NOTICE OF REGULAR MEETING AND AGENDA

September 9, 2020
Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

Joie Siegrist, President, Board of Education
Dr. Don Haddad, Superintendent of Schools

1. CALL TO ORDER:
   6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

5. SUPERINTENDENT’S REPORT:

6. REPORTS:

7. CONSENT ITEMS:
   1. Approval: Staff Terminations/Leaves
   2. Approval: Staff Appointments
   3. Approval: Approval of Minutes for the August 12, 2020 and the August 26, 2020 Regular Meetings
   4. Approval: Approval of Change Order 6 to Construction Manager/General Contractor (CMGC) Contract for Main Street School Renovation Project
   5. Approval: Approval of Fee Adjustment 2 to Architect Agreement for Spark! Discovery Preschool Renovation Project
   6. Approval: Approval of Architect Selection for Centennial Elementary School Renovation Project
   7. Approval: First Reading, Adoption, Board Policies JF – Admissions and Denial of Admissions; JFBA/JFBB – Open Enrollment; JH – Student Absences and Excuses; JICDE – Bullying Prevention and Education; JICEA – School Related Student Publications (School Publications Code); and JICEC* – Student Petitions and Distribution of Non-Curricular Materials

8. ACTION ITEMS:
   1. Recommendation: Approval of Contract for the Sale of District Land in Frederick

9. DISCUSSION ITEMS:
   1. Available Achievement Data
NOTICE OF REGULAR MEETING AND AGENDA

September 9, 2020
Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

Joie Siegrist, President, Board of Education
Dr. Don Haddad, Superintendent of Schools

DISTRICT VISION STATEMENT

To be an exemplary school district which inspires and promotes high standards of learning and student well-being in partnership with parents, guardians and the community.

DISTRICT MISSION STATEMENT

To educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.

ESSENTIAL BOARD ROLES

Guide the superintendent
Engage constituents
Ensure alignment of resources
Monitor effectiveness
Model excellence

BOARD MEMBERS

John Ahrens, Secretary
Jim Berthold, Member
Chico Garcia, Member
Dr. Richard Martyr, Member
Paula Peairs, Vice President
Karen Ragland, Treasurer & Asst Secretary
Joie Siegrist, President

10. ADJOURNMENT:

Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:

Wednesday, September 16  6:00 – 8:00 pm Study Session-CANCELLED
Wednesday, September 23  6:00 pm Regular Meeting
<table>
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<tr>
<th>EFFECTIVE</th>
<th>NAME</th>
<th>POSITION/LOCATION</th>
<th>LEAVE OF ABSENCE</th>
<th>RESIGNED</th>
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<th>COMMENTS</th>
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*Will work a 110 Day Contract for 2020-2021*
### Terminations/Leaves of Absence

**Effective Dates and Details**

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<th>Name</th>
<th>Position/Location</th>
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*Will work a 110 Day Contract for 2020-2021*
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*Will work a 110 Day Contract for 2020-2021*
# Terminations/Leaves of Absence

**Effective** | **Name** | **Position/Location** | **Leave of Absence** | **Resigned** | **Retired** | **Comments**
---|---|---|---|---|---|---
5/21/2020 | Zastrow, Jennifer | Nutrition Services Worker / Legacy ES | | X | | *Will work a 110 Day Contract for 2020-2021*
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<tr>
<td>8/11/2020</td>
<td>Thompson, Karl</td>
<td>Science Teacher</td>
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<td>Topale, Jennifer</td>
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<td>8/11/2020</td>
<td>Turrill, Mackenzie</td>
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<td>Thunder Valley K-8</td>
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<td>Williams, Kathleen R.</td>
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<td>8/21/2020</td>
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MEMORANDUM

DATE:   September 9, 2020
TO:     Board of Education
FROM:   Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Board of Education Meeting Minutes
         Strategic Priority – High-Functioning School Board

RECOMMENDATION

That the Board of Education approve the minutes from the August Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the August 12, 2020 and August 26, 2020 Regular Meetings.
MEMORANDUM

DATE: September 9, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 6 to Construction Manager/General Contractor (CMGC) Contract for Main Street School Renovation Project

Strategic Priorities – Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities, Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order 6 for $74,959 to the Construction Manager/General Contractor (CM/GC) contract with Golden Triangle Construction, Inc., for the Main Street School Renovation Project for a total contract value of $8,955,695. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Change Order addresses the cost of completing phase 2 construction, including various minor scope additions and unforeseen construction issues.

The construction budget for this project has been established at $8,969,543, as part of the 2016 Bond program. This item is being brought forth to comply with Board policy FEH stating any items over $99,999 must have Board approval.

<table>
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<td>Original Agreement Amount</td>
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<td>Previous change orders</td>
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<td>Current change order</td>
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<td>Total changes (previous + current)</td>
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<td>New contract amount</td>
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MEMORANDUM

DATE: September 9, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment 2 to Architect Agreement for Spark! Discovery Preschool Renovation Project

Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Fee Adjustment 2 for $144,300 to the design contract with MOA Architecture for Phase 2 of the Spark! Discovery Preschool Renovation Project for a $334,630 total contract value. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Fee Adjustment includes design and construction administration for Phase 2 of the project, to be completed during the Summer of 2021.

Funding for the projects was planned for in the 2016 Bond program. This item is being brought forth to comply with Board policy FEH stating any items over $99,999 must have Board approval.

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MEMORANDUM

DATE: September 9, 2020
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: Approval of Architect Selection for Centennial Elementary School Renovation Project
Strategic Priority – Student and Staff Well-Being, Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with DLR Group for a maximum amount of $158,000 and an initial contract award of $135,850, for architectural and engineering services for the secure entry renovation at Centennial Elementary School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The architect review committee reviewed responses to RFQ 2017-037 “Architectural Services for District Projects.” DLR Group was selected based on their previous experience on a similar project, proposed team, cost, and availability.

This renovation will include a secure entry renovation and multiple building preservation items.

