING SOLELY AND EXCLUSIVELY ON THE DOCUMENTATION, INFORMATION AND OTHER MATERIALS PROVIDED BY BUYER AND INCORPORATED IN THE SCOPE OF WORK REGARDING THE PROJECT SITE AND SHALL HAVE NO DUTY OR OBLIGATION TO DETERMINE THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE SAME. NO INVESTIGATION OR INSPECTION BY WATCHFIRE IN ADVANCE OF THE ISSUANCE OF THE QUOTATION SHALL IMPACT THE FOREGOING.

Notices. Except as otherwise provided in the Agreement (i.e., with respect to notices to Watchfire’s Helpdesk contemplated by the Warranty Terms), all notices and other communications under the Agreement (each, a “Notice”) shall be in writing and addressed to the applicable party at the physical or e-mail address set forth on the face of the Quotation or to such other physical or e-mail address that may be designated by the recipient in writing. Except as otherwise provided in the Agreement, a Notice is effective only (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Certain Definitions. For purposes of the Agreement, (i) “Business Day” means, individually, and “Business Days” means, collectively, any calendar day that is not a Saturday, a Sunday, or any other calendar day on which banks are required or authorized by law to be closed in Vermilion County, Illinois; and (ii) the “System Price” shall mean the purchase price reflected in such Quotation (including applicable taxes set forth in the Quotation, crating, transportation, delivery charges, and any other related expenses known to Watchfire at the time of such Quotation), as may be adjusted by Watchfire in accordance with these Terms of Sale.

Assignment. Buyer may not assign the Agreement, or any portion thereof, without the written consent of Watchfire. Watchfire reserves the right to, without consent of Buyer, assign any of its rights and delegate any of its duties under the Agreement to a successor, subsidiary, parent company, or affiliate of Watchfire, or in connection with a merger or sale or all of substantially all of Watchfire’s assets relevant to the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Relationship of Parties. The Agreement is only intended to create an independent contractor relationship and is not intended to create any other relationship such as a partnership, franchise, joint venture, agency or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor nor bind the other party.

Non-Exclusive Agreement. The Agreement does not grant to Buyer an exclusive right or privilege to receive from Watchfire any System or services. Watchfire reserves the right to contract with other parties for the sale and procurement of comparable products, services, or for the sale and performance of any other activities contemplated hereunder.

Export. The System and related technology and software are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Buyer agrees not to export, reexport, or transfer, directly or indirectly, any software or technical data acquired from Watchfire, or any products incorporating such software or data, in violation of the United States export laws or regulations.

Counterparts. The Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept electronic signatures and signatures delivered electronically or by facsimile in lieu of original signatures, and the Agreement will have the same binding and enforceable effect as it would have with original signatures.

Severability; Governing Law; Venue; Arbitration. Should any part of the Agreement be found invalid, the other parts shall remain unaffected and shall be enforceable. The Agreement shall be governed by the laws of the State of Illinois, without regard to choice of law principles; provided, however, in the event Buyer is a Governmental Authority, this Agreement shall be governed by the laws of the State to which the System is to be shipped by Watchfire pursuant to the Agreement. In the event Buyer is not a Governmental Authority, any controversy or claim arising out of or relating to the Agreement, whether sounding in contract or tort, which cannot first be resolved amicably and satisfactorily between the parties, shall be resolved by arbitration in Vermilion County, Illinois administered by the American

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Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Subject to the arbitration provision above, any litigation arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms), whether sounding in contract or tort, shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois; provided, however, in the event Buyer is a Governmental Authority, any litigation arising out of or relating in any way to the Agreement shall be in the state or federal courts located in the State to which the System is to be shipped by Watchfire pursuant to the Agreement. Watchfire shall be entitled to recover all attorneys’ fees and costs should it prevail in any litigation, arbitration, or other dispute arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms).

Entire Agreement; Amendment. The Agreement is the complete and exclusive statement of the contract between Watchfire and Buyer with respect to the subject matter of the Agreement, and supersedes any prior written or oral agreement regarding the same subject matter. No waiver, consent, modification, amendment or change of the terms contained in the Agreement shall be binding unless in writing and signed by the duly authorized representatives of both Watchfire and Buyer.

ELECTRO-MECH SCOREBOARDS

322 Friendship Rd
Clarksboro, NJ 08020
Phone: 856-381-8888



Quotation

DATE March 13, 2026
Quotation # CCSD-LX2665
Customer ID

Bill To: Ship To:

Custer County School District

Westcliffe, CO 81252
Aundrea McCormick
[720-683-5995](tel:720-683-5995)
aundrea.mccormick@ccbobcats.net

Quotation valid until: June 11, 2026
Prepared by: Ed Howell
Phone: 856-381-8888
Email: ed@howelltosports.com

Comments or special instructions:

QTY	MODEL	Description	Unit Price	\
2	LX2665	Basketball display w/ Time Outs and volleyball/wrestling captions (10 ft x 5 ft)	\$ 4,950.00	\$ 9,900.00
		Choice of 18 colors		
		Red or Amber LED's, WHITE border striping & captions,		\$ -
		mounting hardware, control console & 5 year limited warranty		\$ -
2	SL	ScoreLink RF Modem Set (indoor or outdoor version)	\$ 940.00	\$ 1,880.00
2	CC	Protective Foam-Padded Carrying Case for Control Console	\$ 160.00	\$ 320.00
1	LX2160	Set of two Shot Clocks with End of Period Indicator	\$ 2,500.00	\$ 2,500.00
2	REC	Receivers for shot clocks	\$ 470.00	\$ 940.00
1	HH	Wired Handheld Shot Clock or Play Clock Switch Assembly	\$ 80.00	\$ 80.00
		Current Production time is 4 weeks from date of order		
		Quote does not include installation unless otherwise specified		
Sub Total			\$	15,620.00
Shipping			\$	2,100.00
TOTAL			\$	17,720.00

Thank you for the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number and date on the lines provided below.

Signature Of Authorized Purchaser

Purchase Order Number

Date

THANK YOU FOR YOUR BUSINESS!



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Keisha Spagnoletti Email: KSpagnoletti@bsnsports.com | Phone: **303-330-8252**

Sold to
1928068
CUSTER COUNTY SCHOOL
709 Main Street
WESTCLIFFE CO 81252-0730
USA

Ship To
1928068
CUSTER COUNTY SCHOOL
Aundrea McCormick
709 Main Street
WESTCLIFFE CO 81252-0730
USA

Payer
1928068
CUSTER COUNTY SCHOOL
709 Main Street
WESTCLIFFE CO 81252-0730
USA

Order Summary

Cart #: 14327844
Purchase Order #: Daktronics Scoreboards/Sh
Cart Name: Dak Boards
Order Date: 10/14/2025
Estimated Delivery: 10/31/2025
Payment Terms: NT30
Ship Via:
Ordered By: Keisha Spagnoletti

Item Description	Qty	Unit Price	Total
Daktronics 6x10 Basketball Scoreboard Item # - NSPHG	2 EA	\$ 7,755.00	\$ 15,510.00
Ad Panel, Above or Below Display Item # - NSPHG	1 EA	\$ 1,090.00	\$ 1,090.00
Package 3- Wireless BB-2114 Item # - NSPHG	1 EA	\$ 3,955.00	\$ 3,955.00
Optional Install (non-prevailing wages) Item # - NSPINSTALL	1 EA	\$ 10,250.00	\$ 10,250.00

Subtotal:	\$30,805.00
Other:	\$0.00
Freight:	\$940.00
Sales Tax:	\$0.00
Order Total:	\$31,745.00
Payment/Credit Applied:	\$0.00
Order Total:	\$31,745.00



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Item Description	Qty	Unit Price	Total
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Scoreboards, Shot Clocks and Installation
Customer responsible for unloading delivery truck
Freight based dock to dock
(Additional costs if offloading assistance is needed)
Recommended customer to inspect delivery for damages
Labor is based on non-prevailing and non-union wages. If prevailing
or
union wages are needed, customer is responsible for providing
wage rate/schedule as pricing is subject to change.
* Labor quote based solely upon information provided by
customer/contractor.
Any requests for changes to the scope of work or any unforeseen
conditions shall be made in writing with signed acceptance by
authorized
personnel as pricing is subject to change.
--
STANDARD EXCLUSIONS (list is not all inclusive):
1. Demolition of any/all structures unless otherwise specified.
2. Surface Protection
3. Electrical
4. Excavation, Concrete or Landscaping work
5. Grade level concrete flatwork
6. Painting or amenity touch ups due to preexisting conditions
7. Permit or plan review fees
8. Liquidated damages
9. Trash receptacles for construction debris
10. Any insurance other than that is needed to perform work.
11. Bonding
12. Licenses
13. Sales/use tax
14. Prevailing/Union wages
15. Any other items not listed in the scope of work are subject to
additional mobilization and/or material charges.
16. If new tariffs, duties, or similar government-imposed charges are
introduced after a proposal or contract execution, the parties will
renegotiate pricing in good faith to reflect the impact of such
charges. If such charges occur, notification will be sent in writing,
and the order
process will be halted until new terms have been agreed upon by both
parties

