

NOTICE OF REGULAR MEETING AND AGENDA



April 22, 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*

1. CALL TO ORDER:

5:30 pm March Financials
6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. AUDIENCE PARTICIPATION:

4. VISITORS:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

1. District Financial Statements – March 2020

7. CONSENT ITEMS:

1. Approval: Approval of Change Order 2 to Construction Manager/ General Contractor (CMGC) Contract for the Sanborn Elementary School Renovation
2. Approval: Approval of Amendment to CMGC Contract for Erie Middle School Bond Project
3. Approval: Approval of Amendment to CMGC Contract for Frederick High School Addition
4. Approval: Approval of Amendment to CMGC Contract for Altona Middle School Renovation
5. Approval: Approval of Recommendation to Hire Assistant Principal/ Athletic Director for Frederick High School
6. Approval: Approval of Recommendation to Hire Assistant Principal for Longmont High School
7. Approval: Approval of Recommendation to Hire Executive Director of Human Resources
8. Approval: Approval of Request to Grant an Exception to Board Policy GBEA – Staff Ethics/Conflict of Interest-Tim McIntire
9. Approval: Approval of Contract Award for Security Cameras
10. Approval: First Reading, Adoption, Board Policy BEDH-R – Public Participation at School Board Meetings
11. Approval: Approval of Closure of All District Schools for the Remainder of the 2019/2020 School Year

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8. ACTION ITEMS:

1. Recommendation: Approval of Weld County 6 Educational Costs
2. Recommendation: Approval of Architect Selection for Pool Addition Project
3. Recommendation: Approval of Extension of Declaration of Local Disaster Emergency
4. Recommendation: Approval of the School to Work Alliance Program Contract

9. DISCUSSION ITEMS:

10. ADJOURNMENT:

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

Wednesday, May 13	6:00 pm Regular Meeting
Wednesday, May 20	6:00 – 8:00 pm Study Session
Wednesday, May 27	5:30 pm April Financials
	6:00 pm Regular Meeting

MEMORANDUM

DATE: April 22, 2020
TO: Board of Education
FROM: Dr. Don Haddad, Superintendent of Schools
SUBJECT: District Financial Statements – March 2020
Strategic Priority – Strong District Finances

PURPOSE

To provide the Board of Education with monthly financial reports.

BACKGROUND

Colorado Revised Statute (C.R.S.) 22-45-102(1)(b)(I-IV) requires the Board of Education to review the financial condition of the school district at least quarterly during the year. In addition to first and second quarter reports, the District has elected to present monthly financial statements during the remainder of the year.

At the work session prior to this Board meeting, information related to the March 2020 monthly financial statements will be provided to the Board in compliance with all aspects of Colorado Revised Statutes.



March 2020 Monthly Financial Report

*"The community is the foundation
of our school system. Working together
we can give our children expanded opportunities
in safe, high performing 21st century schools."*

Don Haddad, Ed.D., Superintendent



























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St. Vrain Valley School District RE-1J

Financial Executive Summary

For the period July 1, 2019 to March 31, 2020

Note: The detailed financial statements are an integral part of this summary.

Fund	PDF page	B/S	A2A	B2A	Notes
Governmental Funds including General Fund, Major & Non-Major Funds & Special Revenue Funds . . .					
General Fund	6				<i>The District prioritizes the safety and well-being of its students, teachers, staff and community. Due to the coronavirus outbreak, schools closed on March 13, 2020. We responded immediately by distributing curbside meals to students and limiting access to district buildings. On March 30th, we launched instructional online learning plans. Leadership continues to actively and closely monitor the situation.</i> CY "taxes A/R, D/R" \$28.6m increase due to increased AV & large Abatement Mill. CY "acc'd sal/bene" \$1.1m increase due to increased salaries, PERA costs.
	7				CY "prop tax" \$5.4m increase due to collections of unpaid PY taxes. CY "chgs for svc" \$2.3m decrease due to FDK no longer tuition-based. CY "misc" rev \$2.5m decrease due to PY sale of 'retired' iPads, e-rate revenue. CY "equaliz", "spec educ" & "BEST" increases due to increased funding. CY "sal/bene" accounts for \$16.1m of the total \$18.1m increased expenditures. CY decreases in cap outlay & capital lease due to PY technology leases.
	8-9				Based on passage of time, 75% through the fiscal year.
Colo Preschool	10-11	n/a	n/a		CY "purch svc" includes ECE & MSB renovations.
Risk Management	13-15	n/a			CY "purch svc" increase due to higher insurance premiums & "claims paid" increase due to higher workers' comp deductibles.
Bond Redemption	18-19	n/a	n/a		PY frontloading of LTD payments, saving taxpayers money. County Treasurers have the option to waive interest for late payments in CY.
Building	20-21	n/a	n/a		Issued \$200m of the \$260m 2016 voter authorized bonds in Dec'16 and the remaining \$60m in Oct'18.
Capital Reserve	23-25	n/a			PY "alloc from Gen Fund" includes \$4m one-time transfer. CY "transfers" from energy rebates, cap'l credits, donations for Mobile Lab.
Comm Education	27-29	n/a			PY facility use central exp due to MSB auditorium reno. Drivers Ed prgm closed in CY. Due to school closures, Community Schools & Facility Use are not collecting revenues but still paying payroll expenditures.
Fair Contributions	30-31	n/a	n/a		CY land improvement projects in Longmont & Mead.
Grants	33-35	n/a			New state grants & increased funding in CY.
Nutrition Services	36-39				Due to schools closures, CY meal claims significantly lower. Financial recovery for curbside meals & other COVID-19 related activities to be determined.
Student Activity (23)	41-43	n/a			CY "transfer" from community partner donations toward Mobile Lab.
Proprietary Fund, the District's only internal service fund . . .					
Self Insurance	46-49				CY "cash & invest" increase due to increased EE premiums for expanded benefits options and increased stop loss reimbursements.
Fiduciary Funds . . .					
Student Scholarship	n/a	n/a	n/a	n/a	By June 30, 2019, the District transferred its Fund 72 assets to the Educ Found of St. Vrain. No FY20 budget was adopted and no statements will be presented.
Other financial information . . .					
Investments	51		n/a	n/a	CY interest rate is 1.25% compared to PY's 2.58%.
LEGENDS:					
To be reviewed w/ BOE					Matters of slight concern; monitoring closely
Non-talking point					Major issue or concern; requires immediate attention or action

St. Vrain Valley School District RE-1J
Financial Executive Summary (continued)
For the period July 1 to March 31

Note: Not all funds have been included in the summary shown below.
The detailed financial statements are an integral part of this summary.

	FY19		FY20	
	Actual to Date	% of Budget	Actual to Date	% of Budget
General Fund				
Revenues	\$ 185,090,236	60%	\$ 199,323,981	56%
Expenditures	215,331,433	68%	233,394,770	67%
Capital lease	2,743,210	100%	11,573	n/a
Transfers	-	n/a	(596,060)	100%
Net change in fund balance	(27,497,987)		(34,655,276)	
Beg fund balance	113,932,789		116,333,865	
End fund balance	86,434,802		81,678,589	
Liabilities	104,211,155		134,519,527	
Deferred inflows of resources	-		-	
Total liabilities, deferred inflows, fund balance	\$ 190,645,957		\$ 216,198,116	
Assets	\$ 190,645,957		\$ 216,198,116	
Colorado Preschool Program Fund				
End fund balance	\$ 537,890		\$ 591,898	
Risk Management Fund				
Change in fund balance	\$ 921,958		\$ (434,511)	
End fund balance	\$ 6,888,375		\$ 6,679,829	
Building Fund				
Expenditures	\$ 34,023,420	25%	\$ 28,975,423	34%
Other Sources (Uses)	63,755,401	100%	-	n/a
End fund balance	\$ 133,511,031		\$ 98,686,711	
Capital Reserve Fund				
Net change in fund balance	\$ 4,078,866		\$ (122,563)	
End fund balance	\$ 11,793,055		\$ 9,182,852	
Community Education Fund				
Net change in fund balance	\$ 263,432		\$ 692,862	
End fund balance	\$ 3,591,801		\$ 4,138,532	
Fair Contributions Fund				
End fund balance	\$ 7,323,871		\$ 7,774,213	
Grants Fund				
Grants receivable	\$ 2,940,398		\$ 1,964,617	
Nutrition Services				
Revenues	\$ 7,760,020	78%	\$ 8,025,497	76%
Expenditures	7,607,249	74%	8,053,732	73%
Change in fund balance	152,771		(28,235)	
Beg fund balance	2,321,501		2,058,984	
End fund balance	\$ 2,474,272		\$ 2,030,749	
Student Activity (Special Rev)				
End fund balance	\$ 6,152,280		\$ 6,548,752	
Self Insurance Fund				
Change in net position	\$ 2,284,989		\$ 3,666,821	
Beg net position	4,447,290		6,494,703	
End net position	\$ 6,732,279		\$ 10,161,524	

FUND ACCOUNTING

The District uses funds to report its financial position and changes in financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into three categories: governmental, proprietary, and fiduciary. Each category, in turn, is divided into separate “fund types”.

Governmental funds are used to account for all or most of a government’s general activities, including the servicing of long-term debt (debt service fund), the construction of new schools or renovation of existing buildings (capital projects funds), and the collection and disbursement of earmarked funds (special revenue funds). The District’s governmental funds consist of the following: *General Fund*; *Colorado Preschool Program Fund* and *Risk Management Fund*, both sub-funds of the General Fund; *Bond Redemption Fund*; *Building Fund*; *Capital Reserve Capital Projects Fund*; and five special revenue funds, including the *Government Designated-Purpose Grants Fund*.

Proprietary Funds focus on the determination of the changes in net assets, financial position, and cash flows and are classified as either enterprise or internal service. Enterprise funds may be used to account for any activity for which a fee is charged to external users for goods or services. The District does not have an enterprise fund. Internal service funds account for the financing of services provided by one department to other departments of the District on a cost reimbursement basis. The District’s only internal service fund is the *Self Insurance Fund*.

Fiduciary Funds’ reporting focuses on net assets and changes in net assets. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. The District no longer has fiduciary funds.

GOVERNMENTAL FUNDS

General Fund

The General Fund is the District's general operating fund and is used to account for all financial transactions except those required to be accounted for in another fund. Major revenue sources include local property taxes, specific ownership taxes, and State of Colorado equalization funding, as determined by the School Finance Act of 1994, as amended. Expenditures include all costs associated with the daily operation of the schools, except for programs funded by grants from federal and state governments, school construction, certain capital outlay expenditures, debt service, food service operations, extracurricular athletic and other pupil activities, and insurance transactions.

The Colorado Preschool Program Fund is reported as a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to pay the costs of providing preschool services directly to qualified at-risk children enrolled in the District's preschool program pursuant to C.R.S. 22-28-102.

The Risk Management Fund is also a sub-fund of the General Fund. Moneys allocated to this fund from the General Fund are used to account for the payment of loss or damage to the property of the District, workers' compensation, property and liability claims, and the payment of related administration expenses.

St. Vrain Valley School District RE-1J

General Fund (10)

Balance Sheet (Unaudited)

As of March 31,

	<u>2019</u>	<u>2020</u>
Assets		
Cash and investments	\$ 102,984,830	\$ 99,948,073
Accounts receivable	23,321	21,194
Taxes receivable	86,241,184	114,813,065 A
Deposits	150	150
Prepaid items	426,677	211,200
Inventories	969,795	1,204,434
Total assets	<u>\$ 190,645,957</u>	<u>\$ 216,198,116</u>
Liabilities		
Retainage payable	\$ 1,874	\$ -
Accrued salaries and benefits	8,890,397	9,996,907 B
Payroll withholdings	8,925,889	9,590,946
Deferred revenues	86,392,995	114,931,674 A
Total liabilities	<u>104,211,155</u>	<u>134,519,527</u>
Deferred inflows of resources		
Unavailable property tax revenue	<u>-</u>	<u>-</u>
Fund balances		
Nonspendable: deposits, prepaids, inventories	1,396,622	1,415,784
Restricted: TABOR	9,886,636	10,482,766
Restricted: special federal contract	3,177,133	3,127,149
Committed: contingency	6,591,091	6,988,511
Committed: BOE allocations	10,577,852	11,713,574
Assigned: Mill Levy Override	44,396,663	43,730,072
Assigned: current year obligations	10,354,915	4,220,733
Unassigned	53,890	-
Total fund balance	<u>86,434,802</u>	<u>81,678,589</u>
Total liabilities, deferred inflows, and fund balance	<u>\$ 190,645,957</u>	<u>\$ 216,198,116</u>

Footnote

- A On January 1, when property taxes are levied, the District records property taxes receivable and a corresponding deferred revenue. As taxes are collected, the District reduces the receivable and deferred revenue and records the tax revenue.
- B The District is accruing salaries and benefits of employees whose contracts run from Aug 1 to Jul 31. The accrual rate is 1/11 of the contract amount per month. As of June 30, the District will have accrued the full amount of salaries and benefits payable.