The budget for this project has been established at $1,266,649. Funding for the project is available from 2016 Bond Program funds. This item is being brought forth to comply with Board policy FEG stating any items over $100,000 must have Board approval.
MEMORANDUM

DATE: September 9, 2020
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: First Reading, Adoption, Board Policies JF – Admissions and Denial of Admissions; JFBA/JFBB – Open Enrollment; JH – Student Absences and Excuses; JICDE* – Bullying Prevention and Education; JICEA – School-Related Student Publications (School Publications Code); and JICEC* – Student Petitions and Distribution of Non-Curricular Materials
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

For the Board of Education to adopt revisions to Board JF – Admissions and Denial of Admissions; JFBA/JFBB – Open Enrollment; JH – Student Absences and Excuses; JICDE* – Bullying Prevention and Education; JICEA – School-Related Student Publications (School Publications Code); and JICEC* – Student Petitions and Distribution of Non-Curricular Materials.

BACKGROUND

These Board policies have revisions to reflect changes to current laws, rules, and regulations of Colorado legislation and the Colorado Department of Education. These revisions are recommended by the Colorado Association of School Boards, administration, and District legal counsel.

Board Policy BG – School Board Policy Process states, “Policy revision shall be accomplished in the same manner as policy adoption, except that revisions mandated by changes in law shall not require a second reading and may be adopted upon majority vote of the Board.”
Admissions and Denial of Admissions

Admission

All persons age 6 and under 21 who have not graduated from high school or received any document evidencing completion of the equivalent of a secondary curriculum, and reside within the boundaries of this school district, may be permitted to attend public schools without payment of tuition.

A birth certificate or other proof of legal age, as well as proof of residence, will be required by the school administration.

Students new to the district shall be enrolled conditionally until records, including discipline records, from the schools previously attended by the student are received by the district. Notice of the conditional enrollment status of new students shall be clearly indicated on all new student enrollment forms. In the event the student’s records indicate a reason to deny admission, the student’s conditional enrollment status shall be revoked. The student’s parent/guardian shall be provided with written notice of the denial of admission. The notice shall inform the parent/guardian of the right to request a hearing.

Denial of admission

The Board of Education or the superintendent or designee may deny admission to the schools of the district in accordance with applicable law.

The Board shall provide due process of law to students and parents/guardians through written procedures consistent with law for denial of admission to a student.

The policy and procedures for denial of admission shall be the same as those for student suspension and expulsion inasmuch as the same section of the law governs these areas.

Nondiscrimination

The Board, the superintendent, other administrators, and district employees shall not unlawfully discriminate based on a student’s disability, race, color, creed, national origin, ancestry, creed, religion, sex, sexual orientation (which includes transgender status), marital status, disability, national origin, religion, ancestry, or need for special education services, or other protected class, in the determination or recommendation of action under this policy.

Adopted: February 8, 1984
Revised: January 13, 1988
Revised: June 8, 1994
Revised: November 10, 1999
Revised: January 12, 2005
Revised: January 11, 2012
Revised: June 24, 2015
Revised: November 9, 2016
Revised: February 28, 2018

LEGAL REFS.:  C.R.S. 22-1-102 (defines “resident”)
C.R.S. 22-1-102.5 (defines “homeless child”)
C.R.S. 22-1-115 (school age is any age over five and under twenty-one years)
C.R.S. 22-2-409 (notification of risk)
C.R.S. 22-32-109 (1)(II) (Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)
C.R.S. 22-32-110 (1)(k) (definition of racial or ethnic background includes hair texture, definition of protective hairstyle)
C.R.S. 22-32-115 (tuition to another school district)
C.R.S. 22-32-116 (non-resident students)
C.R.S. 22-32-138 (enrollment of students in out-of-home placements)
C.R.S. 22-33-103 through 22-33-110 (school attendance law)
C.R.S. 22-33-105 (2)(c) (requiring hearing to be convened if requested within 10 days after denial of admission or expulsion)

CROSS REFS.:  JEB, Entrance Age Requirements
                JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)
                JLCB, Immunization of Students

St. Vrain Valley School District RE-1J, Longmont, Colorado
Open Enrollment

The Board recognizes that students may benefit from having a choice of schools to attend within the public school system that is not limited by school district boundaries or individual school attendance area boundaries. Therefore, students shall be allowed to attend any school or participate in any education program of their choice on a space available, first-come, first-served basis provided they are eligible for enrollment and follow the process of this policy and accompanying regulation.

In implementing the open enrollment program, the district is not required to:

1. Make alterations in the structure of a requested school or make alterations to the arrangement or function of rooms within a requested school to accommodate the enrollment request.

2. Establish and offer any particular program in a school if such program is not offered currently in such school.

3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites, and required levels of performance.

4. Enroll any nonresident student in any program or school after the pupil enrollment count day.

Notwithstanding the provisions of this policy, a student may be assigned outside the attendance area by mutual agreement of the principals in the special interest of the student and/or school.

Open enrollment and transfers

Resident students and their parents/guardians will be notified on an annual basis of the options available through open enrollment in sufficient time to apply.

Students, including home-schooled students desiring to take classes on a part-time basis, within designated attendance areas will have priority in registering in that school. Students may apply for open enrollment in a school outside their attendance area and such applications will be approved if there is space available in the requested school and the application has been submitted on or before October 1 in accordance with the regulation accompanying this policy.

Students granted permission to attend a school other than the school in their assigned attendance area will have the same curricular and extracurricular status as all other students attending the school, as determined by applicable law, bylaws of the Colorado High School Activities Association, and the district’s eligibility requirements.

Any student enrolled pursuant to this policy will be allowed to remain enrolled in the school or program through the end of the school year unless overcrowding or other undesirable conditions develop, as described in the accompanying regulation.
Transportation

Transportation for students granted permission to attend school outside their attendance area must be furnished by their parents unless space is available in district buses without disruption of regular routes and loading areas. Homeless students, students in foster care, and students with disabilities will be transported, as necessary, in accordance with state and federal law.