(2) Shot Clocks
(2) Shot Clock Mounting brackets
(1) Replace existing scoreboard wireless receiver
(1) Replace power control module
(1) Replace controller board.
(1) Scissor Lift
No floor protection Quoted
1 YEAR INSTALLATION WARRANTY

Important Project Disclosures:
Scissor lifts with non marking tires will be provided and utilized to
complete the installation of equipment
Facility must provide ground level, double door access with a
removable
center mullion, access must be unobstructed and gymnasium
access available to installers from school open time until the
custodians leave for the night. Indoor facilities must have adequate
lighting over



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Item Description	Qty	Unit Price	Total
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the entire work area, climate controlled and/or adequate air ventilation, functional restrooms nearby, and drive up access to the exterior of buildings within 100ft to bring in all materials and equipment necessary to satisfactory complete installation.
Must provide full name & direct contact ph# of facility maintenance supervisor or facility official responsible for making decisions regarding the equipment being professionally installed in the event specific questions need to be answered prior to scheduling and while on-site under construction.
We will make final electrical connections if there is existing power in the desired location of the new scoreboards, we also will test all functions and train (1) athletic employee on the operations of the new wireless remote.
Quotes provided are good for 30 days from receipt.
Once onsite if information provided deviates from actual circumstances, quote subject to change.
Quoted utilizing non-prevailing wages

Fall Coaches

FB- Nick Effle- Head Coach

Tara Simmons - Assistant Coach

Dick Gerring - Volunteer Assistant

VB- Serenity Selden

Cross County- Maria Baldwin - Head Coach

I received a text from Jeremiah Taylor that he was no longer interested in coaching. I suggest we proceed with Maria as head and continue our search for an assistant. Maria was a D-1 cross county runner and is involved in the Coaches Association. She will make an excellent choice.

SOUTH CENTRAL BOARD OF COOPERATIVE EDUCATIONAL SERVICES OPERATING AGREEMENT

ARTICLE I – PURPOSE AND AUTHORITY

This Operating Agreement (“Agreement”) is entered into effective July 1, 2026, by and between the South Central Board of Cooperative Educational Services (“SC-BOCES”) and the participating member school districts identified in Article II (collectively, the “Districts” and individually, a “District”).

This Agreement is entered into pursuant to applicable Colorado law, the Individuals with Disabilities Education Act (IDEA), and the Colorado Exceptional Children’s Educational Act (ECEA).

SC-BOCES serves as the Special Education Administrative Unit (“AU”) responsible for coordinating, monitoring, and ensuring compliance with the Individuals with Disabilities Education Act (IDEA), the Colorado Exceptional Children’s Educational Act (ECEA), and all implementing regulations for the geographic area served by Districts.

ARTICLE II – MEMBER DISTRICTS

The following districts are members of South Central BOCES:

Aguilar #6
Branson RE-82
Fremont RE-3 (Cotopaxi)
Crowley County RE-1-J
Custer County C-1
Fowler R-4J
Hoehne #3
Huerfano RE-1
La Veta RE-2
Manzanola 3J
Primero #2
Trinidad #1

ARTICLE III – RESPONSIBILITIES OF MEMBER DISTRICTS

Each District shall provide special education services for eligible students enrolled in the District in accordance with IDEA and ECEA without using SC-BOCES staff or resources except as herein expressly provided. Each District retains responsibility for the day-to-day implementation of special education services, staffing, supervision of district employees, and delivery of IEP services unless otherwise expressly agreed in writing.

Each District shall:

- Employ qualified special education teachers and paraprofessionals. Comply with SC-BOCES policies and procedures and the requirements of federal and state law and regulations concerning the education of children with disabilities.
- Ensure the provision of a Free Appropriate Public Education (“FAPE”) to eligible students with disabilities in the Least Restrictive Environment (“LRE”) consistent with IDEA and ECEA requirements.
- Maintain and implement Child Find procedures designed to identify, locate, evaluate, and refer students suspected of having disabilities in accordance with IDEA and ECEA requirements.
- Maintain accurate and current special education records and provide SC-BOCES timely access to student records, evaluations, IEPs, service documentation, and compliance data necessary for AU oversight and monitoring responsibilities.
- Collaborate with the SC-BOCES Director of Special Education regarding program supervision and compliance.
- Ensure administrators and staff participate in required special education meetings and trainings.
- Ensure District administrators or designees shall participate in initial eligibility meetings, reevaluation meetings, manifestation determination meetings, and other special education meetings as required by IDEA, ECEA, or SC-BOCES procedures.
- Maintain confidentiality of student records.
- Provide eligible students with disabilities access to educational programs, services, extracurricular activities, and supports consistent with IDEA, ECEA, Section 504, and Least Restrictive Environment requirements.

Districts are solely responsible for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA).

The Districts acknowledge that SC-BOCES is not responsible for Districts’ compliance with the Safe Schools Act or District efforts to conform with Colorado School Safety Resource Center recommendations.

ARTICLE IV – RESPONSIBILITIES OF SC-BOCES

SC-BOCES shall serve as the **Special Education Administrative Unit** responsible for monitoring compliance with IDEA and ECEA for the geographical areas served by the Districts.

The SC-BOCES Director of Special Education, or designee, shall:

- Monitor referral, evaluation, eligibility, and IEP processes.
- Review credentials of special education staff.
- Provide professional development and technical assistance.
- Monitor compliance with federal and state requirements.

SC-BOCES shall have authority to conduct compliance reviews, file reviews, corrective action monitoring, and program oversight activities necessary to ensure compliance with IDEA, ECEA, and Colorado Department of Education requirements. Districts agree to timely implement

corrective actions, technical assistance recommendations, and compliance directives issued by SC-BOCES or the Colorado Department of Education. If disagreements arise regarding interpretation of special education law or regulation, the parties shall attempt to resolve the issue collaboratively. If resolution cannot be reached, the interpretation of SC-BOCES as Administrative Unit shall control.

ARTICLE V – CONTINUUM OF SPECIAL EDUCATION SERVICES

Each of the Districts is responsible for hiring, supervising, and evaluating, at its own sole cost and expense, at least one licensed and endorsed Special Education Teacher meeting all CDE requirements in each school, and paraprofessionals as appropriate, who work exclusively in the District and are assigned to serve students in each building in the respective District. Each District shall ensure that the Special Education Teacher understands that he/she is subject to the directives and authority of the SC BOCES Special Education Director or designee in respect to all matters concerning compliance with IDEA and ECEA, and that the Special Education Teacher(s) cooperates fully with the SC-BOCES staff in all such matters.

SC-BOCES may provide itinerant related services including:

- Speech-Language Pathology
- Occupational Therapy
- Physical Therapy
- School Psychology
- Social Work
- Vision and Hearing services
- Early Childhood Special Education
- Audiology

Related services provided by SC-BOCES personnel shall be delivered consistent with student IEPs, service schedules, staffing availability, and applicable state and federal requirements.

ARTICLE VI – SPECIALIZED OR OUT-OF-DISTRICT PLACEMENTS

If a student requires services that cannot be provided within the District or SC-BOCES programs, placement in a specialized program or facility may be necessary. Placement decisions shall be determined through the IEP process consistent with IDEA least restrictive environment requirements.

SC-BOCES shall assist with coordination of such placements. The costs of these placements shall be the responsibility of the **resident District**.

ARTICLE VII – COST ALLOCATION AND FUNDING

Each District shall contribute financially to SC-BOCES according to financial policies adopted by the SC-BOCES Board of Directors.

Funding contributions may include, but are not limited to:

- membership fees
- administrative costs
- operational costs
- proportional service costs
- program costs, including center-based program costs and
- subscription-based services.

SC-BOCES shall receive and administer all **federal and state special education funds** allocated to eligible students within the Districts.