St. Vrain Valley School District RE-1J

General Fund (10)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Local				
3 Property taxes	\$ 33,075,148	\$ 38,440,499	\$ 5,365,351	16.22%
4 Specific ownership taxes	8,609,010	8,910,040	301,030	3.50%
5 Mill levy override	18,275,591	19,951,489	1,675,898	9.17%
6 Investment income	1,790,256	1,612,501	(177,755)	-9.93%
7 Charges for service	4,980,961	2,646,683	(2,334,278)	-46.86%
8 Miscellaneous	5,616,243	3,150,756	(2,465,487)	-43.90%
9 Total local revenues	<u>72,347,209</u>	<u>74,711,968</u>	<u>2,364,759</u>	3.27%
10 State				
11 Equalization, net	98,754,146	106,601,175	7,847,029	7.95%
12 Special Education	5,899,394	7,932,522	2,033,128	34.46%
13 Vocational Education	652,192	432,951	(219,241)	-33.62%
14 Transportation	2,047,297	2,075,404	28,107	1.37%
15 Gifted and Talented	182,675	308,571	125,896	68.92%
16 English Language Proficiency Act	1,650,202	1,655,609	5,407	0.33%
17 BEST grant	-	1,145,883	1,145,883	N/A
18 PERA: State on Behalf Payment	-	-	-	N/A
19 Other state sources	1,332,595	1,829,071	496,476	37.26%
20 Total state revenues	<u>110,518,501</u>	<u>121,981,186</u>	<u>11,462,685</u>	10.37%
21 Federal				
22 BOCES	11,243	3,476	(7,767)	-69.08%
23 Build America Bond Rebates	714,010	716,293	2,283	0.32%
24 Other federal sources	1,499,273	1,911,058	411,785	27.47%
25 Total federal revenues	<u>2,224,526</u>	<u>2,630,827</u>	<u>406,301</u>	18.26%
26 Total revenues	<u>185,090,236</u>	<u>199,323,981</u>	<u>14,233,745</u>	7.69%
27 Expenditures				
28 Salaries	127,225,122	138,894,432	11,669,310	9.17%
29 Benefits	42,737,496	47,178,246	4,440,750	10.39%
30 Purchased services	10,183,381	11,609,262	1,425,881	14.00%
31 Supplies and materials	11,282,030	11,955,977	673,947	5.97%
32 Other	640,766	583,971	(56,795)	-8.86%
33 Allocation to charter schools	19,067,123	20,899,176	1,832,053	9.61%
34 Capital outlay	3,383,153	1,459,998	(1,923,155)	-56.85%
35 Debt service	812,362	813,708	1,346	0.17%
36 Total expenditures	<u>215,331,433</u>	<u>233,394,770</u>	<u>18,063,337</u>	8.39%
37 Excess (deficiency) of revenues				
38 over (under) expenditures	(30,241,197)	(34,070,789)	(3,829,592)	-12.66%
39 Other Financing Sources (Uses)				
40 Capital lease	2,743,210	11,573	(2,731,637)	-99.58%
41 Transfer - other funds	-	(596,060)	(596,060)	N/A
42 Net change in fund balance	(27,497,987)	(34,655,276)	(7,157,289)	-26.03%
43 Fund balance, beginning	<u>113,932,789</u>	<u>116,333,865</u>	<u>2,401,076</u>	2.11%
44 Fund balance, ending	<u>\$ 86,434,802</u>	<u>\$ 81,678,589</u>	<u>\$ (4,756,213)</u>	-5.50%

St. Vrain Valley School District RE-1J

General Fund (10)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 87,995,288	\$ 33,075,148	\$ (54,920,140)	37.59%
4 Specific ownership taxes	11,500,000	8,609,010	(2,890,990)	74.86%
5 Mil levy override	46,049,037	18,275,591	(27,773,446)	39.69%
6 Investment income	2,000,000	1,790,256	(209,744)	89.51%
7 Charges for service	6,657,935	4,980,961	(1,676,974)	74.81%
8 Miscellaneous	5,203,959	5,616,243	412,284	107.92%
9 Total local revenues	<u>159,406,219</u>	<u>72,347,209</u>	<u>(87,059,010)</u>	45.39%
10 State				
11 Equalization, net	132,106,310	98,754,146	(33,352,164)	74.75%
12 Special Education	6,446,548	5,899,394	(547,154)	91.51%
13 Vocational Education	1,303,749	652,192	(651,557)	50.02%
14 Transportation	2,047,297	2,047,297	-	100.00%
15 Gifted and Talented	304,458	182,675	(121,783)	60.00%
16 English Language Proficiency Act	1,650,202	1,650,202	-	100.00%
17 BEST grant	250,000	-	(250,000)	0.00%
18 PERA: State on Behalf Payment	-	-	-	N/A
19 Other state sources	1,342,402	1,332,595	(9,807)	99.27%
20 Total state revenues	<u>145,450,966</u>	<u>110,518,501</u>	<u>(34,932,465)</u>	75.98%
21 Federal				
22 BOCES	25,000	11,243	(13,757)	44.97%
23 Build America Bond Rebates	1,428,020	714,010	(714,010)	50.00%
24 Other federal sources	1,442,989	1,499,273	56,284	103.90%
25 Total federal revenues	<u>2,896,009</u>	<u>2,224,526</u>	<u>(671,483)</u>	76.81%
26 Total revenues	<u>307,753,194</u>	<u>185,090,236</u>	<u>(122,662,958)</u>	60.14%
27 Expenditures				
28 Salaries	178,852,737	127,225,122	51,627,615	71.13%
29 Benefits	59,888,442	42,737,496	17,150,946	71.36%
30 Purchased services	14,568,670	10,183,381	4,385,289	69.90%
31 Supplies and materials	26,062,803	11,282,030	14,780,773	43.29%
32 Other	2,424,764	640,766	1,783,998	26.43%
33 Allocation to charter schools	27,453,462	19,067,123	8,386,339	69.45%
34 Capital outlay	3,326,910	3,383,153	(56,243)	101.69%
35 Debt service	4,153,888	812,362	3,341,526	19.56%
36 Total expenditures	<u>316,731,676</u>	<u>215,331,433</u>	<u>101,400,243</u>	67.99%
37 Excess (deficiency) of revenues				
38 over (under) expenditures	(8,978,482)	(30,241,197)	(21,262,715)	
39 Other Financing Sources (Uses)				
40 Capital lease	2,743,210	2,743,210	-	100.00%
41 Transfer - other funds	-	-	-	N/A
42 Net change in fund balance	(6,235,272)	(27,497,987)	(21,262,715)	
43 Fund balance, beginning	113,932,789	113,932,789	-	
44 Fund balance, ending	<u>\$ 107,697,517</u>	<u>\$ 86,434,802</u>	<u>\$ (21,262,715)</u>	
45 Expected year-end fund balance as percentage				
46 of annual expenditure budget	<u>34.00%</u>			

St. Vrain Valley School District RE-1J

General Fund (10)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Local				
3 Property taxes	\$ 111,063,650	\$ 38,440,499	\$ (72,623,151)	34.61%
4 Specific ownership taxes	12,000,000	8,910,040	(3,089,960)	74.25%
5 Mil levy override	56,755,906	19,951,489	(36,804,417)	35.15%
6 Investment income	2,900,000	1,612,501	(1,287,499)	55.60%
7 Charges for service	4,637,935	2,646,683	(1,991,252)	57.07%
8 Miscellaneous	4,331,181	3,150,756	(1,180,425)	72.75%
9 Total local revenues	<u>191,688,672</u>	<u>74,711,968</u>	<u>(116,976,704)</u>	38.98%
10 State				
11 Equalization, net	137,897,121	106,601,175	(31,295,946)	77.30%
12 Special Education	7,832,142	7,932,522	100,380	101.28%
13 Vocational Education	875,028	432,951	(442,077)	49.48%
14 Transportation	2,020,380	2,075,404	55,024	102.72%
15 Gifted and Talented	308,571	308,571	-	100.00%
16 English Language Proficiency Act	1,655,609	1,655,609	-	100.00%
17 BEST grant	2,006,103	1,145,883	(860,220)	57.12%
18 PERA: State on Behalf Payment	4,700,000	-	(4,700,000)	0.00%
19 Other state sources	1,975,120	1,829,071	(146,049)	92.61%
20 Total state revenues	<u>159,270,074</u>	<u>121,981,186</u>	<u>(37,288,888)</u>	76.59%
21 Federal				
22 BOCES	10,000	3,476	(6,524)	34.76%
23 Build America Bond Rebates	1,432,587	716,293	(716,294)	50.00%
24 Other federal sources	1,943,538	1,911,058	(32,480)	98.33%
25 Total federal revenues	<u>3,386,125</u>	<u>2,630,827</u>	<u>(755,298)</u>	77.69%
26 Total revenues	<u>354,344,871</u>	<u>199,323,981</u>	<u>(155,020,890)</u>	56.25%
27 Expenditures				
28 Salaries	196,557,091	138,894,432	57,662,659	70.66%
29 Benefits	70,967,155	47,178,246	23,788,909	66.48%
30 Purchased services	15,905,256	11,609,262	4,295,994	72.99%
31 Supplies and materials	26,548,974	11,955,977	14,592,997	45.03%
32 Other	1,636,287	583,971	1,052,316	35.69%
33 Allocation to charter schools	30,697,249	20,899,176	9,798,073	68.08%
34 Capital outlay	3,464,932	1,459,998	2,004,934	42.14%
35 Debt service	4,153,888	813,708	3,340,180	19.59%
36 Total expenditures	<u>349,930,832</u>	<u>233,394,770</u>	<u>116,536,062</u>	66.70%
37 Excess (deficiency) of revenues				
38 over (under) expenditures	4,414,039	(34,070,789)	(38,484,828)	
39 Other Financing Sources (Uses)				
40 Capital lease	-	11,573	11,573	N/A
41 Transfer - other funds	<u>(596,060)</u>	<u>(596,060)</u>	<u>-</u>	100.00%
42 Net change in fund balance	3,817,979	(34,655,276)	(38,473,255)	
43 Fund balance, beginning	116,333,865	116,333,865	-	
44 Fund balance, ending	<u>\$ 120,151,844</u>	<u>\$ 81,678,589</u>	<u>\$ (38,473,255)</u>	
45 Expected year-end fund balance as percentage				
46 of annual expenditure budget	<u>34.34%</u>			

St. Vrain Valley School District RE-1J
Colorado Preschool Program Fund (19)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund, net	\$ 1,653,862	\$ 1,274,861	\$ (379,001)	77.08%
Investment income	10,000	13,059	3,059	130.59%
Miscellaneous	-	-	-	N/A
Total revenues	<u>1,663,862</u>	<u>1,287,920</u>	<u>(375,942)</u>	77.41%
Expenditures				
Salaries	197,040	145,615	51,425	73.90%
Benefits	57,611	45,049	12,562	78.20%
Purchased services	1,180,050	1,126,621	53,429	95.47%
Supplies and materials	73,765	72,849	916	98.76%
Other	26,405	26,600	(195)	100.74%
Capital outlay	250,000	-	250,000	0.00%
Total expenditures	<u>1,784,871</u>	<u>1,416,734</u>	<u>368,137</u>	79.37%
Excess (deficiency) of revenues over (under) expenditures	(121,009)	(128,814)	(7,805)	
Fund balance, beginning	<u>666,704</u>	<u>666,704</u>	<u>-</u>	
Fund balance, ending	<u>\$ 545,695</u>	<u>\$ 537,890</u>	<u>\$ (7,805)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>30.57%</u>			

St. Vrain Valley School District RE-1J

Colorado Preschool Program Fund (19)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General Fund, net	\$ 2,056,904	\$ 1,542,678	\$ (514,226)	75.00%
Investment income	19,000	11,020	(7,980)	58.00%
Miscellaneous	-	5,673	5,673	N/A
Total revenues	<u>2,075,904</u>	<u>1,559,371</u>	<u>(516,533)</u>	75.12%
Expenditures				
Salaries	209,771	155,192	54,579	73.98%
Benefits	66,230	48,509	17,721	73.24%
Purchased services	1,373,350	1,459,158	(85,808)	106.25%
Supplies and materials	91,500	81,771	9,729	89.37%
Other	27,600	23,580	4,020	85.43%
Capital outlay	550,000	-	550,000	0.00%
Total expenditures	<u>2,318,451</u>	<u>1,768,210</u>	<u>550,241</u>	76.27%
Excess (deficiency) of revenues over (under) expenditures	(242,547)	(208,839)	33,708	
Fund balance, beginning	<u>800,737</u>	<u>800,737</u>	<u>-</u>	
Fund balance, ending	<u>\$ 558,190</u>	<u>\$ 591,898</u>	<u>\$ 33,708</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>24.08%</u>			

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St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 93,901	\$ 100,310	\$ 6,409	6.83%
Allocation from General Fund	3,085,418	2,804,528	(280,890)	-9.10%
Miscellaneous	17,044	5,311	(11,733)	-68.84%
Total revenues	<u>3,196,363</u>	<u>2,910,149</u>	<u>(286,214)</u>	-8.95%
Expenditures				
Salaries	194,211	235,017	40,806	21.01%
Benefits	60,697	71,257	10,560	17.40%
Purchased services				
Professional services	196,735	249,088	52,353	26.61%
Self insurance pools	1,431,960	2,119,825	687,865	48.04%
Claims paid	348,239	613,021	264,782	76.03%
Supplies	38,560	47,950	9,390	24.35%
Other	4,003	8,502	4,499	112.39%
Capital outlay	-	-	-	N/A
Total expenses	<u>2,274,405</u>	<u>3,344,660</u>	<u>1,070,255</u>	47.06%
Excess (deficiency) of revenues over (under) expenditures	921,958	(434,511)	(1,356,469)	-147.13%
Fund balance, beginning	<u>5,966,417</u>	<u>7,114,340</u>	<u>1,147,923</u>	19.24%
Fund balance, ending	<u>\$ 6,888,375</u>	<u>\$ 6,679,829</u>	<u>\$ (208,546)</u>	-3.03%

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 80,000	\$ 93,901	\$ 13,901	117.38%
Allocation from General Fund	4,113,891	3,085,418	(1,028,473)	75.00%
Miscellaneous	25,000	17,044	(7,956)	68.18%
Total revenues	<u>4,218,891</u>	<u>3,196,363</u>	<u>(1,022,528)</u>	75.76%
Expenditures				
Salaries	272,870	194,211	78,659	71.17%
Benefits	86,196	60,697	25,499	70.42%
Purchased services	2,062,370	1,628,695	433,675	78.97%
Claims paid	1,632,000	348,239	1,283,761	21.34%
Supplies	113,835	38,560	75,275	33.87%
Other	50,620	4,003	46,617	7.91%
Capital outlay	1,000	-	1,000	0.00%
Total expenses	<u>4,218,891</u>	<u>2,274,405</u>	<u>1,944,486</u>	53.91%
Excess (deficiency) of revenues over (under) expenditures	-	921,958	921,958	
Fund balance, beginning	<u>5,966,417</u>	<u>5,966,417</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,966,417</u>	<u>\$ 6,888,375</u>	<u>\$ 921,958</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>141.42%</u>			

St. Vrain Valley School District RE-1J

Risk Management Fund (18)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 146,000	\$ 100,310	\$ (45,690)	68.71%
Allocation from General Fund	3,739,370	2,804,528	(934,842)	75.00%
Miscellaneous	50,000	5,311	(44,689)	10.62%
Total revenues	<u>3,935,370</u>	<u>2,910,149</u>	<u>(1,025,221)</u>	73.95%
Expenditures				
Salaries	330,721	235,017	95,704	71.06%
Benefits	104,719	71,257	33,462	68.05%
Purchased services	3,638,700	2,368,913	1,269,787	65.10%
Claims paid	1,632,000	613,021	1,018,979	37.56%
Supplies	132,685	47,950	84,735	36.14%
Other	50,500	8,502	41,998	16.84%
Capital outlay	-	-	-	N/A
Total expenses	<u>5,889,325</u>	<u>3,344,660</u>	<u>2,544,665</u>	56.79%
Excess (deficiency) of revenues over (under) expenditures	(1,953,955)	(434,511)	1,519,444	
Fund balance, beginning	<u>7,114,340</u>	<u>7,114,340</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,160,385</u>	<u>\$ 6,679,829</u>	<u>\$ 1,519,444</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>87.62%</u>			

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GOVERNMENTAL FUNDS

Major Governmental Funds

The Bond Redemption Fund is a debt service fund. It is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The fund's primary revenue source is local property taxes levied specifically for debt service.