Nondiscrimination

The district shall not unlawfully discriminate based on a student’s disability, race, creed, color, sex, sexual orientation, marital status, national origin, religion, ancestry, or need for special education services in the determination or recommendation of action under this policy against any student making an open enrollment application. Decisions relative to the application shall be made in accordance with this policy and accompanying regulation.

Open enrollment for district residents

Students may apply for open enrollment in a school outside their attendance area and such applications may be approved if the application has been submitted in accordance with the regulation accompanying this policy.

Nonresident enrollment

Before considering requests for open enrollment from nonresidents, priority will be given to resident students who apply under the district’s open enrollment/transfer plan.

Enrollment of nonresident students may be approved if the application has been submitted in accordance with the regulation accompanying this policy.

Any nonresident student requesting admission to a particular district school or program must submit their application, be approved and be in attendance prior to October 1 of the requested year of attendance. Any nonresident students applying for admission after October 1 must obtain the area assistant superintendent’s approval prior to acceptance. For applications later than the October 1 date, principal discretion may be applied with assistant superintendent approval.

Special education/bilingual programs

Requests from the parent/guardian of special education and bilingual education students for open enrollment in or transfer to another school or education program will be considered in accordance with this policy’s accompanying regulation and applicable state and federal laws. The student’s current Individualized Education Program (IEP) will be used to determine if the requested school or program can meet the student’s needs. The district reserves the right to assign students in a special education or bilingual program in a school outside their attendance area notwithstanding this policy.

Rescission of open enrollment status
Approved open enrollments are considered approved for one school year only. However, if the status of the school facility remains open from one year to the next, those approved students shall will be allowed to continue into the next school year in their open enrolled school without reapplication. When a district school has been determined closed, the district reserves the right to rescind any or all open enrollment admissions at the end of each school year if overcrowding of facilities occurs in accordance with the accompanying regulation.

Closed schools

A school may be closed to open enrollment and nonresident admission on an annual basis due to lack of space if enrollment is at or exceeds 95% of its capacity or it is projected to reach 95% capacity within the following three years or if there is a lack of teaching staff within a particular program.

The district’s planning office will identify schools that meet the closed school requirement as stated above. The planning director will recommend to the superintendent that the school be closed to open enrollment and nonresident admissions. The superintendent will report to the Board of Education normally by April 15 of each year those schools that will be closed to open enrollment and nonresident admissions.

Adopted: February 8, 1984
Revised: June 25, 1986
Revised: April 27, 1988
Revised: November 14, 1990
Revised: June 8, 1994
Revised: October 12, 1994
Revised: April 9, 1997
Revised: February 24, 1999
Revised: February 27, 2002
Revised: November 5, 2003
Revised: August 10, 2005
Revised and recoded: June 24, 2015

LEGAL REFS.:  
C.R.S. 15-14-105 (delegation of custodial power)  
C.R.S. 19-1-115.5 (child in foster care placement is considered resident of school district in which foster home is located)  
C.R.S. 22-1-102 (2) (definition of resident of district)  
C.R.S. 22-20-106 (designation of general and special education responsibilities for students with disabilities)  
C.R.S. 22-20-107.5 (defining district of residence for students with disabilities)  
C.R.S. 22-20-109 (tuition for special education services)  
C.R.S. 22-32-109 (1)(II) (Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)  
C.R.S. 22-32-110 (1)(k) (definition of racial or ethnic background includes hair texture, definition of protective hairstyle)  
C.R.S. 22-32-110 (1)(m) (power to fix boundaries)  
C.R.S. 22-32-113 (1)(c) (transportation of students residing in another district)  
C.R.S. 22-32-115 (district may pay tuition for student to attend in another district not to exceed 120% of per pupil general fund cost)
C.R.S. 22-32-115 (2)(b) (subject to 22-36-101 district must permit any student whose parents are residents of Colorado to attend w/o payment of tuition)
C.R.S. 22-32-115 (4)(a) (district is not liable for tuition except pursuant to written agreement)
C.R.S. 22-32-116 (if become non-resident may finish semester, if in 12th grade may finish year, special rules for elementary students)
C.R.S. 22-33-103 (any resident may attend district school w/o payment of tuition, tuition can be paid by district of residence pursuant to written agreement, parents may pay tuition if non-Colorado resident)
C.R.S. 22-33-106 (3) (grounds to deny admission)
C.R.S. 22-36-101 et seq. (open enrollment policy must have time line and reasons to deny enrollment)
C.R.S. 22-54-103 (10.5) (definition of pupil enrollment count day)

CROSS REFS.: EEA, Student Transportation
IHBG, Home Schooling
JC, School Attendance Areas
JFABD, Homeless Students
JFABE*, Students in Foster Care
JJJ, Extracurricular Activity Eligibility

St. Vrain Valley School District RE-1J, Longmont, Colorado
Student Absences and Excuses

Philosophy

One criteria of a student’s success in school is regular and punctual attendance. Frequent absences may lead to poor academic work, lack of social development, and possible academic failure. Regular attendance is of utmost importance for school interest, social adjustment, and scholastic achievement, particularly for closing the achievement gap.

Continuity in the learning process and social adaptation is seriously disrupted by excessive absences. In most situations, the work missed cannot be made up adequately. Students who have good attendance generally achieve higher grades, enjoy school more, and are more employable after leaving school. For at least these reasons, the Board believes that a student must satisfy two basic requirements in order to earn full class credit: (1) satisfy all academic requirements, and (2) exhibit good attendance habits as stated in this policy.

When developmentally appropriate, it is the responsibility of the student to attend school. Ultimately, however, the responsibility to ensure that the student has good attendance rests with the parent/guardian. According to state law, it is the obligation of every parent/guardian to ensure that every child under their care and supervision receives adequate education and training and, if of compulsory attendance age, attends school. Schools will inform the parents/guardians if a student’s education is being jeopardized by poor attendance.

Each year the Board establishes the school attendance policy by adopting a school calendar. Students are required to have actual teacher-pupil instruction and contact time of 1,056 hours for secondary students and 968 hours for elementary students during each school year.