ARTICLE VIII – LEGAL DEFENSE AND LIABILITY

SC-BOCES shall coordinate the defense of formal complaints, due process hearings, or administrative reviews related to special education services. Districts shall immediately notify SC-BOCES upon receipt of any complaint, state complaint, due process filing, OCR complaint, attorney correspondence, or other legal notice relating to special education matters. The costs of such defense will be borne by the SC-BOCES from its special education service budget. In the event of such legal proceeding, the District shall give its full cooperation to and follow the advice and instructions of the BOCES and assigned defense counsel in the course of such proceedings.

Liability shall be assigned as follows:

- If the violation results from actions of SC-BOCES personnel, SC-BOCES shall assume responsibility.
- If the violation results from actions of District personnel, the District shall assume responsibility.
- If the violation results from a decision made by a particular District in agreement with the SC-BOCES, then the District and SC-BOCES will share the full amount of such costs.

ARTICLE IX – SEPARATION AND FINANCIAL OBLIGATIONS

A member District may withdraw from SC-BOCES only upon adoption of a formal board resolution, approval by the SC-BOCES Board of Directors, and at least twelve (12) months' written notice, effective June 30 of the applicable fiscal year.

Any change in participation in the SC-BOCES Administrative Unit for special education purposes shall comply with applicable Colorado Department of Education and State Board of Education requirements.

Prior to withdrawal, the District shall satisfy all financial and contractual obligations owed to SC-BOCES.

Grant funds administered through SC-BOCES remain under SC-BOCES authority unless otherwise approved by the granting agency. Equipment purchased with grant funds remains SC-BOCES property unless reassigned in accordance with applicable regulations.

ARTICLE X – MEMBER DISTRICT PROGRAM COMMITMENT

Districts participating in SC-BOCES programs or grant-funded initiatives agree to support implementation of such programs for the duration of the applicable grant or program period unless otherwise approved by the SC-BOCES Board of Directors.

If a District withdraws from a program before completion of the grant or program term, the District may be required to return grant-funded equipment, reimburse SC-BOCES for program costs incurred on its behalf, and cooperate in the orderly transfer or continuation of program responsibilities.

All grant funds administered by SC-BOCES remain under SC-BOCES authority unless otherwise approved by the granting agency.

ARTICLE XI – EFFECTIVE DATE

This Agreement shall become effective **July 1, 2026**, and shall remain in effect until amended or replaced by agreement of the parties.

SIGNATURES

School District: _____

Board President: _____

Superintendent: _____

South Central BOCES Executive Director: _____



QUOTE

Lori A. Cooper, Ph.D.
lori.cooper.cos@gmail.com

Walter C. Cooper, Ed.D.
cooper.walt@gmail.com

3460 Clubheights Drive
Colorado Springs, CO 80906
719-499-3622

Prepared for:
Custer County School District C-1

Quote #101
Customer ID CCSD C-1

Proposal: New Superintendent Coaching and Consulting Support

Purpose

This proposal outlines six months of executive coaching and strategic consulting support for a newly appointed superintendent. The engagement is designed to support a successful transition into the role through confidential thought partnership, strategic guidance, and practical implementation support during the superintendent's critical early months of leadership.

Overview of Services

The first months of a superintendency are often shaped by relationship-building, board communication, stakeholder engagement, review of district priorities, and the development of a disciplined entry plan. This engagement provides responsive support to help the superintendent navigate those demands with clarity, confidence, and a strong focus on long-term effectiveness.

Services may include:

- Confidential one-to-one executive coaching sessions.
- Transition and entry planning support, including early-priority setting.
- Strategic consultation on board communication, governance, and leadership alignment.
- Guidance for stakeholder listening, community engagement, and early messaging.
- Problem-solving support related to district systems, leadership challenges, and organizational alignment.

Timeline: July 2026-December 2026

Intended Outcomes

The engagement is designed to help the superintendent:

- Build trust with the board, leadership team, and community stakeholders.
- Clarify priorities and establish a focused entry plan for the first 100 days and beyond.
- Strengthen communication, decision-making, and leadership presence during the transition period.
- Align early actions with district goals, culture, and long-term strategic direction

Engagement Structure

A typical six-month structure may include regular executive coaching sessions, scheduled consultation meetings, and responsive support as needed around key transition issues. Work is tailored to the superintendent's context, priorities, and emerging needs, with an emphasis on confidentiality, practical application, and sustained leadership growth.

Investment

The quotation for this engagement includes six months of personalized coaching and consulting support for a newly appointed superintendent. The fee reflects confidential executive coaching, transition planning, strategic consultation, and ongoing access to experienced leadership support during a pivotal period of district leadership.

- Hourly rate: \$185/hour (discount of \$75/hr)
- Not-to-exceed: 50 hours over six months (max \$9250 in fees)
- Mileage reimbursed at IRS or state rate, capped at 1,500 miles (or at a dollar cap of \$1,087.50 in travel)

***Thank you for trusting the 6035 Group
to Elevate Leadership and Learning in your District!***



June 12, 2026

Custer County Consolidated Schools C1
709 Main St
Westcliffe, CO 81252

RE: Workers Compensation Coverage
Carrier Name: Dakota Truck Underwriters
Policy Number: WC010-0091134-2026A
Policy Period: 7/1/2026 – 7/1/2027

Dear Kyle Hebbard:

Thank you for partnering with Risk Administration Services, (RAS) and its group of companies for your Workers' Compensation needs.

RAS is committed to building strong partnerships distinguished by frequent communication with employers, fair treatment of injured workers and proactive claims management. To aid us in this commitment, we offer a spectrum of online tools and services via our insured portal. To gain access to our online portal, please contact Policy Services at 800.732.1486 ext. 5556 or email polycyservices@RASCompanies.com.

Online Tools and Services Offered:

- Online Bill Payment
- Claims Management
 - Report a Claim Online
 - View Claim Detail
- View and Download Your Policy
- Resource Hub
 - Loss Control and Safety Resources
 - Education and Reference Materials
 - State Claim Kits and Posters as applicable (can also be requested via email at firstreports@RASCompanies.com or call 877.585.1117)
- Ad Hoc Reporting
 - Loss Runs
 - Account Overview
 - Claims Summary

Thank you for the opportunity to be your Workers' Compensation partner. We look forward to working with you.

FAQ

Understanding DTU Reciprocal Insurance and 2026 SSA Program Enhancements

2026 ENHANCEMENTS TO DTU SSA PROGRAM

New for 2026, DTU is updating and enhancing its SSA Program to be more responsive to the most recent results of its subscribers. We will continue to reward profitable and tenured Subscribers along with distributing a majority of SSA balances to active Subscribers with the 2026 policy renewals.

NEW SUBSCRIBERS

New to DTU with policy effective date January 1, 2026, and after.

Subscribers with more than \$50,000 in final audited premium will be eligible to participate in the Program through Award Plan B. Once 5 years of tenure is reached, Subscribers will be eligible for Award Plan A.

ACTIVE SUBSCRIBERS

Subscribers with a 2025 in-force policy and renew their policy in 2026.

Active Subscribers WITH an SSA balance as of 12/31/2025

Up to 95% of their SSA balance will be returned within approximately 120 days of their 2026 policy renewal date for regulatory purposes. (Exception is for SSA balances being held as collateral for loss sensitive programs). A small portion of SSA balances will be maintained to support pro rata Subscriber voting rights of the reciprocal. Interest will accrue on the SSA balances held. Subscribers renewing their 2025 policy in 2026, will then be governed by the 2026 DTU SSA Policies. Non-renewing Subscribers will continue to be governed by the 2025 DTU SSA Policies in effect as of their 2025 policy issuance date.

Renewing Subscribers will also be eligible to participate in the **NEW Subscriber Award Program ("Program")** beginning January 1, 2026. The Program is based on earned premium, direct incurred losses, and other eligibility requirements. The Program will also reward tenure for Subscribers insured at least 5 years with DTU and no longer has SSA excess loss offset components. **There are no Program minimum premium eligibility requirements for Active Subscribers with an SSA balance as of 12/31/2025.**

Subscribers having 5 or more consecutive years of tenure with DTU will be eligible for Award Plan A. Other Subscribers will be eligible for Award Plan B. Once 5 years of tenure is reached, Subscribers will be eligible for Award Plan A. [See Program Plans attached.](#)

Active Subscribers WITHOUT an SSA balance as of 12/31/2025

Subscribers may still be eligible for the Program but must meet Program eligibility requirements including annual premium of at least \$50,000. Those Subscribers with 5 or more years of tenure with DTU will be eligible for Award Plan A, while other Subscribers will be eligible for Award Plan B. Once 5 years of tenure is reached, Subscribers will be eligible for Award Plan A.