The Building Fund is a capital projects fund that is used to account for the proceeds of bond sales and expenditures for capital outlay for land, buildings, improvements of grounds, construction of buildings, additions or remodeling of buildings or initial, additional and replacement of equipment.

Nonmajor Governmental Fund

The Capital Reserve Capital Projects Fund is used to account for revenue allocations from the General Fund and other revenues allocated to or earned in this fund, and the expenditures for the ongoing capital needs of the District, such as acquisition of land, building additions and improvements, and equipment purchases where the estimated unit cost is in excess of \$1,000.

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 59,467,000	\$ 23,181,462	\$ (36,285,538)	38.98%
Investment income	500,000	751,903	251,903	150.38%
Total revenues	<u>59,967,000</u>	<u>23,933,365</u>	<u>(36,033,635)</u>	39.91%
Expenditures				
Debt principal	42,730,000	42,730,000	-	100.00%
Debt interest - Dec 15 & June 15	26,106,920	13,098,956	13,007,964	50.17%
Fiscal charges	20,000	12,145	7,855	60.73%
Total expenditures	<u>68,856,920</u>	<u>55,841,101</u>	<u>13,015,819</u>	81.10%
Excess (deficiency) of revenues over (under) expenditures	(8,889,920)	(31,907,736)	(23,017,816)	
Fund balance, beginning	<u>62,572,848</u>	<u>62,572,848</u>	<u>-</u>	
Fund balance, ending	<u>\$ 53,682,928</u>	<u>\$ 30,665,112</u>	<u>\$ (23,017,816)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>77.96%</u>			

St. Vrain Valley School District RE-1J

Bond Redemption Fund (31)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Property taxes	\$ 73,294,052	\$ 25,742,902	\$ (47,551,150)	35.12%
Investment income	1,200,000	577,656	(622,344)	48.14%
Total revenues	<u>74,494,052</u>	<u>26,320,558</u>	<u>(48,173,494)</u>	35.33%
Expenditures				
Debt principal	33,775,000	33,775,000	-	100.00%
Debt interest - Dec 15 & June 15	25,208,839	13,007,963	12,200,876	51.60%
Fiscal charges	21,000	11,100	9,900	52.86%
Total expenditures	<u>59,004,839</u>	<u>46,794,063</u>	<u>12,210,776</u>	79.31%
Excess (deficiency) of revenues over (under) expenditures	15,489,213	(20,473,505)	(35,962,718)	
Fund balance, beginning	<u>52,775,237</u>	<u>52,775,237</u>	<u>-</u>	
Fund balance, ending	<u>\$ 68,264,450</u>	<u>\$ 32,301,732</u>	<u>\$ (35,962,718)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>115.69%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 2,400,000	\$ 2,319,192	\$ (80,808)	96.63%
Miscellaneous	5,000	18,543	13,543	370.86%
Total revenues	<u>2,405,000</u>	<u>2,337,735</u>	<u>(67,265)</u>	97.20%
Expenditures				
Salaries	550,000	341,298	208,702	62.05%
Benefits	175,000	101,696	73,304	58.11%
Purchased services	12,450,518	9,367,067	3,083,451	75.23%
Construction projects	125,000,000	24,210,769	100,789,231	19.37%
Other	<u>6,000</u>	<u>2,590</u>	<u>3,410</u>	43.17%
Total expenditures	<u>138,181,518</u>	<u>34,023,420</u>	<u>104,158,098</u>	24.62%
Excess (deficiency) of revenues over (under) expenditures	(135,776,518)	(31,685,685)	104,090,833	
Other Financing Sources (Uses)				
Issuance of bonds	60,340,000	60,340,000	-	100.00%
Premium on bonds issued	<u>3,415,401</u>	<u>3,415,401</u>	<u>-</u>	100.00%
Total other financing sources (uses)	<u>63,755,401</u>	<u>63,755,401</u>	<u>-</u>	100.00%
Net change in fund balance	(72,021,117)	32,069,716	104,090,833	
Fund balance, beginning	<u>101,441,315</u>	<u>101,441,315</u>	<u>-</u>	
Fund balance, ending	<u>\$ 29,420,198</u>	<u>\$ 133,511,031</u>	<u>\$ 104,090,833</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>21.29%</u>			

St. Vrain Valley School District RE-1J

Building Fund (41)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 2,600,000	1,658,262	\$ (941,738)	63.78%
Miscellaneous	610,000	605,713	(4,287)	99.30%
Total revenues	<u>3,210,000</u>	<u>2,263,975</u>	<u>(946,025)</u>	70.53%
Expenditures				
Salaries	580,000	422,844	157,156	72.90%
Benefits	180,000	132,305	47,695	73.50%
Purchased services	14,000,000	4,300,131	9,699,869	30.72%
Construction projects	70,000,000	24,114,534	45,885,466	34.45%
Other	<u>6,000</u>	<u>2,970</u>	<u>3,030</u>	49.50%
Total expenditures	<u>84,766,000</u>	<u>28,975,423</u>	<u>55,790,577</u>	34.18%
Excess (deficiency) of revenues over (under) expenditures	(81,556,000)	(26,711,448)	54,844,552	
Other Financing Sources (Uses)				
Issuance of bonds	-	-	-	N/A
Premium on bonds issued	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Net change in fund balance	(81,556,000)	(26,711,448)	54,844,552	
Fund balance, beginning	<u>125,398,159</u>	<u>125,398,159</u>	<u>-</u>	
Fund balance, ending	<u>\$ 43,842,159</u>	<u>\$ 98,686,711</u>	<u>\$ 54,844,552</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>51.72%</u>			

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St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Allocation from General, CPP Funds	\$ 8,469,894	\$ 4,560,616	\$ (3,909,278)	-46.15%
Investment income	139,019	150,875	11,856	8.53%
Miscellaneous	213,675	186,848	(26,827)	-12.56%
Total revenues	<u>8,822,588</u>	<u>4,898,339</u>	<u>(3,924,249)</u>	-44.48%
Expenditures				
Capital projects	<u>4,743,722</u>	<u>5,391,962</u>	<u>648,240</u>	13.67%
Total expenditures	<u>4,743,722</u>	<u>5,391,962</u>	<u>648,240</u>	13.67%
Excess (deficiency) of revenues over (under) expenditures	4,078,866	(493,623)	(4,572,489)	-112.10%
Other Financing Sources (Uses)				
Transfer from other funds	<u>-</u>	<u>371,060</u>	<u>371,060</u>	N/A
Net change in fund balance	4,078,866	(122,563)	(4,201,429)	-103.00%
Fund balance, beginning	<u>7,714,189</u>	<u>9,305,415</u>	<u>1,591,226</u>	20.63%
Fund balance, ending	<u>\$ 11,793,055</u>	<u>\$ 9,182,852</u>	<u>\$ (2,610,203)</u>	-22.13%

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Prior Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General, CPP Funds	\$ 9,910,361	\$ 8,469,894	\$ (1,440,467)	85.47%
Investment income	165,000	139,019	(25,981)	84.25%
Miscellaneous	<u>75,000</u>	<u>213,675</u>	<u>138,675</u>	284.90%
Total revenues	<u>10,150,361</u>	<u>8,822,588</u>	<u>(1,327,773)</u>	86.92%
Expenditures				
Capital projects	<u>9,960,000</u>	<u>4,743,722</u>	<u>5,216,278</u>	47.63%
Total expenditures	<u>9,960,000</u>	<u>4,743,722</u>	<u>5,216,278</u>	47.63%
Excess (deficiency) of revenues over (under) expenditures	190,361	4,078,866	3,888,505	
Other Financing Sources (Uses)				
Transfer from other funds	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Net change in fund balance	190,361	4,078,866	3,888,505	
Fund balance, beginning	<u>7,714,189</u>	<u>7,714,189</u>	<u>-</u>	
Fund balance, ending	<u>\$ 7,904,550</u>	<u>\$ 11,793,055</u>	<u>\$ 3,888,505</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>79.36%</u>			

St. Vrain Valley School District RE-1J
Capital Reserve Capital Projects Fund (43)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Allocation from General, CPP Funds	\$ 6,080,821	\$ 4,560,616	\$ (1,520,205)	75.00%
Investment income	220,000	150,875	(69,125)	68.58%
Miscellaneous	191,677	186,848	(4,829)	97.48%
Total revenues	<u>6,492,498</u>	<u>4,898,339</u>	<u>(1,594,159)</u>	75.45%
Expenditures				
Capital projects	<u>10,044,106</u>	<u>5,391,962</u>	<u>4,652,144</u>	53.68%
Total expenditures	<u>10,044,106</u>	<u>5,391,962</u>	<u>4,652,144</u>	53.68%
Excess (deficiency) of revenues over (under) expenditures	(3,551,608)	(493,623)	3,057,985	
Other Financing Sources (Uses)				
Transfer from other funds	<u>371,060</u>	<u>371,060</u>	<u>-</u>	100.00%
Net change in fund balance	(3,180,548)	(122,563)	3,057,985	
Fund balance, beginning	<u>9,305,415</u>	<u>9,305,415</u>	<u>-</u>	
Fund balance, ending	<u>\$ 6,124,867</u>	<u>\$ 9,182,852</u>	<u>\$ 3,057,985</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>60.98%</u>			

GOVERNMENTAL FUNDS

Special Revenue Funds

The Community Education Fund is used to record the tuition-based activities including summer school, Pre-K child care, K-5 child care, and enrichment, as well as facility use rental income and community grants and awards.

In accordance with intergovernmental agreements, the Fair Contributions Fund is used to collect money for the acquisition, development, or expansion of public school sites based on impacts created by residential subdivisions.

The Governmental Designated-Purpose Grants Fund is used to account for restricted state and federal grants including, but not limited to, Title I Part A – Improving the Academic Achievement of the Disadvantaged and Individuals with Disabilities Education Act (IDEA Part B).

The Nutrition Services Fund accounts for the food service operations of the District. Nutrition Services provides quality, nutritious and well balanced meals to students throughout District schools.

The Student Activity Fund is used to record financial transactions related to school sponsored pupil intrascholastic and interscholastic athletic and other related activities. Revenues of this fund are primarily from student fees, gate receipts, and gifts.

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Year-to-Date Actual to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 66,268	\$ 55,920	\$ (10,348)	-15.62%
Charges for services				
A Drivers Education Program	247,703	(998)	(248,701)	-100.40%
B Summer School Program	42,637	33,445	(9,192)	-21.56%
Community School Programs				
C Pre-K Child Care	568,785	561,988	(6,797)	-1.20%
D K-5 Child Care	2,805,702	2,872,943	67,241	2.40%
E Enrichment	451,239	424,484	(26,755)	-5.93%
F C/S Central Office	162,325	115,707	(46,618)	-28.72%
Facility Use				
G School Bldgs' Share	49,175	55,305	6,130	12.47%
H Central Office Share	262,817	222,879	(39,938)	-15.20%
I Community Grants & Awards	459,105	589,852	130,747	28.48%
J Other Programs	90,416	102,639	12,223	13.52%
Total revenues	<u>5,206,172</u>	<u>5,034,164</u>	<u>(172,008)</u>	-3.30%
Expenditures				
A Drivers Education Program	326,829	104,486	(222,343)	-68.03%
B Summer School Program	40,039	72,219	32,180	80.37%
Community School Programs				
C Pre-K Child Care	497,721	497,095	(626)	-0.13%
D K-5 Child Care	2,166,163	2,268,261	102,098	4.71%
E Enrichment	320,602	329,413	8,811	2.75%
F C/S Central Office	569,471	625,257	55,786	9.80%
Facility Use				
G School Bldgs' Share	39,047	46,808	7,761	19.88%
H Central Office Share	633,541	252,921	(380,620)	-60.08%
I Community Grants & Awards	170,305	355,745	185,440	108.89%
J Other Programs	184,044	204,634	20,590	11.19%
Total expenditures	<u>4,947,762</u>	<u>4,756,839</u>	<u>(190,923)</u>	-3.86%
Excess (deficiency) of revenues over (under) expenditures	258,410	277,325	18,915	7.32%
Other Financing Sources (Uses)				
Transfer-General Fund (Fd 10)	-	450,000	450,000	N/A
Transfer-Student Act (Fd 23), net	5,022	(34,463)	(39,485)	-786.24%
Net change in fund balance	263,432	692,862	429,430	163.01%
Fund balance, beginning	<u>3,328,369</u>	<u>3,445,670</u>	<u>117,301</u>	3.52%
Fund balance, ending	<u>\$ 3,591,801</u>	<u>\$ 4,138,532</u>	<u>\$ 546,731</u>	15.22%