Attendance

Students are expected to enroll at the beginning of the school year, to attend regularly, and to be prompt in arriving at school and at each class during the day.

Excused absences

The building principal or their designee will grant excused absences with substantiated reason. The following will be considered:

1. A student who is temporarily ill or injured or whose absence is approved by the administrator of the school of attendance on a prearranged basis. Prearranged absences shall be approved for appointments or circumstances of a serious nature only which cannot be taken care of outside of school hours.

2. A student who is absent for a prearranged extended period due to a physical disability or a mental or emotional disability.

3. A student who is pursuing a work-study program under the supervision of the school.

4. A student who is attending any school-sponsored activity or activities of an educational nature with advance approval by the administration.

4.5. A student who is suspended or expelled.
The following may be considered excused absences at the discretion of the principal or designee:

1. Serious illness or death in the family.
2. Family emergencies or hardship.
3. Family vacations. (While discouraged, such excuses should be prearranged with the school administration. If a student has poor attendance or poor academic performance, a principal may deny an excused absence for vacation purposes.)
4. Religious observances when requested by a parent or guardian.
5. Absence required by a legal body or social agency (court, juvenile authorities, public health department or police).
6. Military connected students whose parent or legal guardian has been called to duty, is on leave from, or immediately returned from deployment.

The district may require suitable proof regarding the above exceptions, including written statements from a health care provider.

If a student is in out-of-home placement (as that term is defined by C.R.S. 22-32-138 (1)(h)), absences due to court appearances and participation in court-ordered activities shall be excused. The student’s assigned social worker shall verify the student’s absence was for a court appearance or court-ordered activity.

Unexcused absences

An unexcused absence is defined as an absence that is not covered by one of the foregoing exceptions. Each unexcused absence shall be entered on the student’s record. The parents or guardians of the student receiving unexcused absences shall be notified orally or in writing by the district, district designee, or building staff.

Parents/guardians shall be required to furnish an explanation for student absenteeism either in writing or orally. Absences not explained within two days after returning to school shall be recorded as unexcused absences unless unusual or extenuating circumstances exist as determined by the building administrator.

In accordance with law, the district may impose academic penalties which relate directly to classes missed while unexcused. Students and parents/guardians may appeal to the area assistant superintendent or designee for exceptions to this policy or the accompanying regulations provided that no exception shall be sustained if the student fails to abide by all requirements imposed as conditions for granting any such exception.

The minimum number of unexcused absences a student may incur before judicial proceedings are initiated to enforce compulsory attendance is four (4) days in one month or ten (10) days during any school year.
Chronic absenteeism

When a student has an excessive number of absences, these absences negatively impact the student’s academic success. A student will be considered “chronically absent” if he or she has missed 10% or more of the days enrolled during the public school year, whether the absences are excused or unexcused. Absences due to suspension or expulsion will not be counted in the total number of absences considered for purposes of identifying a student as “chronically absent.”

If a student is identified as “chronically absent,” the principal or designee will develop a plan to improve the student’s attendance. The plan will include best practices and research-based strategies to address the reasons for the student’s chronic absenteeism, including but not limited to:

- Individual Case Management
- Creation of Attendance Plans
- Home Visits
- Cafecitos: Coffee Talks to increase family-community engagement
- School and district-level attendance groups
- Multi-Tiered Systems of Support for students
- Collaboration with community partners to provide supports
- Basic need assistance via Family Outreach Liaisons
- Expelled & At-Risk Student Services program
- “Ecredit” support
- Truancy Review Team Meetings

When practicable, the student’s parent/guardian will participate in the development of the plan.

Nothing herein will require the principal or designee to identify a student as “chronically absent” prior to declaring the student as a “habitual truant” and pursuing court proceedings against the student and his or her parents/guardians to compel the student’s attendance in accordance with state law.

Make-up work

Make-up work will be provided for any class in which a student has an excused absence unless otherwise determined by the building administrator or unless the absence is due to the student’s expulsion from school. It is the responsibility of the student to pick up any make-up assignments permitted on the day returning to class. A reasonable amount of time to complete make-up work will be given, generally two (2) days for each day absent.

Make-up work will be allowed following an unexcused absence or following a student’s suspension from school with the goal of providing the student an opportunity to keep up with the class and an incentive to attend school. This work may receive full or partial credit to the extent possible as determined by the building administrator.
Unless otherwise permitted by the building administrator, make-up work will not be provided during a student’s expulsion. Rather, the district will offer alternative education services to the expelled student in accordance with state law. The district will determine the amount of credit the expelled student will receive for work completed during any alternative education program.

Tardiness

Tardiness is defined as the appearance of a student without proper excuse after the scheduled time that a class begins. Because of the disruptive nature of tardiness and the detrimental effect upon the rights of the non-tardy student to uninterrupted learning, penalties shall be imposed for excessive tardiness. Students who accumulate 3 unexcused tardies shall be issued one-half day unexcused absence. Parents/guardians shall be notified of all penalties regarding tardiness.

Teachers shall be responsible for addressing tardiness as a classroom management issue. Excessive tardiness may be referred to the administration for consideration as an attendance problem.

In an unavoidable situation, a student detained by another teacher or administrator shall not be considered tardy provided that the teacher or administrator gives the student a pass to enter the next class. Teachers shall honor passes presented in accordance with this policy.

The provisions of this policy are applicable to all students in the district, including those above and below the age for compulsory attendance as required by law.

Attendance officer

The Board shall appoint an attendance officer to assist school administrators in the enforcement of this policy and to assist in identifying the reasons for and causes of nonattendance and excessive absences.

The provisions of this policy shall be applicable to all students in the district, including those above and below the age for compulsory attendance as required by law.