INACTIVE SUBSCRIBERS

Subscribers whose policy has either terminated or terminates on or before 12/31/2025.

Inactive Subscribers will continue to be governed by the approved DTU SSA Policy in effect as of December 31, 2025. If a Subscriber has contributed initial surplus, their initial surplus contribution is eligible for return in the year following termination. Any remaining SSA balance may be held for up to 5 years following the year-end of the year of termination pending final determination of loss ratio with final payouts not to extend longer than 10 years from the date of termination. During the 5-year holding period, DTU may make allocations to terminated Subscribers' SSA balances. SSA funds are also subject to offset for losses that exceed a 65% loss ratio (45% for large deductible accounts) and subject to any other Subscriber obligations to DTU.

What is Dakota Truck Underwriters (DTU) and who is RAS? DTU is a reciprocal insurance company owned by the policyholders known as Subscribers. DTU operates through Risk Administration Services, LLC ("**RAS**"), which serves as the attorney-in-fact as appointed by the Subscribers under the terms of the Subscriber Agreement & Power of Attorney.

What is the Subscriber Agreement? The Subscriber Agreement is entered into by a Subscriber upon binding their policy with DTU. Through the act of payment of policy premium, the Subscriber appoints RAS as its attorney-in-fact, sets the general authority for RAS over the reciprocal, provides RAS the authority to exchange insurance contracts among other Subscribers, and incorporates the DTU Operating Guidelines including the SSA Policies.

How is DTU governed? Annually, the Subscribers elect members to the Advisory Committee, which is responsible for overseeing the finances of the reciprocal and ensuring DTU is managed in accordance with the Subscriber Agreement and DTU Operating Guidelines. The DTU Operating Guidelines are the operational rules for DTU and RAS, provide guidance for the day-to-day management of DTU, and outline the general supervisory powers of the Advisory Committee of DTU.

What is a Subscriber Surplus and Savings Account ("SSA")? DTU is a reciprocal insurance company whose equity is mostly comprised of its Subscribers' surplus contributions and savings allocations.

Can I be assessed for losses of DTU? No. DTU is a non-assessable reciprocal insurance company.

All allocations and distributions of surplus and savings are subject to the terms and provisions of the Subscriber Agreement, DTU Operating Guidelines, and, where applicable, the approval of the South Dakota Division of Insurance.



2020-2025

Plan Eligibility

- DTU Subscribers with an SSA balance as of 12/31/2025 and a renewed 2026 DTU policy regardless of premium size.
- DTU Subscribers without an SSA balance as of 12/31/2025 and a renewed 2026 DTU policy with greater than \$50,000 in premium size.
- New DTU Subscribers with a 2026 DTU policy with greater than \$50,000 in premium size.
- As of 2026 DTU Policy effective date:
 - Tenure of 5 or more consecutive years for Award Plan A; and
 - Tenure of less than 5 consecutive years for Award Plan B.
- Policy must be in effect full term.
- Cancelled policies will not be eligible unless re-written by DTU. Policies cancelled by DTU for nonpayment of premium will not be eligible. Policies cancelled prior to the full policy term by the Subscriber will not be eligible for an Award Plan.
- All premiums must be paid in full, including audit premium, endorsements or any other premium charges.
- Subscriber must provide all necessary information for completion of premium audit.

Computation and Payment

- DTU will pay Award as outlined in the schedule based on earned premium and losses, subsequent to premium audit.
- Final premium and losses will be valued no earlier than 6 months after the expiration of the policy and at such time the Award calculation will be computed and paid timely thereafter.
- Losses include all paid indemnity, medical, rehabilitation, managed care and legal expenses and reserves for future payments of claims.
- RAS, as Manager, shall determine losses and reserves which shall be conclusive and binding upon the Subscriber.
- Once calculated and paid, the Award Plan will be considered closed and final.

Awards cannot be guaranteed and are payable at the discretion of RAS, as Manager, and the DTU Advisory Committee, conditioned upon regulatory approval.

Award Table A (≥ 5 years tenure)						
Incurred Loss Ratio	Under \$25,000 ⁽¹⁾	\$25,001 to \$50,000 ⁽¹⁾	\$50,001 to \$75,000	\$75,001 to \$100,000	\$100,001 To \$250,000	> \$250,001
0% to 5.0%	7.0%	8.0%	10.0%	13.0%	16.0%	20.0%
5.1% to 10%	6.0%	7.0%	9.0%	11.0%	13.0%	17.0%
10.1% to 15%	6.0%	7.0%	8.0%	9.0%	11.0%	14.0%
15.1% to 20%	5.0%	6.0%	7.0%	8.0%	10.0%	11.0%
20.1% to 25%	5.0%	5.0%	6.0%	7.0%	8.0%	9.0%
25.1% to 30%	5.0%	5.0%	5.0%	6.0%	7.0%	8.0%
30.1% to 35%	4.0%	4.0%	4.0%	5.0%	6.0%	6.0%
35.1% to 40%	4.0%	4.0%	4.0%	4.0%	5.0%	5.0%
40.1% to 45%	4.0%	4.0%	5.0%	4.0%	4.0%	4.0%
45.1% to 50%	3.0%	3.0%	3.0%	3.0%	4.0%	3.0%
50.1% to 55%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
55.1% to 60%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
> 60%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Award Table B (< 5 years tenure)						
Incurred Loss Ratio	Under \$25,000 ⁽¹⁾	\$25,001 to \$50,000 ⁽¹⁾	\$50,001 to \$75,000	\$75,001 to \$100,000	\$100,001 To \$250,000	> \$250,001
0% to 5.0%	3.0%	4.0%	5.0%	7.0%	8.0%	10.0%
5.1% to 10%	2.0%	4.0%	5.0%	6.0%	7.0%	9.0%
10.1% to 15%	2.0%	4.0%	4.0%	5.0%	6.0%	7.0%
15.1% to 20%	2.0%	3.0%	4.0%	4.0%	5.0%	6.0%
20.1% to 25%	2.0%	3.0%	3.0%	4.0%	4.0%	5.0%
25.1% to 30%	2.0%	3.0%	3.0%	3.0%	4.0%	4.0%
30.1% to 35%	2.0%	2.0%	2.0%	3.0%	3.0%	3.0%
35.1% to 40%	2.0%	2.0%	2.0%	2.0%	2.0%	3.0%
40.1% to 45%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
45.1% to 50%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
50.1% to 55%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
55.1% to 60%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
> 60%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

¹ Existing DTU Subscribers with an SSA balance are grandfathered into the appropriate Award table based on their tenure as outlined above, regardless of premium size.



June 12, 2026

Custer County Consolidated Schools C1
709 Main St
Westcliffe, CO 81252

RE: WORKPLACE SAFETY SURVEY

Dear Kyle Hebberd:

Workplace safety programs are an important tool in controlling overall expenses and maintaining employee productivity. Enclosed is a Workplace Safety Survey that we respectfully request you complete and return to our office at your earliest convenience. The Workplace Safety Survey includes recommendations and best work practices we hope will be of value to your ongoing injury prevention and risk management efforts.

Should you have any questions or are interested in additional workplace safety services, please contact our office by telephone at 800.732.1486 or by e-mailing us at polycyservices@RASCompanies.com.

Thank you in advance for your time and attention to this matter.

Sincerely,

RAS

Enclosure

cc: Ascent Insurance Solutions, LLC | Jodie Lyons



PLEASE COMPLETE & RETURN BOTH PAGES OF THIS SURVEY WITHIN 10 DAYS FROM THE DATE RECEIVED BY ONE OF THE FOLLOWING METHODS:

Mail: PO Box 89310 Sioux Falls, SD 57109-9310

Email: policyservices@RASCompanies.com

WORKPLACE SAFETY SURVEY

Date: June 12, 2026

Insured Name: Custer County Consolidated Schools C1

Address: 709 Main St, Westcliffe, CO 81252

Policy No.: WC010-0091134-2026A

Premium: 35486

1. Have you performed a hazard analysis of your job tasks to determine which specific safety policies and appropriate Personal Protective Equipment (PPE) are required to perform the task safely? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

Osha requires hazard analysis of each job to help determine the potential injury exposures and the protective equipment /procedures needed to protect the employee from the potential hazard(s). Example, are there potential exposures from falling items which would require a hard hat or steel toe shoes, exposures to flying particles or objects which would require safety glasses, or exposures to fumes that could be inhaled etc. which may require respiratory protection? The hazard analysis should be the basic foundation for your safety policies and training.