St. Vrain Valley School District RE-1J

Community Education Fund (27)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 80,000	\$ 66,268	\$ (13,732)	82.84%
Charges for services	7,214,000	5,139,904	(2,074,096)	71.25%
Total revenues	7,294,000	5,206,172	(2,087,828)	71.38%
Expenditures				
Instruction	5,150,000	3,500,587	1,649,413	67.97%
Support services	1,850,000	1,412,109	437,891	76.33%
Capital outlay	100,000	35,066	64,934	35.07%
Total expenditures	7,100,000	4,947,762	2,152,238	69.69%
Excess (deficiency) of revenues over (under) expenditures	194,000	258,410	64,410	
Other Financing Sources (Uses)				
Transfer-General Fund (Fd 10)	-	-	-	N/A
Transfer-Student Act (Fd 23), net	-	5,022	5,022	N/A
Net change in fund balance	194,000	263,432	69,432	
Fund balance, beginning	3,328,369	3,328,369	-	
Fund balance, ending	\$ 3,522,369	\$ 3,591,801	\$ 69,432	
Expected year-end fund balance as percentage of annual expenditure budget	49.61%			

St. Vrain Valley School District RE-1J
Community Education Fund (27)
Current Year Budget to Actual (Unaudited)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 86,000	\$ 55,920	\$ (30,080)	65.02%
Charges for services	7,014,000	4,978,244	(2,035,756)	70.98%
Total revenues	7,100,000	5,034,164	(2,065,836)	70.90%
Expenditures				
Instruction	4,916,918	3,392,449	1,524,469	69.00%
Support services	2,383,082	1,328,843	1,054,239	55.76%
Capital outlay	100,000	35,547	64,453	35.55%
Total expenditures	7,400,000	4,756,839	2,643,161	64.28%
Excess (deficiency) of revenues over (under) expenditures	(300,000)	277,325	577,325	
Other Financing Sources (Uses)				
Transfer-General Fund (Fd 10)	450,000	450,000	-	100.00%
Transfer-Student Act (Fd 23), net	(42,000)	(34,463)	7,537	82.05%
Net change in fund balance	108,000	692,862	584,862	
Fund balance, beginning	3,445,670	3,445,670	-	
Fund balance, ending	\$ 3,553,670	\$ 4,138,532	\$ 584,862	
Expected year-end fund balance as percentage of annual expenditure budget	48.02%			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 75,000	\$ 111,238	\$ 36,238	148.32%
Cash in lieu	<u>2,100,000</u>	<u>1,997,097</u>	<u>(102,903)</u>	95.10%
Total revenues	<u>2,175,000</u>	<u>2,108,335</u>	<u>(66,665)</u>	96.93%
Expenditures				
Purchased services	500,000	3,550	496,450	0.71%
Capital outlay	<u>2,000,000</u>	<u>159,630</u>	<u>1,840,370</u>	7.98%
Total expenditures	<u>2,500,000</u>	<u>163,180</u>	<u>2,336,820</u>	6.53%
Excess (deficiency) of revenues over (under) expenditures	(325,000)	1,945,155	2,270,155	
Fund balance, beginning	<u>5,378,716</u>	<u>5,378,716</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,053,716</u>	<u>\$ 7,323,871</u>	<u>\$ 2,270,155</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>202.15%</u>			

St. Vrain Valley School District RE-1J

Fair Contributions Fund (29)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 150,000	\$ 100,795	\$ (49,205)	67.20%
Cash in lieu	<u>2,500,000</u>	<u>923,210</u>	<u>(1,576,790)</u>	36.93%
Total revenues	<u>2,650,000</u>	<u>1,024,005</u>	<u>(1,625,995)</u>	38.64%
Expenditures				
Purchased services	500,000	7,200	492,800	1.44%
Capital outlay	<u>1,600,000</u>	<u>834,413</u>	<u>765,587</u>	52.15%
Total expenditures	<u>2,100,000</u>	<u>841,613</u>	<u>1,258,387</u>	40.08%
Excess (deficiency) of revenues over (under) expenditures	550,000	182,392	(367,608)	
Fund balance, beginning	<u>7,591,821</u>	<u>7,591,821</u>	<u>-</u>	
Fund balance, ending	<u>\$ 8,141,821</u>	<u>\$ 7,774,213</u>	<u>\$ (367,608)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>387.71%</u>			

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St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
State grants	\$ 659,719	\$ 1,765,407	\$ 1,105,688	167.60%
Federal grants	2,467,006	3,490,748	1,023,742	41.50%
Total revenues	<u>3,126,725</u>	<u>5,256,155</u>	<u>2,129,430</u>	68.10%
Expenditures				
Salaries	4,012,131	4,568,009	555,878	13.85%
Benefits	1,350,242	1,588,045	237,803	17.61%
Purchased services	355,651	471,693	116,042	32.63%
Supplies and materials	272,719	562,446	289,727	106.24%
Other	25,367	16,079	(9,288)	-36.61%
Capital outlay	51,013	14,500	(36,513)	-71.58%
Total expenditures	<u>6,067,123</u>	<u>7,220,772</u>	<u>1,153,649</u>	19.01%
Excess (deficiency) of revenues over (under) expenditures	(2,940,398)	(1,964,617)	975,781	33.19%
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Fund (deficit), ending	<u>\$ (2,940,398)</u>	<u>\$ (1,964,617)</u>	<u>\$ 975,781</u>	33.19%

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
State grants	\$ 807,477	\$ 659,719	\$ (147,758)	81.70%
Federal grants	11,489,962	2,467,006	(9,022,956)	21.47%
Total revenues	<u>12,297,439</u>	<u>3,126,725</u>	<u>(9,170,714)</u>	25.43%
Expenditures				
Salaries	6,317,231	4,012,131	2,305,100	63.51%
Benefits	2,162,686	1,350,242	812,444	62.43%
Purchased services	701,218	355,651	345,567	50.72%
Supplies and materials	2,253,946	272,719	1,981,227	12.10%
Other	824,799	25,367	799,432	3.08%
Capital outlay	37,559	51,013	(13,454)	135.82%
Total expenditures	<u>12,297,439</u>	<u>6,067,123</u>	<u>6,230,316</u>	49.34%
Excess (deficiency) of revenues over (under) expenditures	-	(2,940,398)	(2,940,398)	
Fund balance, beginning	-	-	-	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (2,940,398)</u>	<u>\$ (2,940,398)</u>	
Expected year-end fund (deficit) as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J

Governmental Designated-Purpose Grants Fund (22)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
State grants	\$ 2,303,255	\$ 1,765,407	\$ (537,848)	76.65%
Federal grants	<u>11,775,660</u>	<u>3,490,748</u>	<u>(8,284,912)</u>	29.64%
Total revenues	<u>14,078,915</u>	<u>5,256,155</u>	<u>(8,822,760)</u>	37.33%
Expenditures				
Salaries	6,476,980	4,568,009	1,908,971	70.53%
Benefits	2,439,271	1,588,045	851,226	65.10%
Purchased services	1,234,654	471,693	762,961	38.20%
Supplies and materials	3,038,661	562,446	2,476,215	18.51%
Other	889,349	16,079	873,270	1.81%
Capital outlay	<u>-</u>	<u>14,500</u>	<u>(14,500)</u>	N/A
Total expenditures	<u>14,078,915</u>	<u>7,220,772</u>	<u>6,858,143</u>	51.29%
Excess (deficiency) of revenues over (under) expenditures	-	(1,964,617)	(1,964,617)	
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	
Fund balance (deficit), ending	<u>\$ -</u>	<u>\$ (1,964,617)</u>	<u>\$ (1,964,617)</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>0.00%</u>			

St. Vrain Valley School District RE-1J
Nutrition Services Fund (21)
Statement of Fund Net Position (Unaudited)
As of March 31,

	<u>2019</u>	<u>2020</u>
Assets		
Cash and investments	\$ 969,947	\$ 1,092,291
Accounts receivable	322	761
Grants receivable	941,009	269,410 A
Inventories	<u>674,359</u>	<u>809,190</u>
Total assets	<u><u>\$ 2,585,637</u></u>	<u><u>\$ 2,171,652</u></u>
Liabilities		
Accrued salaries and benefits	<u>\$ 111,365</u>	<u>\$ 140,903</u>
Total liabilities	<u>111,365</u>	<u>140,903</u>
Fund balance		
Nonspendable: inventories	674,359	809,190
Restricted	<u>1,799,913</u>	<u>1,221,559</u>
Total fund balance	<u>2,474,272</u>	<u>2,030,749</u>
Total liabilities and fund balance	<u><u>\$ 2,585,637</u></u>	<u><u>\$ 2,171,652</u></u>

Footnote

- A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
1 Revenues				
2 Investment income	\$ 18,827	\$ 15,887	\$ (2,940)	-15.62%
3 Charges for service	3,137,175	3,407,728	270,553	8.62%
4 Miscellaneous	31,994	46,002	14,008	43.78%
5 State match	171,860	182,545	10,685	6.22% A
6 Commodities entitlement	530,115	555,200	25,085	4.73%
7 Nat'l School Lunch/Breakfast Pgm	3,870,049	3,818,135	(51,914)	-1.34% A
8 Total revenues	<u>7,760,020</u>	<u>8,025,497</u>	<u>265,477</u>	3.42%
9				
10 Expenditures				
11 Salaries	2,696,107	2,928,810	232,703	8.63%
12 Benefits	1,103,749	1,232,175	128,426	11.64%
13 Purchased services	38,217	88,877	50,660	132.56%
14 Supplies and materials	3,748,649	3,789,669	41,020	1.09%
15 Capital outlay	16,247	8,210	(8,037)	-49.47%
16 Other	4,280	5,991	1,711	39.98%
17 Total expenditures	<u>7,607,249</u>	<u>8,053,732</u>	<u>446,483</u>	5.87%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	152,771	(28,235)	(181,006)	-118.48%
21				
22 Fund balance, beginning	<u>2,321,501</u>	<u>2,058,984</u>	<u>(262,517)</u>	-11.31%
23				
24 Fund balance, ending	<u>\$ 2,474,272</u>	<u>\$ 2,030,749</u>	<u>\$ (443,523)</u>	-17.93%

Footnote

- A The State match and National School Lunch/Breakfast program revenues have been adjusted to reflect reimbursements requested but not yet received by period end.

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 23,000	\$ 18,827	\$ (4,173)	81.86%
3 Charges for service	3,967,438	3,137,175	(830,263)	79.07%
4 Miscellaneous	60,000	31,994	(28,006)	53.32%
5 State match	198,594	171,860	(26,734)	86.54%
6 Commodities entitlement	666,806	530,115	(136,691)	79.50%
7 Nat'l School Lunch/Breakfast Pgm	5,091,558	3,870,049	(1,221,509)	76.01%
8 Total revenues	<u>10,007,396</u>	<u>7,760,020</u>	<u>(2,247,376)</u>	77.54%
9				
10 Expenditures				
11 Salaries	3,623,672	2,696,107	927,565	74.40%
12 Benefits	1,446,006	1,103,749	342,257	76.33%
13 Purchased services	135,000	38,217	96,783	28.31%
14 Supplies and materials	4,882,806	3,748,649	1,134,157	76.77%
15 Capital outlay	35,000	16,247	18,753	46.42%
16 Other	100,000	4,280	95,720	4.28%
17 Total expenditures	<u>10,222,484</u>	<u>7,607,249</u>	<u>2,615,235</u>	74.42%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(215,088)	152,771	367,859	
21				
22 Fund balance, beginning	<u>2,321,501</u>	<u>2,321,501</u>	<u>-</u>	
23				
24 Fund balance, ending	<u>\$ 2,106,413</u>	<u>\$ 2,474,272</u>	<u>\$ 367,859</u>	
25				
26 Expected year-end fund balance as percentage				
27 of annual expenditure budget	<u>20.61%</u>			

St. Vrain Valley School District RE-1J

Nutrition Services Fund (21)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
1 Revenues				
2 Investment income	\$ 24,000	\$ 15,887	\$ (8,113)	66.20%
3 Charges for service	4,588,000	3,407,728	(1,180,272)	74.27%
4 Miscellaneous	60,000	46,002	(13,998)	76.67%
5 State match	199,500	182,545	(16,955)	91.50%
6 Commodities entitlement	670,000	555,200	(114,800)	82.87%
7 Nat'l School Lunch/Breakfast Pgm	5,049,000	3,818,135	(1,230,865)	75.62%
8 Total revenues	<u>10,590,500</u>	<u>8,025,497</u>	<u>(2,565,003)</u>	75.78%
9				
10 Expenditures				
11 Salaries	3,940,800	2,928,810	1,011,990	74.32%
12 Benefits	1,734,300	1,232,175	502,125	71.05%
13 Purchased services	108,000	88,877	19,123	82.29%
14 Supplies and materials	5,121,600	3,789,669	1,331,931	73.99%
15 Capital outlay	35,000	8,210	26,790	23.46%
16 Other	100,000	5,991	94,009	5.99%
17 Total expenditures	<u>11,039,700</u>	<u>8,053,732</u>	<u>2,985,968</u>	72.95%
18				
19 Excess (deficiency) of revenues				
20 over (under) expenditures	(449,200)	(28,235)	420,965	
21				
22 Fund balance, beginning	<u>2,058,984</u>	<u>2,058,984</u>	<u>-</u>	
23				
24 Fund balance, ending	<u>\$ 1,609,784</u>	<u>\$ 2,030,749</u>	<u>\$ 420,965</u>	
25				
26 Expected year-end fund balance as percentage				
27 of annual expenditure budget	<u>14.58%</u>			