Adopted: February 28, 1984
Revised: June 10, 1987
Revised: August 22, 1990
Revised: October 27, 1993
Revised: May 24, 1995
Revised: September 25, 1996
Revised: January 22, 1997
Revised: November 10, 1999
Revised: April 8, 2009
Revised: May 11, 2011
Revised: June 24, 2015
Revised: February 28, 2018
Revised: June 26, 2019

LEGAL REFS.: C.R.S. 22-14-101 et seq. (dropout prevention and student re-engagement)
C.R.S. 22-32-109 (1)(n) (length of school year, instruction & contact time)
C.R.S. 22-32-109.1 (2)(a) (conduct and discipline code)
C.R.S. 22-32-138 (6) (excused absence requirements for students in out-of-home placements)
C.R.S. 22-33-101 et seq. (School Attendance Law of 1963)
C.R.S. 22-33-105 (3)(d)(III) (opportunity to make up work during suspension)
C.R.S. 22-33-108 (judicial proceedings to enforce school attendance laws)
C.R.S. 22-33-203 (educational alternatives for expelled students and determination of credit)
1 CCR 301-78 Rules 1.00 et seq. (standardized calculation for counting student attendance and truancy)

CROSS REFS.: EBCE, School Closings and Cancellations
 IC/ICA, School Year/School Calendar/Instruction Time
 JEA, Compulsory Attendance Ages
 JFABE*, Students in Foster Care
 JFC, Student Withdrawal from School/Dropouts
 JHB, Truancy
 JK, Student Discipline
 JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)
 JLIB, Student Dismissal Precautions

St. Vrain Valley School District RE-1J, Longmont, Colorado
Bullying Prevention and Education

The Board of Education supports a secure school climate, conducive to teaching and learning that is free from threat, harassment, and any type of bullying behavior. The purpose of this policy is to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable.

Bullying is the use of coercion or intimidation to obtain control over another person or to cause physical, mental, or emotional harm to another person. Bullying can occur through written, verbal, or electronically transmitted expression or by means of a physical act or activity, gesture or the use of objects associated with, or symbolic of, groups or organizations that engage in, or promote, bias-motivated activities that is reasonably foreseeable to result in coercion or intimidation. Bullying is prohibited against any student for any reason, including but not limited to any such behavior that it is directed toward a student on the basis of his or her academic performance or any basis protected by federal and state law, including disability, race, creed, color, ethnicity, gender, sexual orientation (which includes transgender and gender identity), marital status, national origin, religion, ancestry, or the need for special education services, or other protected class, whether such characteristic(s) is actual or perceived.

Bullying is prohibited on district property, at district or school-sanctioned activities and events, when students are being transported in any vehicle dispatched by the district or one of its schools, or off school property when such conduct has a nexus to school or any district curricular or non-curricular activity or event.

A student who engages in any act of bullying and/or a student who takes any retaliatory action against a student, who reports in good faith an incident of bullying, is subject to appropriate disciplinary action including but not limited to suspension, expulsion and/or referral to law enforcement authorities. The severity and pattern, if any, of the bullying behavior shall be taken into consideration when disciplinary decisions are made. Bullying behavior that constitutes unlawful discrimination or harassment shall be subject to investigation and discipline under related Board policies and procedures. Students targeted by bullying when such bullying behavior may constitute unlawful discrimination or harassment also have additional rights and protections under Board policies and procedures regarding unlawful discrimination and harassment.

The principal of each school shall develop a program to address bullying appropriate for the age level served by that school. The program shall be aimed toward accomplishing the following goals:

1. To send a clear message to students, staff, parents, and community members that bullying and retaliation against a student who reports bullying will not be tolerated.

2. To train staff and students in taking proactive steps to prevent bullying from occurring.
3. To implement procedures for immediate intervention, investigation, and confrontation of students engaged in bullying behavior.

4. To initiate efforts to change the behavior of students engaged in bullying behaviors through re-education on acceptable behavior, discussions, counseling, and appropriate negative consequences.

5. To foster a productive partnership with parents/guardians and community members in order to help maintain a bullying-free environment.

6. To support victims of bullying by means of individual and peer counseling.

7. To help develop peer support networks, social skills, and confidence for all students.

8. To recognize and praise positive, supportive behaviors of students toward one another on a regular basis.

Adopted: May 8, 2002
Revised: September 28, 2005
Revised: December 14, 2011
Revised: January 9, 2013
Revised: June 24, 2015
Revised: August 26, 2015
Revised: November 9, 2016
Revised: October 11, 2017

LEGAL REFS.: C.R.S. 22-32-109.1 (2)(a)(l)(K) (policy required as part of safe schools’ plan)

CROSS REFS.: AC, Nondiscrimination/Equal Opportunity
           JB, Equal Educational Opportunities
           JBB*, Sexual Harassment of Students
           JICDA, Code of Conduct
           JK, Student Discipline
           JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)
           JLDAC, Screening/Testing of Students (and Treatment of Mental Disorders)

St. Vrain Valley School District RE-1J, Longmont, Colorado
School-Related Student Publications
(School Publications Code)

The Board encourages students to express their views in school-sponsored publications while observing rules for responsible journalism and complying with this policy and state and federal law. To protect the rights of all members of the school community and to support the district's educational mission and purposes, students are prohibited from publishing expression which:

- is false or obscene;
- is libelous, slanderous or defamatory under state law;
- presents a clear and present danger of the commission of unlawful acts, violation of school rules or material and substantial disruption of the orderly operation of the school;
- violates the privacy rights of others;
- threatens violence to property or persons; or
- violates copyrights.

Student editors of school-sponsored publications shall be responsible for determining the news, opinion, and advertising content of their publications subject to the limitations of this policy, its accompanying regulation, and applicable state and federal law. The publications advisor within each school shall be responsible for supervising the production of school-sponsored publications and for teaching and encouraging free and responsible expression and professional standards of journalism.

The publications advisor has authority to establish or limit writing assignments for students working with publications and to otherwise direct and control the learning experience that publications are intended to provide when participation in a school-sponsored publication is part of a school class or activity for which grades or school credits are given.