2. Do you have a written disciplinary policy? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

Unsafe behavior is often a pattern rather than a one-time event. Having a disciplinary procedure that is enforced can be a valuable tool to help ensure everyone is following the safe work practices. We recommend the development and implementation of a disciplinary policy that includes not only general behaviors such as showing up late to work but also safe work practices.

3. Do you provide initial and ongoing safety training? If so, please indicate how often and list what topics are covered in the space provided. ☐ Yes ☐ No Ongoing Safety Training: _____

SAFETY RECOMMENDATION:

Safety in the workplace should be an ongoing process rather than a product.

- A. We recommend routine safety reminder training for all employees. Generally, safety training is most effective if it occurs more frequently and covers only one to two topics. Short weekly or monthly meetings are typically more effective than a single large annual training session. Routinely ask your employees what can be done to make the job safer.
- B. Regular safety training and reminders can aid in reducing injuries by helping your employees to keep safety in mind while they work. Please feel free to contact RAS if you have any safety training needs.

4. Do you provide and /or require Personal Protective Equipment? If so, please list the items in the space provided? ☐ Yes ☐ No Items _____

SAFETY RECOMMENDATION:

As indicated above, all of your jobs should have a basic hazard analysis. Evaluate all of the jobs to determine what types of personal protective equipment (PPE) are needed. Employees should be provided the proper equipment and be trained on its use, care, and cleaning. Management is responsible for enforcing the use of PPE.

5. Are you within 5 minutes of emergency service and/or do you have trained first responders? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

Quick medical attention can be a critical part of injury recovery. Workplaces that are outside of a 5-minute response time by an emergency service should have personnel trained in basic first aid and have basic first-aid supplies on hand. This will give the injured employee a better chance at a quick recovery and a little more time to get to a clinic.

6. Do you have a housekeeping policy? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

Slips, trips, and falls are a leading cause of injury in the workplace. One of the best ways to avoid these injuries is to maintain good housekeeping. We recommend that you develop and enforce written housekeeping policies and make plans to deal with water, snow, ice, and other slip, trip, and fall concerns in or around your facility.

7. Do you have a comprehensive Return to Work Program? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

We recommend an effective Stay at Work/Return to Work Program which can help you keep control of your injury and premium costs while helping your employees maintain a normal functional life. A comprehensive program begins with your commitment to establish and utilize a consistent approach. It also includes a company Stay at Work/Return to Work Policy, a list of company procedures, a primary contact for workers' compensation coordination within your company, establishing a relationship with a medical provider, and developing of a list of possible transitional work tasks.

8. Do you hire only out of your main office and interview in person? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

- A. We recommend an in-person interview for all positions.
- B. We recommend that all new hires be trained on basic safety rules, expected work practices, and hazards of the job along with required protective equipment before being allowed to start their job. Employees should be trained on each piece of equipment before they are allowed to use it.

9. Do you test for alcohol/drugs? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

Alcohol and drug testing can be an effective screening and hazard identification tool. We recommend performing pre-employment alcohol and drug testing. With a program in place, you will find that certain people will screen themselves out. As a second option, we recommend post-injury alcohol and drug testing as a way to encourage employees to avoid all alcohol and drugs during and prior to work. It is important that when an alcohol and drug testing program is put in place there is a written policy, training is performed, and the test is performed on a consistent basis with all affected employees.

10. Do you investigate all incidents and implement corrective actions to prevent the incident in the future?

☐ Yes ☐ No

SAFETY RECOMMENDATION:

Accidents sometimes happen. Learning from those accidents is an effective method to reduce hazards in the future. All accidents should be investigated. The scene should be visited as soon as possible after the accident to identify the core causes of the accident before the area is cleaned-up or items moved. Making a change to eliminate those hazards will reduce potential for future injuries. Remember, the reason of the investigation is always to determine the cause of the accident, not to find blame. Focus on identifying and implementing corrective actions.

11. Do you have a written safety program? ☐ Yes ☐ No

SAFETY RECOMMENDATION:

We recommend that your safety rules be documented, communicated, and enforced. Safety rules should be short and simple.

Name and Title (Please Print):	Email Address:	Date:

Due to ever changing nature of governmental regulations and the changes that occur during the daily operations and procedures of a business, it is impossible to guarantee the accuracy of the recommendations of RAS Inc. Therefore, **Dakota Truck Underwriters, First Dakota Indemnity Company, Risk Administration Services, Inc.**, shall not be held responsible for omissions, errors, or ambiguity of this information. Further, customer agrees to hold harmless and indemnify the above-named entities from damages ensuing from any loss, injury or death.

Workers' Compensation and Employers Liability Policy



A member of the
RAS portfolio of services

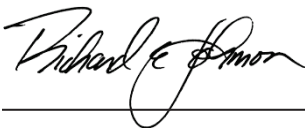
PO Box 89130
Sioux Falls, SD 57109-9310

800.732.1486

Fax 877.884.6573

Visit us online at www.rascompanies.com

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Richard E. Johnson
President



Robert J. Hollan
Secretary

Policy No.: WC010-0091134-2026A
Renewal of No.:
Fed. I.D. No.: 846002724
Risk I.D. No.: 050251381
Association No:
Unemployment No.:

1. Insured

The insured: Custer County Consolidated Schools C1
Mailing address: 709 Main St
Westcliffe, CO 81252

Other workplaces not shown above:

Insured is a Governmental Entity

2. Policy Period

The policy period is from 7/1/2026 to 7/1/2027 12:01 AM at the insured's mailing address.

3. Coverage

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CO,
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.
The limits of our liability under Part Two are:
- | | | |
|------------------------------|-----------|---------------|
| Bodily Injury by Accident \$ | 1,000,000 | each accident |
| Bodily Injury by Disease \$ | 1,000,000 | policy limit |
| Bodily Injury by Disease \$ | 1,000,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All other states except those designated in item 3A or monopolistic states.
- D. This policy includes these endorsements and schedules: (See Attached Schedule) (WC 99 06 04)

4. Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Classifications	Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
----------	-----------------	---	-----------------------------------	-----------------------------

(See Attached Schedule) (WC 99 06 05)

Minimum Premium:	\$813			
Expense Constant:	\$220	Total Estimated Annual Premium:		\$35,486

Date: 6/12/2026

Agent: Ascent Insurance Solutions, LLC
Mailing: 3033 S Parker Road, Tower 1, Suite 508
Address: Aurora, CO 80014

ENDORSEMENT SCHEDULE

This endorsement completes the information shown under Item D on the Information Page.

Loc	Number	End. Date	Description
	WC 99 06 01		99 06 01 - Cover Page
	WC 00 00 01 A		00 00 01 A - Declaration Page
	WC 99 06 05		99 06 05 - Extension of Information Page
	WC 00 00 00 C		00 00 00 C - Workers Compensation and Employers Liability Insurance Policy
	WC 00 01 15		00 01 15 - Notification Endorsement of Pending Law Change to Terrorism Risk Insurance Program Reauthorization Act of 2015
	WC 00 03 10		00 03 10 - Sole Proprietors, Partners, Officers and Others Coverage Endorsement
	WC 00 04 06		00 04 06 - Premium Discount Endorsement
	WC 00 04 14 A		00 04 14 A - 90-Day Reporting Requirement-Notification of Change in Ownership Endorsement
	WC 00 04 19		00 04 19 - Premium Due Date Endorsement
	WC 00 04 21 F		00 04 21 F - Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
	WC 00 04 22 C		00 04 22 C - Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
	WC 00 04 24		00 04 24 - Audit Non-Compliance Charge Endorsement
	WC 00 04 25		00 04 25 - Experience Rating Modification Factor Revision Endorsement
	WC 00 06 03		00 06 03 - Benefits Deductible Endorsement
	WC 05 04 02		05 04 02 - Colorado Classification Endorsement
	WC 99 06 08		99 06 08 - Installment Billing Schedule
	DTU-3		DTU-3 - DTU Subscriber Agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No: WC010-0091134-2026A
 Endorsement Effective: 7/1/2026
 Insured: Custer County Consolidated Schools C1
 Additional Premium: \$35,486
 Insurance Company: Dakota Truck Underwriters
 Countersigned by:

0

EXTENSION OF INFORMATION PAGE SCHEDULE

This endorsement completes the information shown under Item 4. Premium on the Information Page.