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St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 95,565	\$ 87,570	\$ (7,995)	-8.37%
Athletic activities	2,226,758	2,488,762	262,004	11.77%
Pupil activities	2,761,402	3,026,439	265,037	9.60%
PTO/Gift activities	569,371	546,041	(23,330)	-4.10%
Total revenues	5,653,096	6,148,812	495,716	8.77%
Expenditures				
Athletic activities	2,249,394	2,085,594	(163,800)	-7.28%
Pupil activities	2,001,698	2,314,092	312,394	15.61%
PTO/Gift activities	478,772	523,110	44,338	9.26%
Total expenditures	4,729,864	4,922,796	192,932	4.08%
Excess (deficiency) of revenues over (under) expenditures	923,232	1,226,016	302,784	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27), net	(5,022)	34,463	39,485	-786.24%
Transfer - Capital Reserve (Fund 43)	-	(225,000)	(225,000)	N/A
Total other financing sources (uses)	(5,022)	(190,537)	(185,515)	-3694.05%
Net change in fund balance	918,210	1,035,479	117,269	
Fund balance, beginning	5,234,070	5,513,273	279,203	
Fund balance, ending	\$ 6,152,280	\$ 6,548,752	\$ 396,472	

St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 100,000	\$ 95,565	\$ (4,435)	95.57%
Athletic activities	2,800,000	2,226,758	(573,242)	79.53%
Pupil activities	4,000,000	2,761,402	(1,238,598)	69.04%
PTO/Gift activities	640,000	569,371	(70,629)	88.96%
Total revenues	<u>7,540,000</u>	<u>5,653,096</u>	<u>(1,886,904)</u>	74.97%
Expenditures				
Athletic activities	2,600,000	2,249,394	350,606	86.52%
Pupil activities	3,800,000	2,001,698	1,798,302	52.68%
PTO/Gift activities	800,000	478,772	321,228	59.85%
Total expenditures	<u>7,200,000</u>	<u>4,729,864</u>	<u>2,470,136</u>	65.69%
Excess (deficiency) of revenues over (under) expenditures	340,000	923,232	583,232	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27), net	-	(5,022)	(5,022)	N/A
Transfer - Capital Reserve (Fund 43)	-	-	-	N/A
Total other financing sources (uses)	-	(5,022)	(5,022)	N/A
Net change in fund balance	340,000	918,210	578,210	
Fund balance, beginning	<u>5,234,070</u>	<u>5,234,070</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,574,070</u>	<u>\$ 6,152,280</u>	<u>\$ 578,210</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>77.42%</u>			

St. Vrain Valley School District RE-1J

Student Activity (Special Revenue) Fund (23)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 128,000	\$ 87,570	\$ (40,430)	68.41%
Athletic activities	2,900,000	2,488,762	(411,238)	85.82%
Pupil activities	3,800,000	3,026,439	(773,561)	79.64%
PTO/Gift activities	940,000	546,041	(393,959)	58.09%
Total revenues	<u>7,768,000</u>	<u>6,148,812</u>	<u>(1,619,188)</u>	79.16%
Expenditures				
Athletic activities	3,300,000	2,085,594	1,214,406	63.20%
Pupil activities	3,800,000	2,314,092	1,485,908	60.90%
PTO/Gift activities	900,000	523,110	376,890	58.12%
Total expenditures	<u>8,000,000</u>	<u>4,922,796</u>	<u>3,077,204</u>	61.53%
Excess (deficiency) of revenues over (under) expenditures	(232,000)	1,226,016	1,458,016	
Other Financing Sources (Uses)				
Transfer - Comm'y Educ (Fund 27), net	42,000	34,463	(7,537)	82.05%
Transfer - Capital Reserve (Fund 43)	(225,000)	(225,000)	-	100.00%
Total other financing sources (uses)	<u>(183,000)</u>	<u>(190,537)</u>	<u>(7,537)</u>	104.12%
Net change in fund balance	(415,000)	1,035,479	1,450,479	
Fund balance, beginning	<u>5,513,273</u>	<u>5,513,273</u>	<u>-</u>	
Fund balance, ending	<u>\$ 5,098,273</u>	<u>\$ 6,548,752</u>	<u>\$ 1,450,479</u>	
Expected year-end fund balance as percentage of annual expenditure budget	<u>63.73%</u>			

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PROPRIETARY FUNDS

Internal Service Fund

The District's only internal service fund is the Self Insurance Fund which accounts for the financial transactions related to the dental and healthcare plans. The fund collects premiums and pays claims for medical and dental plan benefits.

St. Vrain Valley School District RE-1J
Self Insurance Fund (65)
Statement of Fund Net Position (Unaudited)
As of March 31,

	<u>2019</u>	<u>2020</u>
Assets		
Current assets		
Cash and investments	\$ 4,688,273	\$ 7,934,115
Accounts receivable	92	92
Prepaid expenses	-	-
Total current assets	<u>4,688,365</u>	<u>7,934,207</u>
Noncurrent assets		
Restricted cash and cash equivalents	<u>3,759,914</u>	<u>3,840,317</u>
Total assets	<u>8,448,279</u>	<u>11,774,524</u>
Liabilities		
Claims payable	<u>1,716,000</u>	<u>1,613,000</u> A
Total liabilities	<u>1,716,000</u>	<u>1,613,000</u>
Net Position		
Restricted for contractual obligations	3,759,914	3,840,317
Unrestricted	<u>2,972,365</u>	<u>6,321,207</u>
Total net position	<u>\$ 6,732,279</u>	<u>\$ 10,161,524</u>

Footnote

- A Claims payable represents the approximate amount incurred but not paid or incurred but not reported as of the prior fiscal year end (6/30) and is adjusted annually.

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Year-to-Date Actual to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1 to March 31

	FY19 July - March Actual	FY20 July - March Actual	Dollar Variance	Percent Variance
Revenues				
Investment income	\$ 97,188	\$ 83,674	\$ (13,514)	-13.91%
Miscellaneous	-	77,460	77,460	N/A
Employee benefit premiums	15,468,973	17,608,766	2,139,793	13.83%
Total revenues	15,566,161	17,769,900	2,203,739	14.16%
Expenses				
Salaries	139,508	131,224	(8,284)	-5.94%
Benefits	41,433	41,542	109	0.26%
Purchased services	1,920,557	2,336,142	415,585	21.64%
Supplies and materials	-	-	-	N/A
Other	531,426	598,543	67,117	12.63%
Claims paid	10,648,248	10,995,628	347,380	3.26%
Total expenses	13,281,172	14,103,079	821,907	6.19%
Change in net position	2,284,989	3,666,821	1,381,832	60.47%
Net position, beginning	4,447,290	6,494,703	2,047,413	46.04%
Net position, ending	\$ 6,732,279	\$ 10,161,524	\$ 3,429,245	50.94%

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Prior Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2018 to March 31, 2019

	FY19 Amended Budget	FY19 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 100,000	\$ 97,188	\$ (2,812)	97.19%
Miscellaneous	50,000	-	(50,000)	0.00%
Employee benefit premiums	<u>21,075,000</u>	<u>15,468,973</u>	<u>(5,606,027)</u>	73.40%
Total revenues	<u>21,225,000</u>	<u>15,566,161</u>	<u>(5,658,839)</u>	73.34%
Expenses				
Salaries	190,000	139,508	50,492	73.43%
Benefits	55,000	41,433	13,567	75.33%
Purchased services	2,669,000	1,920,557	748,443	71.96%
Supplies and materials	5,000	-	5,000	0.00%
Other	875,000	531,426	343,574	60.73%
Claims paid	<u>16,632,000</u>	<u>10,648,248</u>	<u>5,983,752</u>	64.02%
Total expenses	<u>20,426,000</u>	<u>13,281,172</u>	<u>7,144,828</u>	65.02%
Change in fund net position	799,000	2,284,989	1,485,989	
Fund net position, beginning	<u>4,447,290</u>	<u>4,447,290</u>	<u>-</u>	
Fund net position, ending	<u>\$ 5,246,290</u>	<u>\$ 6,732,279</u>	<u>\$ 1,485,989</u>	
Expected year-end net position as percentage of annual deduction budget	<u>25.68%</u>			

St. Vrain Valley School District RE-1J

Self Insurance Fund (65)

Current Year Budget to Actual (Unaudited)

Statement of Revenues, Expenses, and Changes in Fund Net Position

For the period July 1, 2019 to March 31, 2020

	FY20 Amended Budget	FY20 July - March Actual	Balance Remaining	% of Actual to Budget
Revenues				
Investment income	\$ 120,000	\$ 83,674	\$ (36,326)	69.73%
Miscellaneous	10,000	77,460	67,460	774.60%
Employee benefit premiums	23,571,000	17,608,766	(5,962,234)	74.71%
Total revenues	23,701,000	17,769,900	(5,931,100)	74.98%
Expenses				
Salaries	205,200	131,224	73,976	63.95%
Benefits	60,480	41,542	18,938	68.69%
Purchased services	3,652,480	2,336,142	1,316,338	63.96%
Supplies and materials	5,400	-	5,400	0.00%
Other	820,000	598,543	221,457	72.99%
Claims paid	18,791,136	10,995,628	7,795,508	58.51%
Total expenses	23,534,696	14,103,079	9,431,617	59.92%
Change in fund net position	166,304	3,666,821	3,500,517	
Fund net position, beginning	6,494,703	6,494,703	-	
Fund net position, ending	\$ 6,661,007	\$ 10,161,524	\$ 3,500,517	
Expected year-end net position as percentage of annual deduction budget	28.30%			

INVESTMENT REPORT

St. Vrain Valley School District RE-1J
Monthly Investment Report
At March 31, 2020

Fund	Colotrust	UMB	Total	Annualized Percent	Current Month Interest
General	\$ 89,268,442		\$ 89,268,442	1.25	\$ 98,224
Risk Management	\$ 6,793,610		\$ 6,793,610	1.25	8,405
Colorado Preschool	\$ 746,355		\$ 746,355	1.25	923
Nutrition Service	\$ 1,075,972		\$ 1,075,972	1.25	1,331
Student Activity Spec Revenue	\$ 5,930,761		\$ 5,930,761	1.25	7,338
Community School	\$ 3,787,251		\$ 3,787,251	1.25	4,686
Fair Contributions	\$ 6,826,478		\$ 6,826,478	1.25	8,446
UMB Bond		\$ 31,264,989	\$ 31,264,989	NRA	25,407
Building 2016	\$ 39,887,930		\$ 39,887,930	1.25	49,491
Building 2018	\$ 56,363,618		\$ 56,363,618	1.25	69,735
Building Total			\$ 96,251,548		119,226
Capital Reserve	\$ 9,539,564		\$ 9,539,564	1.25	11,803
Health Insurance Trust	\$ 3,840,317		\$ 3,840,317	1.25	4,751
Minimum Liability	\$ 3,715,716		\$ 3,715,716	1.25	3,782
Self Insurance Total			\$ 7,556,032		8,534
Total	\$ 227,776,013	\$ 31,264,989	\$ 259,041,003		\$ 294,322



MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 2 to the Construction Manager/General Contractor Contract for Sanborn Elementary Renovation Project
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order 2 for \$220,403 to Construction Manager/General Contractor (CMGC) contract with Krische Construction, Inc., for the Sanborn Elementary Renovation Project for a \$635,940 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 Change Order includes expanding the parking lot by 15 spaces, resurfacing the lot and upgrading the site drainage.

The construction budget for the project has been established at \$669,005, 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.

Original Agreement Amount	\$ 400,293.00
Previous change orders	\$ 15,244.00
Current change order	\$ 220,403.00
Total changes (previous + current)	\$ 235,647.00
New contract amount	\$ 635,940.00

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Amendment to Construction Manager/General Contractor (CMGC) Contract for Erie Middle School Bond project
Strategic Priorities - Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the Amendment to the Construction Manager/General Contractor (CMGC) contract with FCI Constructors, Inc., for the Erie Middle School Bond project for a maximum amount of \$168,680, and an initial contract amount of \$165,566. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and change orders up to the approved amount referenced above in accordance with Board of Education policy.

BACKGROUND

The CMGC review committee reviewed responses to RFQ 2017-027 for Construction Manager/General Contractor services. FCI Constructors, Inc. was selected as the most qualified for the project based on past performance within the District and performance of the phase 1 Bond work at Erie Middle School.

The project includes new site fencing, site drainage improvements, and various building preservation items.

The project is funded under the 2016 Bond program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Amendment to Construction Manager/General Contractor (CMGC) Contract for Frederick High School Addition 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 the Amendment to the Construction Manager/General Contractor (CMGC) contract with JHL Constructors, Inc., for the Frederick High School Addition project for a maximum amount of \$6,866,000, and an initial contract amount of \$6,759,678. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and change orders up to the approved amount referenced above in accordance with Board of Education policy.

BACKGROUND

The CMGC review committee reviewed responses to RFQ 2017-027 for Construction Manager/General Contractor services. JHL Constructors, Inc., was selected as the most qualified for the project based on their experience within the District and interview performance.

The project includes a 14,750 square foot addition, parking expansion, various site improvements, and interior renovations.

The project is funded under the 2016 Bond program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Amendment to the Construction Manager/General Contractor (CMGC) Contract for the Altona Middle 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 the Amendment to the Construction Manager/General Contractor (CMGC) contract with Haselden Construction LLC for the Altona Middle School Renovation Project for a maximum amount of \$395,000, and an initial contract amount of \$364,500. 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

The CMGC review committee reviewed responses to RFQ 2017-027 for CMGC services. Haselden Construction LLC was selected as the most qualified for this project based on the team presented and their experience.

This Amendment includes a classroom renovation and site work to enhance student safety.

Funding for this project was planned for in the 2016 Bond program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Assistant Principal/Athletic Director for Frederick High School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Ty Gordon as the Assistant Principal/Athletic Director for Frederick High School, effective July 1, 2020.

BACKGROUND

Mr. Gordon graduated from Metropolitan State University of Denver with a Bachelors degree in Human Performance and Sport. He continued his education at the University of Northern Colorado where he completed his Masters degree in Educational Leadership.