Adopted: August 8, 1984
Revised: June 8, 1994
Revised: October 12, 2005
Revised: June 24, 2015
Revised: September 26, 2018

LEGAL REFS.:  C.R.S. 22-1-120 (rights of free expression for public school students)
                  C.R.S. 22-1-123 (5)(e) (state law does not prevent a student who is working under the supervision of a journalism teacher or sponsor from preparing or participating in a survey, analysis or evaluation without obtaining written parental consent as long as participation is not prohibited by federal law)
                  C.R.S. 22-32-110 (1)(r) (power to exclude materials that are immoral or pernicious)

CROSS REF.:  JLDAC, Screening/Testing of Students
               JICEC*, Student Petitions and Distribution of Non-Curricular Materials
               JICEC*-R, Student Petitions and Distribution of Non-Curricular Materials

St. Vrain Valley School District RE-1J, Longmont, Colorado
**Student Petitions and Distribution of Non-Curricular Materials**

To understand constitutional values such as the right to free speech, students must not only study such principles but also have an opportunity to put them into practice. However, there are limitations on the right of student free speech in the school setting that have been upheld by the courts because of the unique nature of the school community.

It is the goal of this policy to strike a necessary balance between a student’s right of free speech and the district’s responsibility to maintain an orderly and safe school environment which respects the rights of students, staff members and others on district grounds and during district-sponsored activities.

Students may distribute non-curricular materials on district property in person or electronically in accordance with this policy, its accompanying regulation, and applicable state and federal law.

**Prohibited distribution**

Students **shall not** circulate petitions or distribute non-curricular materials in person or electronically on district property, at district-sponsored activities or events, or through the district’s electronic network(s) that in themselves or in the manner they are distributed:

- create or threaten to create a substantial disruption or material interference with the normal operation of the district, district activity or event;
- advocate or encourage unlawful conduct or conduct that violates Board policy, including but not limited to the Board’s policies prohibiting unlawful discrimination, harassment and bullying;
- cause or threaten to cause injury to persons or property; or
- are obscene, defamatory or violate any person’s privacy rights.

Students who circulate petitions or distribute non-curricular materials in violation of this policy may be subject to appropriate disciplinary action, including suspension and/or expulsion.

District equipment and supplies and district technology devices **shall not** be used for the creation or publication of such material.

The principal shall present to any student or students wishing to circulate petitions or distribute non-curricular materials a copy of this policy and its accompanying regulation.

**Adopted:** August 8, 1984  
**Revised:** July 28, 1993  
**Revised:** May 24, 1995  
**Revised:** October 12, 2005  
**Revised:** June 24, 2015  
**Revised:** September 26, 2018

**LEGAL REFS.:**  
Taylor v. Roswell Indep. Sch. Dist., 713 F.3d 25 (10th Cir. 2013)  
Colo. Const. Art 9, Sect. 5
C.R.S. 22-1-120 (rights of free expression for public school students)  
C.R.S. 22-32-110 (1)(r) (power to exclude materials that are immoral or pernicious)

CROSS REFS.:  
JICEA, School-Related Student Publications (School Publications Code)  
JK, Student Discipline, and subcodes  
KHC, Distribution/Posting of Promotional Materials  
JS*, Student Responsible Use of the Internet and Electronic Communications

St. Vrain Valley School District RE-1J, Longmont, Colorado
MEMORANDUM

DATE: September 9, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract for the Sale of Lands in Frederick

Strategic Priority – Strong District Finances

RECOMMENDATION

That the Board of Education approve the offer from Elea Development, LLC or other entity formed by Aaron Grant specifically for the purpose of purchasing the land, to purchase surplus land in Frederick and, further, authorize Brian Lamer, Assistant Superintendent of Operations, to sign appropriate documents related to this real estate transaction.

BACKGROUND

The District owns real property in Frederick, consisting of twelve parcels. On February 14, 2018, the Board approved the resolution deeming the land as surplus and authorized the sale of the lands through a sealed bid process.

The Purchasing Department issued RFP #2018-077 on May 7, 2018. Elea Development, LLC offered to buy the land. It is recommended that the contract be awarded to Elea Development, LLC in the amount of $872,000.
THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(VACANT LAND)

Date: 8-5-2020

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Elea Development LLC or assigns (Buyer) will take title to the Property described below as □ Joint Tenants Tenants In Common □ Other In Severalty

2.2. Assignability. This Contract is assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. St. Vrain Valley School District RE1J (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado:

6540 11th St, Frederick, CO 80530 & 6477 Frederick Way, Frederick, CO, Legal to be inserted prior to closing

known as No. Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. Deleted.

2.6. Exclusions. Deleted. The following items are excluded (Exclusions):


2.7.1. Deeded Water Rights. The following legally described water rights: any and all water rights appurtenant to the Property. None.

Any deeded water rights will be conveyed by a good and sufficient bargain and sale deed at Closing.

2.7.2. Other Rights Relating to Water. None.

2.7.3. Well Rights. None.

2.7.4. Water Stock Certificates. None.

2.7.5. Conveyance. No water rights will be transferred at closing.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Event</th>
<th>Date or Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.3</td>
<td>Alternative Earnest Money Deadline</td>
<td>MEC plus 7 days</td>
</tr>
</tbody>
</table>
3.2. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. **PURCHASE PRICE AND TERMS.**

4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference</th>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>§ 4.1</td>
<td>Purchase Price</td>
<td>$872,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>§ 4.3</td>
<td>Earnest Money</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>§ 4.5</td>
<td>New Loan</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>4</td>
<td>§ 4.4</td>
<td>Cash at Closing</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>TOTAL</td>
<td>$872,000.00</td>
<td>$872,000.00</td>
</tr>
</tbody>
</table>

4.2. **Seller Concession.** Deleted.