Rate change as of: **7/1/2026**

NCCI Rate Effective: **7/1/2026**

State: **CO**

Unit: **1 - Custer County Consolidated Schools C1**

Rating Period: **7/1/2026 To 7/1/2027**

<u>Code No.</u>	<u>Classifications</u>	<u>Effective</u>	<u>Total Estimated Annual Remuneration</u>	<u>Rates Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
7380	DRIVERS, CHAUFFEURS, MESSENGERS AND THEIR HELPERS NOC-COMMERCIAL	7/1/2026	\$62,153	5.132	\$3,190
8811	MUNICIPAL, TOWNSHIP, COUNTY OR STATE NON-SALARIED BOARD MEMBERS AND TR	7/1/2026	\$78,000	0.055	\$43
8868	COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	7/1/2026	\$1,924,873	0.469	\$9,028
9101	COLLEGE: ALL OTHER EMPLOYEES	7/1/2026	\$862,241	2.999	\$25,859

Employer Liability Limits: Workers' Compensation \$1,000,000 / \$1,000,000 / \$1,000,000

Total Manual Premium		\$38,120
\$1,000,000/1,000,000/1,000,000	1.1%	\$419
Medical & Ind Deductible \$2500	13.65%	(\$5,203)
Subject Premium		\$33,336
Unmodified Premium		\$33,336
Experience Mod	1.21	\$7,001
Modified Premium		\$40,337
Schedule Credit/Debit	5%	(\$2,017)
Standard Premium		\$38,320
Premium Discount	9.5%	(\$3,640)
Expense Constant		\$220
Terrorism Act	1%	\$293
DTEC Act	1%	\$293
Policy Premium		\$35,486
Total Premium & Surcharges		\$35,486

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No:	WC010-0091134-2026A	
Endorsement Effective:	7/1/2026	0
Insured:	Custer County Consolidated Schools C1	
Additional Premium:	\$35,486	
Insurance Company:	Dakota Truck Underwriters	
	Countersigned by:	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026 12:00:00 AM	Policy No.	WC010-0091134-2026A	Endorsement	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule	
Persons	State
Sole Proprietor School Board	Colorado
Partners	
Officers	
Others	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2026	Policy No. WC010-0091134-2026A	Endorsement No. 0
Insured Custer County Consolidated Schools C1		Premium \$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State** CO**Estimated Eligible Premium**

Min Premium	Max Premium	Discount
\$0	\$5,000	0.0%
\$5,000	\$100,000	10.9%
\$100,000	\$500,000	12.6%
\$500,000	\$999,999,999	14.4%

2. Average percentage discount: 9.5%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2026

Policy No. WC010-0091134-2026A

Endorsement No. 0

Insured Custer County Consolidated Schools C1

Premium \$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 14 A
(Ed. 1-19)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026	Policy No.	WC010-0091134-2026A	Endorsement	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486

Insurance Company Dakota Truck
Underwriters

Countersigned by _____

WC 00 04 19
(Ed. 1-01)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement,

Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
CO	1.00%	\$293.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2026	Policy No. WC010-0091134-2026A	Endorsement No. 0
Insured Custer County Consolidated Schools C1		Premium \$35,486

Insurance Company Dakota Truck
Underwriters

Countersigned by _____

WC000421F

(Ed. 8-22)

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

(Ed. 01-2021)

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
CO	1.00%	\$293.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2026

Policy No. WC010-0091134-2026A

Endorsement No. 0

Insured Custer County Consolidated Schools C1

Premium \$35,486

Insurance Company Dakota Truck Underwriters

Countersigned by _____

WC 00 04 22 C
(Ed. 01-2021)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule**State(s) Basis of Audit Noncompliance Charge Maximum Audit Noncompliance Charge Multiplier**

CO	Estimated Annual Premium	2.00
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026	Policy No.	WC010-0091134-2026A	Endorsement	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486
Insurance Company		Countersigned by	_____		

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026	Policy No.	WC010-0091134-2026A	Endorsement	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A. of the Information Page.

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.
2. This deductible applies separately to each claim for bodily injury by accident or disease.
3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.
4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.
5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

Schedule

State	Indemnity and Medical Deductible Amount	Medical Deductible Amount	Indemnity Deductible Amount
CO	\$2,500	\$0	\$0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026	Policy No.	WC010-0091134-2026A	Endorsement No.	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2026 12:00:00 AM	Policy No.	WC010-0091134-2026A	Endorsement No.	0
Insured	Custer County Consolidated Schools C1			Premium	\$35,486

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

INSTALLMENT BILLING SCHEDULE

<u>Premium Due Date</u>	<u>Premium Due</u>	<u>Assessment</u>	<u>Surplus Contribution</u>	<u>Total</u>
07/01/2026	\$8,882.00	\$0.00		\$8,892.00
08/01/2026	\$2,956.00	\$0.00		\$2,966.00
09/01/2026	\$2,956.00	\$0.00		\$2,966.00
10/01/2026	\$2,956.00	\$0.00		\$2,966.00
11/01/2026	\$2,956.00	\$0.00		\$2,966.00
12/01/2026	\$2,956.00	\$0.00		\$2,966.00
01/01/2027	\$2,956.00	\$0.00		\$2,966.00
02/01/2027	\$2,956.00	\$0.00		\$2,966.00
03/01/2027	\$2,956.00	\$0.00		\$2,966.00
04/01/2027	\$2,956.00	\$0.00		\$2,966.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No: WC010-0091134-2026A

Endorsement Effective: 7/1/2026

0

Insured: Custer County Consolidated Schools C1

Additional Premium: \$35,486

Insurance Company: Dakota Truck Underwriters

Countersigned by:

IMPORTANT NOTICE

(Please keep for your records)

By payment of your policy premium, you acknowledge that you have received and read the Dakota Truck Underwriters Subscription Agreement, the terms of which are provided below, and that you understand and agree to all the terms and conditions of the Subscriber Agreement.

SUBSCRIBER AGREEMENT

OF

DAKOTA TRUCK UNDERWRITERS

(an inter-insurance exchange sometimes referred to as DTU or the Company)

For and in consideration of the benefits to be derived therefrom, Subscriber agrees with Dakota Truck Underwriters (**DTU**) and other subscribers of DTU through their common attorney-in-fact, Risk Administration Services, Inc. (herein **AIF**), to exchange with all other subscribers policies of insurance or reinsurance containing such terms and conditions therein as may be specified by AIF and approved by DTU's Advisory Committee (**Committee**) for any loss insured against. Subscriber hereby designates, constitutes and appoints the above-named AIF to be and act as attorney-in-fact for Subscriber with the power to issue policies on behalf of Subscriber. AIF shall also have the power to do all things necessary or appropriate in the judgment of AIF to issue policies of insurance on behalf of all DTU's subscribers, and also to cancel or non-renew any such policies, collect and receive all monies due to DTU from whatever source, pay claims and losses under any policies of insurance issued by DTU and pay expenses associated therewith, effect reinsurance, accept service of process on behalf of DTU, authorize the director of the Division of Insurance of its domiciliary state to receive service of process on behalf of DTU and do and perform all other acts incidental to the management of DTU and the business of inter-insurance. Subscriber agrees that for the initial insurance provided by DTU, as well as for any renewal term thereof, it shall pay to DTU a premium deposit (**Deposit**), any required membership fees and surplus contributions all of which to be determined and agreed to by the Committee as well as in accordance with the policies and operating procedures of DTU (**Operating Guidelines**), which are incorporated herein by this reference for all purposes and as may be amended from time to time mutually by Committee and AIF. Additionally, DTU shall provide to AIF, for expenses incident to becoming and acting as attorney-in-fact, an amount to be determined annually by the Committee which shall not exceed one percent (1%) of all Deposits received from all subscribers. Subscriber agrees that AIF acting on behalf of DTU may designate, appoint and, utilizing such Deposits, compensate additional parties and agents to do and perform all acts material and incidental to the management of DTU and the business of inter-insurance as outlined herein. Accordingly, DTU may appoint a managing general agent, namely Insurance Alternatives, LLC, and compensate it through a provisional commission amount stated as a percentage of Deposits which shall be annually approved by the Committee and as may be amended from time to time by the parties; provided that, in the event the parties cannot mutually agree upon an amended commission amount, the then-current commission amount shall remain in effect.

The remaining portion of the above DTU funds, and of any renewal term payments made by or on behalf of the subscriber to DTU, may be applied by AIF to the payment of losses, expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by AIF and Committee. The AIF, or other agent or agency appointed by written authority of Committee, shall have the power to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles, securities and assets of DTU, together with full powers to execute all necessary instruments. The above-mentioned expenses shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of subscribers' and Committees' meetings, and such other specified fees, dues and expenses as may be authorized by the Committee. All expenses incurred in connection with the conduct of DTU and such of the above-mentioned expenses as shall from time to time be agreed upon by and between AIF and Committee shall also be borne by DTU.