For the past four years, Mr. Gordon has been the Assistant Principal and Athletic Director at Brighton High School where he led the development of district curricular framework for physical education and health as well as supported the implementation of the building UIP. From 2013 to 2016, Mr. Gordon served as the Dean of Students and Athletic Director for Otho E. Stuart Middle School in Brighton. Prior to that, he served as a Physical Education and Health Teacher at Otho E. Stuart Middle School from 2009 to 2013.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Assistant Principal for Longmont High School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ms. Anne Atherton as the Assistant Principal for Longmont High School, effective July 1, 2020.

BACKGROUND

Ms. Atherton graduated from the University of Northern Colorado with a Bachelors degree in Biology with an emphasis in Secondary Education and a minor in Chemistry. She continued her education at the University of Colorado where she completed her Masters degree in Multicultural Education with an emphasis in English as a Second Language. Ms. Atherton also completed the Principal Licensure Program at the University of Colorado.

For the past six years, Ms. Atherton has been the eLearning Coordinator at St. Vrain Valley Schools where she created and developed St. Vrain Valley Schools' Blended Learning Model and professional development around Blending Learning in the District. From 2003 to 2015, Ms. Atherton served as a Science Teacher at Longmont High School. During her time as a Science Teacher, she also served as an eCredit Teacher from 2012 to 2014.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Executive Director for Human Resources
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Ty Valentine as the Executive Director for Human Resources, effective July 1, 2020.

BACKGROUND

Mr. Valentine graduated from the University of Northern Colorado with a Bachelors degree in Music Education with a minor in Math Education. He continued his education at the University of Colorado where he completed his Masters degree in Administration, Leadership, and Policy Studies with Principal Licensure.

For the past three years, Mr. Valentine has been the Director of Human Resources at Cherry Creek School District where he oversaw 44 elementary schools and instituted the district's first job fair. From 2013 to 2017, Mr. Valentine served as a Director of Human Resources at Fountain-Fort Carson School District. Prior to that, he served as a Director of Human Resources from 2008 to 2013 and as a Principal from 2004 to 2008 in Cañon City School District. Mr. Valentine has also served as a Principal in Rocky Ford School District from 2000 to 2004 and as a teacher in Kiowa County School District RE-1 from 1995 to 2000.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Request to Grant an Exception to Board Policy GBEA – Staff Ethics/Conflict of Interest – Timothy McIntire
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education allow an exception to the current Board Policy GBEA – Staff Ethics/Conflict of Interest. This exception would enable Timothy McIntire to provide athletic equipment and supplies to schools within the District.

BACKGROUND

Board Policy GBEA – Staff Ethics/Conflict of Interest, states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the school district or its schools or staff goods or services of any kind without the express prior written consent of the Board of Education."

Timothy McIntire previously served as both an assistant and head coach with Longmont High School's track program from 1990-2014. He is also a track equipment-stock and distributor for UCS track equipment. Mr. McIntire has used his position as a distributor to provide greater discounts to the District and has not used his relationship with St. Vrain to greater benefit of the District nor for himself. He has provided these goods and services for at least the past six years, working within the District's Board Policies related to procurement. He was recently hired to be an assistant track coach at Lyons Middle/Senior High School. Due to his current standing as a District employee, he is requesting a waiver from Board Policy GBEA, so that he can continue to provide his goods and services to the St. Vrain Valley School District.

The administration recommends approval of this exception.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Security Cameras
Strategic Priorities – Districtwide Safety and Security, Student and Staff
Well-Being, Strong District Finances

RECOMMENDATION

That the Board of Education approve the contract award for the purchase of Avigilon security cameras and mounts for Erie High School, Mead High School and Silver Creek High School to HSS, Inc, for a total contract value of \$127,103. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education policy.

BACKGROUND

The security cameras at Erie High, Mead High and Silver Creek High Schools are outdated and provide minimal coverage. Staff is installing updated cameras that will provide much better coverage for enhanced security.

Pricing was established through a cooperative procurement agreement with Jefferson County School District. HSS, Inc., was selected as being the most qualified vendor adhering to District standards.

This project is funded through District safety and security budget sources.

GoodsandServices_v. 10 4 2019
Contract No: _____ Bid NO 25247
Contractor Name: HSS



CONTRACT FOR GOODS AND SERVICES

SERVICES RELATE TO THE PURCHASE OF GOODS

—COVER AND SIGNATURE PAGE—

SUPPLIER: HSS, Inc. 990 S. Broadway, Suite 100 Denver CO 80209 Notice to be sent to the attention of: _____	DISTRICT: JEFFERSON COUNTY SCHOOL DISTRICT R-1 1829 Denver West Dr., Bldg. 27 Golden, CO 80401 Notice to be sent to the attention of: Betty Standley, Director of Purchasing
FEDERAL FUNDING Check if Yes <input type="checkbox"/> (if yes, attach Supplement 2) DATA SECURITY AND PROTECTION Check if Yes <input type="checkbox"/> (if yes, attach Supplement 1)	INITIAL CONTRACT TERM END DATE (check as applicable) <input type="checkbox"/> June 30 of the current Fiscal Year <input type="checkbox"/> June 30 of Fiscal Year ending: _____ <input type="checkbox"/> On and including the following date: _____ <input checked="" type="checkbox"/> 12 calendar months from the Effective Date.
GOODS DELIVERY DATE: <input type="checkbox"/> _____ <input checked="" type="checkbox"/> Multiple or various dates (as described in the Contract)	DESCRIPTION: Goods to be purchased: Services to be performed:
CONTRACT AMOUNT: <input checked="" type="checkbox"/> Not to exceed \$3,000,000.00 for all Goods and Services: <input type="checkbox"/> In any Fiscal Year <input type="checkbox"/> In any Contract Term <input checked="" type="checkbox"/> For the total Contract	<input type="checkbox"/> Not to exceed \$ _____ for all Goods: <input type="checkbox"/> In any Fiscal Year <input type="checkbox"/> In any Contract Year <input type="checkbox"/> For the total Contract <input type="checkbox"/> Not to exceed \$ _____ for all Services: <input type="checkbox"/> In any Fiscal Year <input type="checkbox"/> In any Contract Term <input type="checkbox"/> For the total Contract


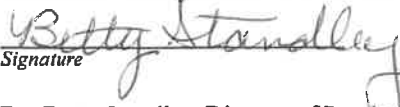
Signatures

The Parties agree to the terms and conditions set forth herein by signing below. Individuals signing on behalf of each Party represent and warrant that they are authorized to execute this Contract on behalf of the Party for which they are signing.

GoodsandServices_v. 10 4 2019

Contract No: Bid NO

Contractor Name:

<u>SUPPLIER:</u> HSS, Inc.  <i>Signature</i> By: <u>Bryan Jones</u> <i>Name and Title of Person Signing for Supplier</i> <u>2/11</u> , 2020 <i>Date of Supplier Representative Signature</i>	<u>DISTRICT:</u> Jefferson County School District R-1  <i>Signature</i> By: <u>Betty Standley, Director of Purchasing</u> <i>Name and Title of Person Signing</i> <u>2/12</u> , 2020 <i>Date of District Representative Signature</i>
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EFFECTIVE DATE: The Effective Date of the Agreement is the date of signature of the last Party to sign.

The District and the Supplier, both identified on the above Cover and Signature Page, for sufficient and valuable consideration, are entering into this Contract as of the Effective Date listed on the Cover and Signature Page. By having signed on the Cover and Signature Page, the District and the Supplier agree to the terms and conditions of this Contract.

BACKGROUND

The District solicited proposals, bids or quotes for the goods and related services described in this Contract. The Supplier responded. The District selected the Supplier's response in accordance with law and District policies.

CONTRACT TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used throughout the Contract and any Contract Document, that are not otherwise capitalized because of English grammar rules have the meaning given to them either when first defined or in the Contract section titled **Definitions**.
2. **Solicitation and Procurement.** The District solicited for the Goods in accordance with applicable law and District policies using the method checked below. The Solicitation Documents include the records created from this solicitation, are business documents of the District, and are incorporated herein.
 - 2.1. ☐ Invitation for Bid (IFB) No. _____
 - 2.2. ☒ Request for Proposal (RFP) No. 25247_
 - 2.3. ☐ Request for Quote No. _____
 - 2.4. ☐ Cooperative Agreement or Price Agreement: *Name of cooperative entity:* _____
Agreement number or other identifier: _____
 - 2.5. ☐ Sole Source
 - 2.6. ☐ Other under District Policy DJB or DJE
3. **Orders of Goods.** The Supplier shall deliver to the District the Goods described in **EXHIBIT A – Goods and Services**. The District may issue a Purchase Order or Purchase Orders to initiate specific deliveries from time to time. Each PO will specify, at a minimum, the nature, type and quantity of Goods, delivery specifications, and pricing. The PO, when referring to this Contract, or the Solicitation Documents, or all, shall become incorporated into and made a part of this Contract. POs become a part of the Contract as of the date issued, and Solicitation Documents become part of the Contract as of the Effective Date. The Supplier shall deliver the Goods strictly in accordance with the specifications and rates and price set forth in the Solicitation Documents and each PO. Each shipment of the Goods received is subject to the terms of this Contract, notwithstanding any inconsistent or conflicting terms and conditions that may be contained in Supplier Forms.
4. **Provision of Services.** The Supplier shall provide the Services described in **EXHIBIT A – Goods and Services**. To authorize the start of performance, the District may issue and send to the Service Provider a PO.
5. **Delivery.** Delivery shall be as set forth in **EXHIBIT A – Goods and Services** or the Solicitation Documents. If there is no delivery specification in either **EXHIBIT A – Goods and Services** or the Solicitation Documents, delivery shall be FOB Destination. The District is relying on the promised delivery date or dates, installation, or other performance set forth in **EXHIBIT A – Goods and Services** or the Solicitation Documents, as material and basic to District's acceptance. If the Supplier fails to deliver as and when promised, the District, in its sole discretion, may (i) cancel the PO, or any part thereof, without prejudice to its other rights, or (ii) return all or part of any shipment made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver as promised. Time is of the essence.
6. **Quality and Standards.**

6.1. Goods. All Goods delivered under the Contract shall strictly conform to **EXHIBIT A – Goods and Services** and the Solicitation Documents and shall be of the quality specified. The District will accept no deviation or substitution unless the District consents in writing before such deviation or substitution is made. In the event no quality is specified, the Goods shall be at least equal to the standards of the industry relevant to the Goods. The District will determine in its sole discretion what constitutes equals with regard to quality and price. The District may conduct such tests and inspections as it deems necessary to assure Supplier's compliance with the terms of the Contract. All Goods delivered shall be newly manufactured and the current model, unless otherwise specified in the Solicitation Documents or any PO.

6.2. Services. The Supplier shall perform all Services as specified and in accordance with the highest standards of care and skills in the Service Provider's industry, trade, or profession. The Supplier shall have and, while the Contract is in effect, maintain all professional and other licenses, certifications, and permits required for and shall comply with all legal and regulatory requirements for performance under the Contract. All Materials shall be part of and not in addition to the prices, fees and Contract Maximum Amount (if any) payable under the Contract. The Supplier shall be liable for damage to or destruction of Materials.

7. Safety Information and Recovered Materials. All chemicals, equipment and Materials proposed or used in the satisfaction of the terms of the Contract shall conform to the standards and requirements of the Occupational Safety and Health Act of 1970. The Supplier shall furnish all Material Safety Data Sheets ("*MSDS*") for any regulated chemicals, equipment or hazardous materials at the time of delivery. The Supplier shall comply with §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, concerning procurement of items for contracts above a certain dollar amount with the highest percentage of recovered Materials practicable, consistent with maintaining a satisfactory level of competition, and other requirements, as set forth in Environmental Protection Agency regulations at 40 CFR Part 247.

8. Contract Price and Payment.

8.1. Contract Price. The Supplier shall deliver the Goods and provide the Services for the prices and rates, for the fee, or for such pricing and compensation set forth in **EXHIBIT A – Goods and Services**. Amounts are due and payable in accordance with the provisions of **EXHIBIT A – Goods and Services**. If there is a maximum amount identified on the **Cover and Signature Page**, then the total amount payable under the Contract shall not exceed that amount.

8.2. Federal Funding. If the box after "Federal Funding" is checked on the **Cover and Signature Page**, the Contract has been funded, in whole or in part, with federal funds, and **Supplement 2 – Federal Funding Provisions** is attached hereto and incorporated herein. The Supplier shall then comply with all applicable provisions of **Supplement 2 – Federal Funding Provisions**. The Supplier also certifies that, to the best of its knowledge and belief, the Supplier, its principals, and its Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as listed on System for Award Management (SAM) at <https://www.sam.gov/>

8.3. Invoicing. The Supplier shall send invoices to the District to obtain payment. Invoices shall be in form and substance as acceptable to the District. At a minimum, invoices shall describe the type and quantity of Goods delivered and Services performed, and the dates when delivery and performance occurred.

8.4. Payment. The District will pay amounts properly due and payable on accepted invoices, if the District has accepted the Goods and Services covered by the invoice as in accordance with this Contract. The District may not be able to pay invoices submitted outside of the Fiscal Year in which Goods are delivered, or any grace period thereafter that the District may provide. **EXHIBIT A – Goods and Services** may set forth additional payment terms.

8.5. Unearned and Erroneous Payments. If the District prepaid for any Goods or Services, and

the Contract ends for any reason before the District had received all the Goods and Services for which the District has paid, the Supplier shall refund all unearned amounts. The Supplier shall refund any erroneous payments it may receive.

9. Term and Renewal.

9.1. Initial Contract Term. The Contract is in effect for an Initial Term from the Effective Date through the date specified as the Initial Contract End Date on the **Cover and Signature Page**. The Contract may be renewed or terminated in accordance with the terms of the Contract.