4.3. **Earnest Money.** The Earnest Money set forth in this Section, in the form of a Good Funds, will be payable to and held by the Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.
4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller’s receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract. ☑ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

Buyer may obtain a new loan for any portion of the Purchase Price on terms and conditions acceptable to the Buyer.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer’s sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory to Buyer, in Buyer’s sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER’S WRITTEN NOTICE TO TERMINATE, BUYER’S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

6. APPRAISAL PROVISIONS. Deleted.

7. OWNERS’ ASSOCIATION. Deleted.

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner’s title insurance policy at Seller’s expense. On or before Record Title Deadline, Seller must furnish to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☑ an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before Record Title Deadline, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☑ Will ☐ Will Not contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unrecorded tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☑ Buyer ☑ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other ☐

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner’s title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller’s possession on or before Record Title Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. Buyer’s objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer’s Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer’s sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may object, on or before Record Title Objection Deadline. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property’s inclusion in a special taxing district as unsatisfactory to Buyer.
8.5. Right to Object to Title, Resolution. Buyer’s right to object, in Buyer’s sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer’s written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer’s written withdrawal of Buyer’s Notice of Title Objection (i.e., Buyer’s written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer’s receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer’s sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE ESTATE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner’s title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

9. NEW ILC, NEW SURVEY. Deleted.

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing

or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that

Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections

(by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer’s expense. If (1) the physical

condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,

HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property

(including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any

proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the

Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer’s sole subjective discretion,

Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written
description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1,

that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of

Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection

Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline,

this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Inspection

Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement

between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at

Buyer’s request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer

must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,

protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such

Work, claim, or lien. This indemnity includes Seller’s right to recover all costs and expenses incurred by Seller to defend against

any such liability, damage, cost or expense, or to enforce this Section, including Seller’s reasonable attorney fees, legal fees and

expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed

pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for

property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance

Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer’s sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following
documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents
Delivery Deadline:

☐ 10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;

☐ 10.6.1.2. Property tax bills for the last 3 years;

☐ 10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural,
electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
available;

☐ 10.6.1.4. A list of all Inclusions to be conveyed to Buyer;

☐ 10.6.1.5. Operating statements for the past 1 years;

☐ 10.6.1.6. A rent roll accurate and correct to the date of this Contract;

☐ 10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the
Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

☐ 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
for the past ___ years;

☐ 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
earlier under § 8.3);

☐ 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller’s
possession or known to Seller, Seller warrants that no such reports are in Seller’s possession or known to Seller;
10.6.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property with said Act;

10.6.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

10.6.14. Other documents and information:

All agreements for mineral rights or reservations (surface and/or subsurface)

All agreements with any third-party for use of and/or access to the property

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective discretion,

Buyer may, on or before Due Diligence Documents Objection Deadline:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before Due Diligence Documents Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence Documents Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of Due Diligence Documents Resolution Deadline.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer’s sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. [Seller ☑️ Buyer] will order or provide ☑️ Phase I Environmental Site Assessment, ☑️ Phase II Environmental Site Assessment (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☑️, at the expense of ☑️ Seller ☑️ Buyer (Environmental Inspection). In addition, Buyer, at Buyer’s expense, may also conduct an evaluation whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller’s and any Seller’s tenants’ business uses of the Property, if any.

If Buyer’s Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Environmental Inspection Termination Deadline will be extended by 60 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date will be extended a like period of time. In such event, ☑️ Seller ☑️ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer’s right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before Environmental Inspection Termination Deadline, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer’s sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Termination Deadline, based on any unsatisfactory ADA Evaluation, in Buyer’s sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as the Melody Sale, as further described in paragraph 30(5) below. Buyer has the Right to Terminate under § 25.1 effective upon Seller’s receipt of Buyer’s Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer’s Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.


10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS. Deleted.
12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by mutual agreement of the parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative’s deed ☐ ____________________________ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not and previous years’ taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

☒ One-Half by Buyer and One-Half by Seller ☐ Other ____________________________.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☒ Seller


15.4. Local Transfer Tax. Deleted.

15.5. Private Transfer Fee. Deleted.

15.6. Water Transfer Fees. The Water Transfer Fees can change.

☒ Water Stock/Certificates ☐ Water District

☒ Augmentation Membership ☐ Small Domestic Water Company ☒ Any transfer fees

and must be paid at Closing by ☐ None ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ None ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS ☒ IS NOT a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Buyer should inquire with Seller’s tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller’s proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller’s status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller’s proceeds. Buyer should inquire with Seller’s tax advisor to determine if withholding applies or if an exemption exists.
16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other _____.

16.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee’s name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller’s obligations under such Leases.

16.3. Association Assessments. Deleted.

16.4. Other Prorations. Water and sewer charges.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $100.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession Time until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller’s reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

21.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1, is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER’S ONLY REMEDY for Buyer’s failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. Deleted.

23. Deleted.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder’s notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party’s receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

Any successor to a party receives the predecessor’s benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or n/a.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.

30. ADDITIONAL PROVISIONS.

1) Buyer may assign its rights under this Contract.

2) Buyer and Seller agree to each pay their respective broker’s commissions, if any, which shall be subject to separate written agreement.

3) Buyer may or may not order an appraisal or survey, at its sole discretion.

4) Seller hereby represents and warrants that there is no right of first refusal on the Property, nor any third-party right to approve this Contract.

5) Notwithstanding anything contained herein to the contrary, all of Buyer’s obligations under this Contract are contingent upon a closing of the sale by Carriage Hills Development Inc., a Colorado corporation to Melody Homes, Inc., a Delaware corporation (“Melody Sale”), pursuant to that contract dated March 6, 2020 as amended. In the event the Melody Sale does not close prior to the Closing Date, then Buyer may terminate this Contract, and the Earnest Money shall be immediately and automatically returned to the Buyer. In the event the Melody Sale closes prior to December 30, 2020, Buyer shall have the right, but not the obligation, to move the Closing Date to an earlier date by written notice to the Seller.

6) This Contract is conditional upon approval by Seller’s Board of Education.