Subscriber, together with other subscribers of DTU, shall elect Committee members pursuant to the applicable provisions of the Operating Guidelines. Committee acting as a whole shall have the powers granted to it within the applicable provisions of the Operating Guidelines and pursuant to South Dakota law.

This agreement may be executed upon any number of counterparts with the same effect as if all subscribers by their actions executed one and the same instrument, and such agreement shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of DTU, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued by DTU shall be non-assessable. This agreement may only be modified or amended by the joint approval of Committee and AIF, subject to the approval of the Director of the South Dakota Division of Insurance. All rights and obligations of the parties hereunder, including all provisions of the Operating Guidelines, shall be governed by the laws of the State of South Dakota.

Important Information Concerning Your Privacy

Risk Administration Services and its affiliate companies appreciate the trust you have placed in us and want to maintain that confidence. That's why we want you to understand how we protect your privacy when we collect and use information about you.

Please review the Privacy Statement printed on the reverse of this letter. It details our commitment to our customers and to the safeguarding of the information we collect in the course of serving you, our customers.

Thank you for the confidence you have expressed in Risk Administration Services and its affiliate companies. It is our pleasure and privilege to serve you.

Privacy Statement

Recently enacted laws prohibit unauthorized disclosure of nonpublic personal information. In compliance with those regulations, this document sets forth the privacy policies and practices of the following companies: Dakota Truck Underwriters, First Dakota Indemnity Company, TLC Advantage, LLC, OHARA Managed Care, LLC, Insurance Alternatives, LLC, Precision Bill Review, LLC, and Risk Administration Services.

Information We Obtain

To assist in underwriting and servicing our clients, we may obtain non-public personal information. For example, we routinely obtain information through applications, forms related to our products or services, and client transactions with us. We may obtain such information from our affiliates, third parties or consumer reporting agencies. The information may contain name, address, telephone number and payment, credit and claim information. We may obtain medical history with permission.

Limited Disclosure

Risk Administration Services and its affiliates will not disclose any nonpublic personal information about their clients or former clients to any non-affiliated third parties without your prior authorization, except as necessary to conduct our business or as permitted or required by law.

Protecting Confidentiality

Our employees are bound by this Privacy Notice and are educated on implementing our privacy and information security policies. Only employees actively engaged in their assigned duties are authorized to access or use client information. We maintain physical, electronic and procedural safeguards to comply with federal standards to store and secure information about our clients.



BDA - Board Organizational Meeting

Within 15 days after the school district receives the official abstract of votes, the Board shall meet in an organizational session at a regular or special meeting for the purpose of selecting officers.

The incumbent president of the Board shall preside until a successor is elected, whereupon the successor will assume the chair.

Following the swearing in of the newly elected Board member or members, the following officers, in order, shall be elected or appointed: president, vice president, secretary, and treasurer.

Nominations for president and vice president shall be made from the floor, and voting shall be by roll call or secret ballot. Should no nominee receive a majority vote of Board members, the election shall be declared null and void, further nominations may be made, and the roll call or secret ballot vote shall be retaken.

The president and vice president shall serve two-year terms and shall hold office until their successors are elected.

The Board shall then appoint a secretary and treasurer who may or may not be members of the Board. The secretary and treasurer shall hold their offices for terms at the pleasure of the Board.

Following the election and appointment of the officers, the Board shall appoint the staff members who will fill the offices of secretary to the Board and assistant treasurer.

Then, such other items of business shall be considered by the Board as are scheduled on the agenda.

Officer resignation

Should one or more officers of the Board resign, the Board shall select another member or members to fill the vacant office or offices as provided by law, using the procedures described above. A newly-selected officer shall assume the duties immediately upon selection. Since the selection of a new officer on a four-officer, five-member board frequently requires a shifting of officers, it shall be permissible for a member to be nominated for another office without resigning the current office. Upon acceptance of the nomination and election to the new office, the former office shall be declared vacant and another member elected to fill that position.

LEGAL REFS.: C.R.S. [22-31-104](#) (3) (biennial school elections); C.R.S. [22-32-104](#) (1),(2),(3),(4) (organization of the board); C.R.S. [22-32-108](#) (5) (meetings of the board); C.R.S. [22-32-108](#) (6) (meetings of the board - voting procedure)

CASB Revised July 2013

COLORADO SAMPLE POLICY 1994



BDA - Board Organizational Meeting

First Read Date: 08/5/2025

Second Read/ Final Approval Date: 08/12/2025

JICJ - Student Use of Cell Phones and Other Personal Technology Devices



The Board of Education believes personal technology devices may be useful tools for students in the educational environment and can play a vital communication role during emergency situations. However, use of personal technology devices in school situations must be regulated to assure that the use of such devices does not disrupt or interfere with the educational process or school operations. Therefore, students may only use PTDs on district property, on a district vehicle, or at a district or school-sponsored activity or event in accordance with this policy.

For purposes of this policy, "personal technology device" (PTD) includes any privately-owned portable technology device, including but not limited to ear buds, cell phones, pagers, tablets, laptops, cameras, audio and/or video recorders and players, and all other hand-held electronic communication and data storage devices.

Students may use PTDs as a designated tool for learning if authorized by the student handbook and the student's teacher. It is the student's responsibility to ensure that the PTD is turned off or placed in silent mode during unauthorized times.

Student use of PTDs with cameras and/or video recording capabilities is prohibited in locker rooms, bathrooms, or any other location where such use could violate another person's reasonable expectation of privacy.

Students shall not use PTDs to engage in, promote, or facilitate any other conduct that violates the student handbook, the extracurricular code of conduct, other Board policies or regulations, or state or federal law.

Violation of this policy or any other district, school, or classroom rule or regulation on student use of PTDs may result in disciplinary measures and/or temporary confiscation of the PTD. Confiscated devices shall be returned to the student only after a conference with the parent/guardian, student, and school personnel. In some cases, parents/guardians may be required to pick up confiscated devices from the office. If the building principal or designee believes a student's possession or use of a PTD may involve a violation of the law, the building principal or designee may also refer the matter to law enforcement.

The district shall not be responsible for loss, theft, or destruction of PTDs brought onto school or district property or while the student is attending district or school-sponsored activities or events.

Further regulations regarding PTDs can be found in the student handbook.

LEGAL REF.: C.R.S. [18-7-109](#) (posting, possession or exchange of a private image by a juvenile)

JICJ - Student Use of Cell Phones and Other Personal Technology Devices

CROSS REFS.: [JIC](#) and subcodes, Student Conduct; [JIH](#), Student Interviews, Interrogations, Searches and Arrests; [JK](#) and subcodes, Student Discipline; [JS*](#), Student Use of the Internet and Electronic Communications



CASB Revised June 2017

COLORADO SAMPLE POLICY 2002©

JICJ- Student Use of Cell Phones and Other Personal Technology Devices

First Read Date: 04/08/2025

Second Read/ Final Approval Date: 06/24/2025

IKA - Grading/Assessment Systems



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

State assessment system

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

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

1. Pencil and paper testing option

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

- the technological capacity and resources of the particular school/classroom;
- students' previous experience with computerized and written assessments;
- whether the instructional methodology of the particular school/classroom is consistent with the use of computerized assessments or written assessments; and
- the logistics of administering the state assessment in different formats at a particular school or schools.

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

For students with disabilities, the use of pencil and paper instead of a computer to complete a state assessment will be determined by the student's

Individualized Education Program (IEP) team or Section 504 team, in accordance with applicable law.



2. Parent/guardian request for exemption

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

In accordance with state law, the district will not impose a negative consequence upon a student whose parent/guardian has requested an exemption from a state assessment or assessments. Students excused by their parents/guardians from participating in a state assessment or assessments will not be prohibited from participating in an activity or from receiving any other form of reward that the district provides to students for participating in the state assessment.

This policy's exemption process applies only to state assessments administered pursuant to C.R.S. [22-7-1006.3](#) and does not apply to district or classroom assessments.

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

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

District assessment system

In addition to the state assessment system, the district has developed a comprehensive assessment system that:

- challenges students to think critically and apply what they have learned and gives them the opportunity to demonstrate their skills and knowledge;
- includes "early warning" features that allow problems to be diagnosed promptly to let students, teachers, and parents/guardians know that extra effort is necessary;
- provides reliable and valid information on student and school performance to educators, parents/guardians, and employers; and
- provides timely and useful data for instructional improvement and improved student learning, including feedback useful in determining whether the curriculum is aligned with the district's academic standards.