9.2. Renewal by Contract. The District and the Supplier may renew the Contract for up to 4 additional, successive Renewal Terms of up to 12 months each. The total of all Contract Terms, including the Initial Contract Term and any Renewal Terms, shall not exceed 5 years. To enter into a Renewal Term, the parties may execute a Contract to Renew in the form substantially equivalent to **Exhibit B – Sample Contract to Renew** attached hereto and incorporated herein. The first executed Contract to Renew shall be labeled **Exhibit B.1**. Each subsequently executed Contract to Renew shall be labeled **Exhibit B.2, B.3, and B.4**, and shall become a part of and be governed by the Contract. If the Solicitation Documents specify a process for price changes or other changes over the period of time for which the solicitation was issued, those specifications shall continue to be part of each Renewal Term, except to the extent the Parties agree otherwise in any Contract to Renew.

10. **Quantities.** The District is not obligated to order any specific amounts, volumes, or quantities of the Goods or Services, or any Goods or Services at all, except as specifically stated in **EXHIBIT A – Goods and Services**.

11. **Uniform Commercial Code and Warranties of Goods.** The CUCC applies to the Contract. The warranties contained in the Solicitation Documents shall apply. In addition, all provisions and remedies of the CUCC relating to implied and express warranties are incorporated herein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

12. Insurance of Supplier.

12.1. Requirement to Maintain Insurance. The Supplier shall maintain at all times, while the Contract is in effect, including during any warranty period, policies of insurance to cover liability, claims, demands, and other obligations of the Supplier under the Contract with the applicable minimum coverages described below. Failure to insure as required under the Contract is a material Event of Default. The Supplier shall continuously maintain all policies to cover liability, claims, demands, and other obligations of the Supplier under the Contract.

12.2. Subrogation Waiver and Additional Insured. Where available, policies shall contain waivers of subrogation in favor of the District, and shall list the District, its officers, board members, and employees as additional insured.

12.3. Carrier Requirements. All insurance carriers shall have an AM Best rating of A-VIII or better.

12.4. Certificates of Insurance. The Supplier shall provide certificates of insurance to the District no later than 10 calendar days after the Effective Date. Certificates of insurance evidencing that the insurance required under the Contract is in effect shall be in form and content as the District approves. The District's receipt, review or acceptance of any insurance policies or certificates of insurance is not a waiver of and does not relieve the Supplier from its obligation to meet the insurance requirements.

12.5. Modification. Any modification, variance, or waiver of these requirements is only valid if the District's Director of Risk Management or designee approves it in writing in advance.

12.6. Subcontractor Insurance Requirements. The Supplier shall require all of its agents and Subcontractors to also comply with these insurance requirements.

12.7. Deductibles. The Supplier shall assume all financial responsibility deductibles and self-insured

retentions that may be contained in any insurance policy.

12.8. Required Coverage. The Supplier shall maintain coverage at the following minimum coverage limits:

12.8.1. Commercial General Liability insurance, including coverage for product liability and completed operations, with limits of USD \$2,000,000 per occurrence. The policy shall be primary insurance and non-contributory in relation to any insurance the District, its officers, board members, or employees may carry. The policy shall include the District, its officers, board members, and employees as additional insured. The policy shall contain a subrogation waiver in favor of the District.

12.8.2. Statutory Workers' Compensation coverage and Employer's Liability insurance with limits of not less than USD \$100,000 per accident, USD \$100,000 disease each employee, and USD \$500,000 accident/disease policy limit, including occupational disease provisions for all employees per statutory requirements. The Supplier shall also require each Subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the Subcontractors' employees, and to the extent not furnished; the Supplier accepts full liability and responsibility for Subcontractors' employee Workers' Compensation benefits.

12.9. Additional Coverage. The Supplier shall also maintain the following policies where checked:

12.9.1. ☐ Commercial Auto Liability insurance, including hired and non-owned auto, and including coverage for all power mobile equipment used by the Supplier on District property, with limits of USD \$2,000,000, per occurrence combined single limit. The policy shall be primary insurance, and any insurance the District, its officers, board members, or employees carry or are provided through any insurance pool shall be excess and not contributory insurance to that provided by the Supplier. The policy shall include the District, its officers, board members, and employees as additional insured.

12.9.2. ☐ Professional Liability insurance with limits of \$2,000,000 USD per claim. In case of any "Claims Made" policy, the Service Provider shall maintain or purchase the necessary retroactive dates and extended reporting periods to maintain such continuous coverage. Extended reporting period durations for such "Claims Made" coverage shall be carried for a period of no less than 2 years after the termination or expiration of the Agreement, or as the District may specify in writing.

12.9.3. ☐ Cybersecurity Technology Errors and Omissions/Professional Liability insurance, including Network Security and Privacy Liability Insurance acceptable to the District, with limits of \$500,000 USD if the Contract Price is \$500,000 or less, and with limits of \$5,000,000 USD if the Contract Price is more than \$500,000 USD, providing coverage against technological failure, cyber theft, data breach and theft, hacking, ransomware and other attacks, network liability, liability arising from computer virus, and related risks and damage. If **Supplement 1 – Data Protection Addendum** is made effective under the Contract, the insurance requirements listed in there also apply.

12.9.4. ☐ Employee Dishonesty Liability and Commercial Crime Insurance with coverage limits in the amount of \$1,000,000 USD.

13. **Data Protection**

13.1. Ownership of District Information. The District owns all District Information, all now known or hereafter existing intellectual property rights associates with the District Information, and any derivative works thereof or modification thereto, including, without limitation, De-Identified Data. The District continues to own all District Information that the District may share or disclose to the Supplier.

13.2. Use of District Information. The Supplier shall use and maintain the District Information for the sole and exclusive benefit of the District, only as necessary to perform under the Contract, and only

in compliance with all applicable Laws. The District hereby grants to the Supplier a limited, nonexclusive license to use District Information solely for the purpose of performing its obligations specified in the Contract. The Contract does not give the Supplier any rights, title or interests to or in District Information or De-Identified Data, except as expressly stated in the Contract.

13.3. Prohibited Use of District Information. The Supplier shall NOT do any of the following, UNLESS (i) specifically permitted in any Agreement Document, or (ii) permitted in advance and in writing signed by the District representative for legal notice purposes named on the **Cover and Signature Page**, or (iii) as required by Law:

- 13.3.1. Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any person not a Party;
- 13.3.2. Publish, copy, or otherwise disclose District Information to any person not a Party;
- 13.3.3. Use the District's name, logos, or reputation.
- 13.3.4. Use District Data to conduct External Research, as that term is defined by District Policy IGB and IGB-R.
- 13.3.5. Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees;
- 13.3.6. Use District Data in a manner that is inconsistent with Supplier's privacy policy.

13.4. Subcontractors Likewise Obligated. The Supplier shall cause its employees, agents, and subcontractors, who deliver all or some of the Goods and perform some or all of the Services or are otherwise engaged in connection with the Contract, to comply with the provisions of this Section labeled Data Protection, and to execute such confidentiality, non-disclosure, or data sharing contracts as the District may require.

13.5. Use of Third Party Information. In the course of performing the Services, the Supplier may have access to information that is confidential and belongs to persons not a Party, such as specifications, software code, ideas, documents or other material. The Supplier shall not disclose this third party information to any person except as necessary to perform the Services. The Supplier shall not violate the intellectual property or confidentiality and privacy of information rights of persons not a party. The Supplier shall require its employees, agents, and Subcontractors to comply with this paragraph.

13.6. Data Destruction. The Supplier shall securely destroy all District Data in its possession, and cause the secure destruction of all District Data in the possession of its Subcontractors within 10 calendar days after receiving a written request from the District and as more specifically described in the Contract section titled Termination, Default and Remedies/Obligations at Termination. "Securely Destroy" means to remove District Data from the Supplier's systems, paper files, records, databases, and any other media regardless of format, so that District Data is permanently irretrievable in the Supplier's and its Subcontractors' normal course of business.

13.7. Software-Specific Data Security and Protection. If the box after Data Security and Protection is checked on the Cover and Signature Page, then the Supplier shall also comply with all applicable provisions of **Supplement 1 – Data Protection Addendum** attached hereto and incorporated herein.

14. Order of Precedence. If there is a conflict or inconsistency between or among any of the Contract Documents, it shall be resolved in the following order of priority.

- 14.1. **Supplement 1 -- Data Protection Addendum** (if applicable); then
- 14.2. District Specific Provisions in the main body of the Contract; then
- 14.3. The remainder of the main body of the Contract; then
- 14.4. **Supplement 2 – Federal Funding Provisions** (if applicable); then
- 14.5. **EXHIBIT A – Goods and Services**, together with any attachments; then
- 14.6. Each PO, as issued, in reversed chronological order; then
- 14.7. The Solicitation Documents; then
- 14.8. Executed **EXHIBITS B.1, B.2**, and so on, in reverse chronological order; then
- 14.9. **EXHIBIT B – Sample Contract to Renew**; then

14.10. Any other Contract Document (as listed under "Contract Documents" in the Definitions section.)

15. Supplier's Representations and Warranties. The Supplier represents and warrants that Supplier:

- 15.1. Is competent and qualified to and capable of delivering the Goods and performing the Services and otherwise performing under the Contract.
- 15.2. Maintains the licensing, certificates, and other credentials required by law and by the District to deliver the Goods and Services and otherwise perform its obligations under the Contract.
- 15.3. Has full authority under applicable law to execute and deliver the Contract and has the authority to perform all of the obligations under the Contract.
- 15.4. Was truthful and correct, to the best of its knowledge as of the time when made, in making any statement, representation, or information, in connection with the Contract and the Goods and Services, and on which the District has relied in the award of the Contract.

16. Termination, Default, and Remedies.

- 16.1. Termination – No Default. The District may terminate the Contract at any time, if the District determines that termination is in its best interest. If the District elects to terminate under this provision, the District will send written notice to the Supplier. The notice will state on what date termination will become effective. That date shall not be less than 10 calendar days after the Supplier receives the notice. The District will pay the Supplier for Goods delivered and not yet paid up to the date of termination. The District will not pay for loss of anticipated profits.
- 16.2. Events of Default by Supplier. Each of the following is an event of default:
 - 16.2.1. The Supplier does not perform as agreed under the Contract or an PO; or
 - 16.2.2. The Supplier does not comply with any provision of the Contract or any Contract Document; or
 - 16.2.3. The Supplier defaults under any other contract with the District and the default remains unresolved for 60 calendar days; or
 - 16.2.4. A representation or warranty in this Contract is or was not true as of the date made; or
 - 16.2.5. The Supplier loses a license or other credential or qualification that is required to perform under this Contract; or
 - 16.2.6. The Supplier becomes a debtor in any proceeding in bankruptcy, whether voluntary or involuntary, or is the subject of any other insolvency proceeding or appointment for the benefit of creditors, and any such proceeding remains un-dismissed for more than 60 calendar days; or
 - 16.2.7. The Supplier or any of its employees, agents, or Subcontractors performing, the Supplier's duties under this Contract are convicted of a crime that renders the Supplier no longer able or permitted to perform its duties; or
 - 16.2.8. The District determines in its sole discretion that the Supplier's actions or inaction, or the actions or inaction of any of the Supplier's employees, agents, or Subcontractors, is a threat or danger to the District or any of the District Constituents.
- 16.3. Notice of Default. Where there is an event of default and the District chooses to exercise its remedies and rights, the District will give written notice to the Supplier. The notice will state the nature of the event of default, what actions the Supplier needs to take to cure the default, the dates when the Supplier has to complete the cure, and the action the District intends to take if the Supplier does not cure. The District need not give prior notice of event of default if the District determines in its sole discretion that the nature of the event of default is an immediate threat or danger to the District or District Constituents. In that case, the District will inform the Supplier of any remedies the District has taken within 30 calendar days after the District has taken such action.
- 16.4. District Remedies. In the event of default, and after the District has given notice and opportunity to cure where required, and if the Supplier does not cure the default as required by the District, the District may avail itself of any remedies available to it by law and take, or elect not to take,

any of the following actions, concurrently or consecutively, as the District in its sole discretion may decide:

- 16.4.1. Terminate the Contract or any part thereof, or any PO. To the extent terminated, the Supplier shall stop all deliveries and performance of all Services and shall not incur further obligations with respect to any PO. The Supplier shall complete and deliver to the District under all POs not cancelled by the termination notice. The District will pay for Goods and Services delivered and accepted before termination.
- 16.4.2. Suspend the Supplier's performance with respect to all or any portion of the Contract or any PO pending corrective action as the District may specify. The Supplier shall cease all performance as the District may direct and will not be entitled to an adjustment in price or delivery schedule.
- 16.4.3. Withhold payment to the Supplier pending corrective action by the Supplier.
- 16.4.4. Deny payment for Goods not delivered or POs not completed.
- 16.4.5. Removal. Demand immediate removal, or cause, on the District's own initiative, immediate removal of the Supplier or any of the Supplier's employees, agents, Subcontractors, or Subcontractors' agents or employees, if removal is necessary to (i) preserve the safety or security of the District or District Constituents, or (ii) to prevent, respond to, or defend against any threat, assault, negligent or careless act, or otherwise inappropriate or dangerous behavior on District property or premises.
- 16.4.6. Purchase cover to procure goods and products elsewhere that are similar to the Goods and Services. The Supplier shall be liable to the District for payment of the costs the District incurs in purchasing cover.
- 16.4.7. Intellectual Property Preservation. If, in the performance under the Contract, the Supplier infringes on an Intellectual Property right, the Supplier shall, as approved by the District, (a) secure that right to use such work for the District or the Supplier; (b) replace the Goods with non-infringing Goods or modify the Goods so that it becomes non-infringing; or (c) remove any infringing Goods and refund the amount paid for such Goods to the District.
- 16.4.8. Offset costs and damages against and withhold any amount that may be due the Supplier as the District deems necessary to protect the District against loss.
- 16.5. Obligations at Termination. When the Contract terminates for any reason, and in addition to all other duties under the Contract and any Contract Document, the Supplier shall do the following:
 - 16.5.1. While Contract is still in effect and the District has notified the Supplier that it will transition the Goods and Services to others, cooperate and assist in such transfer and transition.
 - 16.5.2. Take timely, reasonable, and necessary action to protect and preserve property in the possession of the Supplier and in which the District has an interest; and
 - 16.5.3. At the District's request, return Materials and tangible objects owned by the District in the Supplier possession at the time of any termination; and
 - 16.5.4. As directed by the District, deliver and return to the District all District Data, or securely destroy all District Data so as to make it permanently irretrievable, and certify as to such secure destruction.
 - 16.5.5. Other Remedies. Pursue any other remedy available to the District by law.
- 16.6. Prepayment Refund. The Supplier shall refund any sums that the District has prepaid and that remain unearned at the time of termination within 45 calendar days after termination, except as the Parties may otherwise agree in writing.