7) Seller represents and warrants to Buyer that as of Closing:

a) Seller has the power to enter into the Contract and to execute and deliver the Contract and to perform all duties and obligations imposed upon it hereunder, and Seller has obtained all necessary corporate, membership, partnership or other organizational authorizations required in connection with the execution, delivery and performance of the Contract and the
transaction contemplated herein and has obtained the consent of all entities and parties (whether private or governmental) necessary to bind Seller to the Contract.

b) Neither the execution nor the delivery of the Contract, nor the consummation of the purchase and sale transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of the Contract conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which it is a party or by which it, or any of its assets is bound.

c) Seller has not received written notice of any condemnation, zoning or other land-use regulation proceedings which would materially impair the current use and operation of the Property. Seller has not received written notice from any municipality or governmental or quasi-governmental authority that the Seller or the Property is currently in violation of any Hazardous Material Laws. As used herein, the term “Hazardous Material Laws” means The Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136–136y et seq.; or any other federal, state or local law related to pollution or the release into the environment or disposal of solid or hazardous waste or hazardous substances.

d) No litigation has been served upon Seller or filed, affecting the Property or Seller’s ability to consummate the transaction contemplated by the Contract.

e) The documents delivered to Buyer by Seller or made available to Buyer under the Contract constitute complete copies and all of the documents required by the Contract.

f) Prior to the Closing Date, Seller shall notify Buyer in writing of any facts, conditions or circumstances which come to Seller’s knowledge that render any of the representations and warranties in any way inaccurate, incomplete, incorrect or misleading.

g) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following, duly executed and acknowledged where applicable:

i) To the extent not already delivered to Buyer, those records and files, which are in Seller’s possession or control and are not proprietary or confidential, relating to the current operation, leasing and maintenance of the Property.

ii) A written transfer and assignment of any and all permits, approvals, entitlements, applications, plats, studies, surveys, and any other materials and/or intangibles which are in any way related to the Property, to Buyer, in a form reasonably acceptable to Buyer.

8) Buyer’s conditions to Closing.

a) The Closing and Buyer’s obligations to perform under the Contract are conditioned upon the occurrence of each of the following (or Buyer’s written waiver thereof at the Closing):

i) The Title Insurance Company shall be unconditionally prepared and committed to issue the Owner’s title insurance policy (including all Buyer required title endorsements) insuring title to the Property vested in Buyer or its nominees in the amount of the Purchase Price, subject only to the approved exceptions.

ii) All representations and warranties of Seller set forth in the Contract shall be true and correct in all material respects as of the date hereof and as of the Closing, and Seller shall have performed all of its covenants and obligations under the Contract.

9) Entitlement Documents. Seller acknowledges and agrees to cooperate and to sign reasonable materials based on Buyer’s pursuit of platting, PUD and any other governmental approvals, permits, entitlements or similar materials, within five (5) business days of receipt from Buyer. Seller’s agreement to cooperate shall include but shall not be limited to signing reasonable materials to accomplish adding the 10 platted lots comprising a portion of the Property to Carriage Hills Filing No. 1 Replat A and replatting those 10 lots as 8 lots and vacating an alley on the Property. Seller’s obligation to cooperate with Buyer’s pursuit of platting, PUD, and any other governmental approvals, permits, entitlements or similar materials shall not survive this Contract; Seller will have no additional obligations after the Closing Date.
Site Work. After the execution of this Contract, Buyer may, and Seller grants permission to, Buyer and its agents, consultants or contractors, to enter upon the Property for purposes of construction of any site work (“Site Work”) the Buyer chooses to perform, in the sole discretion of the Buyer, including but not limited to, on site water, storm drainage, natural gas, power, other so called dry utilities, on site paving, curb, gutter, sidewalks, site lighting and landscaping, provided that (i) Buyer will keep the Property free and clear of any mechanics liens arising out of any such entry and Site Work, perform all Site Work in a safe manner, not allow any dangerous or hazardous conditions and comply with all applicable laws and governmental regulations; (ii) prior to entry upon the Property by Buyer or any of Buyer’s consultants or contractors for purposes of Site Work, Buyer will deliver to Seller, evidence of such party’s liability insurance coverage with combined single limits of not less than $1,000,000 per occurrence naming Seller as an additional insured. In the event this Contract is terminated without Buyer closing the purchase of the Property, any Site Work constructed by the Buyer, shall become the property of the Seller.

Buyer shall indemnify and hold Seller harmless from and against all claims, losses, liens, costs, liabilities and expenses asserted against Seller or the Property arising out of or related to Buyer’s construction of the Site Work.

Leases. Seller acknowledges and agrees that Seller shall not enter into any lease agreement, including, without limit, any lease extension, modification, amendment, assignment and/or sublease, for any portion of the Property without the consent of Buyer.

Governmental Immunity. No term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S.

Binding Arbitration Prohibited. The Seller does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Contract or incorporated herein by reference shall be null and void.

Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted by the Judicial Arbiter Group (“JAG”) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party’s written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Weld County.

Attorneys’ Fees. For any dispute arising from or related to this Contract, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs whether or not legal proceedings are instituted.

OTHER DOCUMENTS. Deleted.

SIGNATURES

BUYER:

Elea Development LLC

Buyer’s Signature as President Date 8-5-20

Address: 1040 S Gaylord STE 1 Denver CO 80209

Phone No.: 303-324-3320

Email Address: aaron@grantrealestateco.com
SELLER

Saint Vrain Valley School District RE 1 J

By: ___________________________ Date

Address: ___________________________

Phone No.: ___________________________
Fax No.: ___________________________
Email Address: ___________________________

END OF CONTRACT TO BUY AND SELL REAL ESTATE
MEMORANDUM

DATE: September 9, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Available Achievement Data Update

Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

PURPOSE

For the Board of Education to receive an update on the available achievement data for school year 2019/2020.

BACKGROUND

The Board will receive an update on any available achievement data collected from the 2019/2020 school year.

Kahle Charles, Assistant Superintendent for Assessment, Curriculum, and Instruction, and Dr. Ann Reed, Executive Director of Assessment, will be available via Webex for questions.