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



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

Additional assessment information for parents/guardians

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

Classroom assessment system

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

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

Grading system

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

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

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



LEGAL REFS.: 20 U.S.C. 6311 (b)(2)(A) (Every Student Succeeds Act (ESSA) requires states to implement mathematics, reading or language arts, and science assessments); 20 U.S.C. 6312 (e)(1)(B)(i) (under ESSA, district must provide information to parents regarding child's level of achievement and academic growth on state assessments); 20 U.S.C. 6312 (e)(2)(A) (under ESSA, district must provide information to a parent regarding district's opt-out policy for state assessments, at parent's request for such information); C.R.S. [22-7-1006.3](#) (1) (state assessment implementation schedule); C.R.S. [22-7-1006.3](#) (1)(d) (district must report to CDE the number of students who will take the state assessment in a pencil and paper format); C.R.S. [22-7-1006.3](#) (7)(d) (state assessment results included on student report card if feasible); C.R.S. [22-7-1006.3](#) (8)(a) (policy required to ensure explanation of student state assessment results); C.R.S. [22-7-1013](#) (1) (district academic standards); C.R.S. [22-7-1013](#) (6) (policy required regarding the use of pencil and paper on state assessments); C.R.S. [22-7-1013](#) (7) (procedure required concerning distribution of assessment calendar to parents/guardians); C.R.S. [22-7-1013](#) (8) (policy and procedure required to allow parents to excuse their children from participation in state assessments); C.R.S. [22-7-1016](#) (2)(b) (results of state "readiness assessments" and national assessments administered in high school must not be included on high school student's final transcript); C.R.S. [22-11-101](#) et seq. (Education Accountability Act of 2009); C.R.S. [22-11-203](#) (2)(a) (principal required to provide educators access to their students' academic growth information "upon receipt" of that information); C.R.S. [22-11-504](#) (3) (policy required to ensure explanation of student state assessment results and longitudinal growth information); 1 CCR [301-46](#) (Rules for the Administration of the College Entrance Exam)

CROSS REFS.: [AEA](#), Standards Based Education; [AED*](#), Accreditation; [IK](#), Academic Achievement; [JRA/JRC](#), Student Records/Release of Information on Students

CASB Revised July 2020

COLORADO SAMPLE POLICY 1992©

IKA- Grading/Assessments Systems

First Read Date: 06/24/2025
Second Read/Approval Date: 08/05/2025



ESEA General Assurances Form

Local Educational Agency (LEA) Name: Custer County School District **LEA Code:** 0860

Purpose:

The purpose of the form is to collect the requisite general assurances for the administration of ESEA Title programs in a single location. The ESEA General Assurances form replaces the Single Assurances form previously collected for the administration of all Federal programs. The ESEA General Assurances form includes the general assurances outlined in the Every Student Succeeds Act (ESSA), as well as the assurances required of all recipients of Federal funds.

Instructions:

Every local education agency (LEA) and board of cooperative educational services (BOCES) must submit an executed ESEA General Assurances form before the grant recipient will be granted substantial approval.

A copy of the signed form must be kept on file at your central office for review upon request by independent auditors, or State or Federal officials. Staff responsible for grants administration or fiscal management should either have a copy of the document or be informed of the location and contents of the document.

Commitments:

This assurance form shall remain in effect for the duration of the programs it covers. The State shall not require the submission or amendment of this assurance form unless required by changes in Federal or State law or by other significant change in circumstances affecting the assurances contained herein.

Compliance with these assurances constitutes a condition of continued receipt of Federal financial assistance and is binding upon the district, administrative unit, LEA, BOCES or other entity, its successors, transferees and assignees for the duration of the programs.

In the event of failure to comply with these assurances, it is understood that funds can be terminated and the right to receive further assistance can be denied.

These are statutorily required assurances for the receipt of Federal funds under the specifically designated programs. In addition, recipients are required to fulfill all statutory, regulatory and program plan requirements inherent in the application and approval process for each program.

In consideration of participating in any educational program for which Federal funds are available including, but not limited to, ESEA Title programs and any Federal competitive grant program administered by the Colorado Department of Education, and of receiving Federal funds to carry out any such program, the board of directors of (name of LEA) Custer County School District



by action at its meeting on (date) June 23rd 2026, provides the following assurances to the Colorado Department of Education.

The LEA assures that it is, or will take action to become, in compliance with the following:

- The LEA will administer each program covered by the ESEA application in accordance with all applicable statutes, regulations, program plans, and applications (§8306(a)(1)), including but not limited to federal education program laws, the Title regulations in 34 CFR Part 200, the General Education Provisions Act (GEPA), and the Education Department Federal Administrative Regulations (EDGAR) in 34 CFR Parts 76, (except for 76.650-76.662), 77, 79, 81, and 82, 2 CFR 3485, and the Uniform Grants Guidance in 2 CFR 200 and 3474.
- The LEA will ensure that the control of funds provided to the LEA under each program, and title to property acquired with those funds, will be in a public agency or in an eligible private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities, and that a public agency, eligible private agency, institution, or Indian Tribe will administer those funds and property to the extent required by the authorizing statutes (§8306(a)(2)(A & B)).
- The LEA will adopt and use proper methods of administering each program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. (§306(a)(3)(A&B)).
- The LEA will cooperate in carrying out any evaluation of each such program conducted by or for the SEA, the Secretary, or other Federal officials (§8306(a)(4)).
- The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program (§8306(a)(5)).
- The LEA will submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program (§8306(a)(6)(A)).
- The LEA will maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties (§8306(a)(6)(B)).
- The LEA afforded a reasonable opportunity for public comment on the application and considered such comment before the application was submitted (§8306(a)(7)).
- The LEA will provide, on a request made by military recruiters or an institution of higher education, access to the name, address, and telephone listing of each secondary school student served by the LEA, unless the parent of each student has submitted the prior consent request which, upon receiving, prohibits the LEA from releasing such information without the prior written consent of the parent (§8528).



- The LEA will ensure that a student who is attending a persistently dangerous public elementary or secondary school, or who becomes a victim of a violent criminal offense while in or on the grounds of a public elementary or secondary school, will be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (§8532).
- The LEA will ensure that all funds received under ESEA will be used to supplement and not supplant those from other sources otherwise available to continue current or past efforts.
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d through 2000d-4) to the end that no person in the United States shall; on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Education. (34 C.F.R. Part 100)
- To the extent applicable, the LEA will include in its local application a description of how the LEA will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.
- A student shall not be admitted to, or excluded from, any federally assisted education program on the basis of a surname or language-minority status. Section 1112(e)(3)(A-D)
- The LEA certifies that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools (§ 8524(b)).
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance. (34 C.F.R. Part 104)
- Title II of the Americans With Disabilities Act (42 U.S.C. §§ 12131-34) and its implementing regulations which prohibit discrimination on the basis of disability by public entities ((28 C.F.R. Part 35), or with Title III of the Americans with Disabilities Act (42 U.S.C. §§12181-89) and its implementing regulations which prohibit discrimination on the basis of disability by covered public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established in the implementing regulations (28 C.F.R. Part 36) whichever is applicable.
- Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1683), as amended by Pub. L. 93–568, 88 Stat. 1855 (except §904 and §906 of those Amendments) which is designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance, whether or not such program or activity is offered or sponsored by an educational institution as defined in this part (34 C.F.R. Part 106).
- Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), as amended, and its implementing regulations, prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. The Act permits federally assisted programs or activities, and





recipients of Federal funds, to continue to use age distinctions and factors other than age that meet the requirements of the Act (34 C.F.R. Part 110).

- The LEA will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC §1232e(b)(5)).
- The LEA will ensure that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC §1232e(b)(6)).
- The LEA has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC §1232e(b)(8)).
- The LEA will ensure that no ESEA funds will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC §1232e(b)(9)).
- The LEA has adopted appropriate procedures to implement the terms of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g) and its regulations (34 C.F.R. Part 99)
- The LEA will ensure that the pupil rights delineated in 20 U.S.C. §1232h are protected.
- The LEA must comply with the requirements under the Gun-Free Schools Act (ESEA §8561), and the Nonsmoking Policy for Children's Services (ESEA §8573).
- To the extent authorized by law, the LEA shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney(s)' fees incurred as a result of any act or omission by it, or its employees, agents, subcontractors or assignees in its operation of the programs.
- The LEA will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.





COLORADO
Department of Education

Signature of LEA Board President

Name of LEA Board President

Date