17. General Contract Terms.

- 17.1. Assignment. The Supplier may assign or subcontract its rights and obligations hereunder only with the express prior written consent of the District.
- 17.2. Binding Effect. The Agreement binds the Parties and their respective successors and assigns.
- 17.3. Captions and References. The captions and headings are for reference only and shall not define or limit its provisions.

- 17.4. Counterparts. The Agreement, and any amendments, may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument. Photocopies, scans, and facsimiles of executing signature are valid evidence of execution.
- 17.5. Entire Understanding. The Agreement represents the complete integration of all understandings between the Parties related to the Services and the subject matter of this Agreement.
- 17.6. Independent Contractor. The Supplier is an independent contractor and NOT an employee of the District. Employees and Subcontractors of the Supplier are NOT employees of the District. The Supplier shall perform all Services using independent judgment and expertise as an independent contractor. The District does not require the Supplier to work exclusively for the District. The Supplier shall deliver the Services in accordance with the plans and specifications set forth herein, and the District does not oversee the Supplier's actual work or instruct the Supplier as to how the Supplier performs the Services. This Agreement may be terminated only in accordance with the terms of this Agreement. The District does not provide training (other than minimal), tools or benefits to the Supplier, except that the District may supply materials and equipment as specified herein. Payment under the Agreement is in accordance with the contract rate or price set forth herein, and shall not be in the form of a salary or hourly wage. The District does not dictate the time of performance, except to the extent a completion schedule or work hours are established in this Agreement. The District will make payments to the Supplier in its trade or business name. The District does not combine business operations in any way with the Supplier's business but maintains District operations separate and distinct from the Supplier's operations. Neither Party is, or shall be construed to be, a partner or in joint venture with the other Party. Neither the Supplier nor any agent, employees, Subcontractor, or Subcontractor's agent or employee has any authority, express or implied, to bind the District to any agreement or incur any liability attributable to the District. Supplier acknowledges that it is not entitled to Unemployment Compensation or Workers' Compensation benefits (unless coverage is provided by the Supplier or other entity) and that Supplier is obligated to pay federal and state income tax on any moneys earned from the District pursuant to the Agreement. The District is not obligated to and will not pay federal, state, or local payroll taxes or make any payroll tax withholdings from payments made to the Supplier, if any. The District will comply with all applicable tax reporting Laws.
- 17.7. Modification. The Parties may change the Agreement or any provision of the Agreement only by a written amendment executed by both Parties or as otherwise provided in the Agreement.
- 17.8. Notices Legal. All notices required under the Agreement shall be in writing and shall be effective (i) upon personal delivery, or (ii) 3 calendar days after mailing when deposited in the United States first-class mail, postage prepaid, or (iii) when delivered, as such delivery is evidenced by a mailing tracking number, if mailed with an overnight or other tracked service (such as USPS Priority or ESPS Express, FedEx, or UPS), or (iv) when sent by electronic mail, or (v) when transmission is confirmed by facsimile. Notices shall be sent to the Parties' respective addresses on the Cover and Signature Page. Notice by paper letter mail or personal delivery shall be effective at all times. Notice by email or facsimile shall be effective only if the Parties agree and designate in writing email addresses or facsimile numbers for that purpose. Each Party may change their respective notice address and other information without amending this Agreement by sending a notice to the other Party, designating the new notice address and information.
- 17.9. Notification of Legal Process. In the event the Supplier becomes subject to legal process (e.g. without limitation, subpoenas, interrogatories, or pleadings) that relates to the Agreement or the Supplier's performance under the Agreement or compels or will compel the Supplier to disclose District Information, the Supplier shall notify the District in writing within 7 calendar days after it receives such legal process. The notice shall include sufficient information for the District to take timely legal action to prevent disclosure and protect District Information (such as motions to quash) the District may choose to take in its sole discretion. The provisions of this subsection survive the termination of the Agreement.
- 17.10. No Third-Party Beneficiaries. The Agreement benefits the Parties and gives no rights or benefits to anyone not a Party.
- 17.11. Records and Audits. The Supplier shall maintain complete and accurate records of all charges incurred by the District under the Agreement, in accordance with generally accepted accounting principles, and other records related to the Agreement and performance thereunder, for a period from the date of termination of the Agreement as required by Law. The District may inspect the Supplier's records upon reasonable notice, and may retain copies thereof.
- 17.12. Rights in and Use of Work Product. The Supplier assigns to the District, and its successors and assigns, the entire right, title and interest in the Work Product, if any.
- 17.13. Severability. If a court of competent jurisdiction rules any Agreement provision to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.
- 17.14. Subcontracts. The Supplier shall, upon the District's request, provide (i) a list of all Subcontractors and (ii) a copy of each contract related to the performance under the Agreement with each such Subcontractor. Contracts between the Supplier and Subcontractors shall comply with all applicable Laws, shall provide that they are governed by the laws of the State of Colorado unless specifically stated otherwise in an Agreement Document, and shall either state that they are subject to the provisions of the Agreement or the Supplier shall otherwise require that the Subcontractors' actions comply with the provisions of this Agreement to the extent that Subcontractors actions are performed in aid of the Agreement.
- 17.15. Survival of Certain Agreement Terms. Any provision of the Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and is enforceable by the other Party.
- 17.16. Waiver. A Party's failure to assert any rights or remedies, or a Party's waiver of its rights or remedies by a course of

dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under the Agreement.

18. District Specific Terms.

- 18.1. Availability of Funds and Constitutional Limitations on Debt.** Financial obligations of the District payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The District may also be relying on state or federal funding to satisfy its payment obligations under the Agreement. In the event funds are not appropriated, budgeted or otherwise made available, the District may terminate the Agreement without further obligation or liability, as of the last day of the period for which funds were appropriated or budgeted or monies made available for such purposes. All payments of the District under this Agreement constitute currently budgeted expenditures and do not constitute or give rise to a general obligation, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any constitutional or statutory provision or limitation. No provision of this Agreement constitutes a pledge nor does it create a lien on any class or source of the District's monies. No provision of this Agreement restricts the future issuance of any bonds or obligations of the District payable from any class or source of District moneys.
- 18.2. Compliance with Laws and District Policies/Non-Discrimination.** The Supplier shall comply with all Laws that apply to performance under the Agreement, as those Laws may be amended from time to time. Specifically, but without limitation, the Supplier shall comply with Laws (1) prohibiting the use or possession of alcohol, tobacco or firearms on District property; (2) related to web access; and (3) prohibiting discrimination, intimidation, or harassment on the basis of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, genetic information, age, veteran status, or disability.
- 18.3. Conflict of Interest.** The Supplier hereby acknowledges that it (i) has no personal or financial interest in the Agreement other than the payments, prices, costs, or fee to be earned thereunder; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project or projects requiring the Services.
- 18.4. Criminal Record Certification.** Where required by Laws, the Supplier shall complete a criminal records check on itself, if an individual, and any Supplier employee, agent, or Subcontractor providing the Services on District property under the Agreement. The Supplier, if an individual, and Supplier's employees, Subcontractors, or other agents of the Supplier, who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, shall not be allowed to work on District property. The Supplier shall conduct criminal background checks using the federal Equal Employment Opportunity Commission's guidance titled "Consideration of arrest and Conviction Records in Employment Decisions under Title 7 of the Civil Rights Act of 1964," issued 4/25/2012 and as amended from time to time.
- 18.5. District Data relating to Students.** "District Data" means what the same term is defined as in Supplement 1 – Data Protection Addendum, if attached hereto. If Supplement 1 is not attached, then this term means Personally Identifiable Information ("PII"), Record, Education Record and all PII included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Supplier or that is otherwise collected or generated by Supplier in connection with the performance of the Services. "PII" means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender. "To the extent it is not already included in the definition hereinabove, PII also includes "personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 *et seq.*; personally identifiable information contained in student "education records" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, and state- or federal-identification numbers such as driver's license, passport or visa numbers. "Record" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche. "Education Record" means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a Party acting for the District such as Supplier. In the course of performing the Services, the Supplier may gain access to District Data, even though the Services may not require it. In this case, the Supplier shall comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in District Policy JRA/JRC; and with the provisions of 20 U.S.C. § 1232h, as reflected in District Policy JLDAC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation, and concerning the provision of psychological services. The Supplier shall comply with the Colorado Student Data Transparency and Security Act, C.R.S. §§

22-16-101 *et seq.*, as applicable. The Supplier acknowledges that under Law, officers, employees, and agents who access the education records and personally identifiable information of District students may use such information only for the purposes of providing Services under the Agreement; that the Supplier is prohibited from re-disclosing such information to persons not a Party, and shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that Supplier shall destroy any such information when the Agreement is terminated or when the information is no longer needed to provide the Services.

- 18.6. Governing Law, Jurisdiction and Venue.** The Agreement is made in and is governed by the laws of the State of Colorado. A Party shall bring any action to enforce its rights hereunder in a court of competent jurisdiction in Jefferson County, Colorado. All references to Law refers to the Law as in effect on the Effective Date. Any changes to Law after the Effective Date is hereby incorporated into the Agreement.
- 18.7. Governmental Immunity.** No provision of the Agreement is or 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., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).
- 18.8. Indemnification from Supplier.** *[Not applicable where the Supplier is a Colorado governmental entity subject to the Colorado Constitutional tax and public spending provisions commonly known as TABOR.]* The Supplier shall indemnify, defend, and hold the District, and its employees, agents, and members of the governing Board of Education ("Indemnified Persons") harmless against any and all costs, expenses, claims, actions, damages, liabilities, court awards, and other amounts (including attorney's fees, court costs, and related costs) ("Claims") incurred by any of the Indemnified Persons from actions or suits from persons not a Party brought in connection with (i) any act or omission by the Supplier related to the Agreement; (ii) any act or omission by the Supplier's employees, agents, Subcontractors, or assignees related to the Agreement; (iii) the Work Product (if any); or (iv) performance under the Agreement. In the event any Work Product, Materials, or the performance of the Services are covered by or infringe upon any Intellectual Property, the Supplier shall indemnify and defend the Indemnified Persons and hold the Indemnified Persons harmless against all Claims resulting from such Intellectual Property based on actual or alleged manufacture, sale or use of Work Product, Services or Materials in violation, infringement or the like of Intellectual Property rights of others. The provisions of this section shall survive the termination of the Agreement.
- 18.9. Indemnification by District Void.** Law prohibits the District from indemnifying others and holding others harmless against the claims, suits, and actions of persons not a Party and from holding Persons not a Party harmless against the Claims of persons not a Party. Notwithstanding anything to the contrary in the Agreement, an Agreement Document, or a Vendor Agreement, the District shall not indemnify the Supplier or any other entity. Any provision in an Agreement Document or a Vendor Agreement attempting to require that the District indemnify the Supplier or any other entity is null and void *ab initio*.
- 18.10. Parameters for Limitations of Liability.** Notwithstanding any provision to the contrary in any Agreement Document or Vendor Agreement, the District does not agree to any limitation of the Supplier's liability for (i) bodily injury, death, or damage to property, or (ii) where a claim may be covered by insurance, any amounts that are less than the insurance coverage otherwise available. The provisions of this subsection survive the termination of the Agreement.
- 18.11. Open Records Law/CORA.** The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, applies to the Agreement, the Supplier's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
- 18.12. PERA Contributions.** Pursuant to CRS § 24-51-1101(2), if the Supplier is a Colorado Public Employees Retirement Association (PERA) retiree in an individual capacity or is an entity owned or operated by a PERA retiree, the Supplier shall inform the District of this status. The District will make any employer PERA contributions and contribution-related disclosures that are required by law. The Supplier or the Supplier's employee who is a Colorado PERA retiree will be responsible to pay any working retiree contributions to PERA that are required by Law.
- 18.13. Public Contracts for Services.** *[Not applicable to contracts relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental contracts, or information technology services or products and services.]* This provision is required by C.R.S. §§8-17.5-101 *et seq.* Supplier certifies that it shall comply with the provisions of C.R.S. §8-17.5-101 *et seq.* Supplier shall not knowingly (i) employ or contract with an illegal alien to perform work under the Agreement, (ii) enter into a contract with a Subcontractor that knowingly employs or contracts with an illegal alien to perform work under the Agreement, or (iii) enter into a contract with a Subcontractor that fails to contain a certification to Supplier that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Supplier also represents and warrants that Supplier has confirmed and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Supplier shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. When the Supplier has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, the Supplier shall (i) notify its Subcontractor and the District within 3 days and (ii) terminate the subcontract with the Subcontractor if the Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice (unless the Subcontractor during those 3 days provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien). Supplier shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. The District may terminate the Agreement if the Supplier does not comply with this provision or the requirements of C.R.S. §§8-17.5-101 *et seq.*

C.R.S. §§8-17.5-101 *et seq.*, and the Supplier shall be liable for actual and consequential damages to the District.

18.14. Public Contracts with Natural Persons. This provision is required by C.R.S. §§24-76.5-101 *et seq.* If the Supplier is a natural person 18 years of age or older, Supplier hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (ii) shall comply with the provisions of C.R.S. §§24-76.5-101 *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, before the Effective Date.

18.15. Taxes and Fees. The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the Agreement and may be exempt from federal and other taxes. The Supplier shall not include any of these taxes in any charges or invoices to the District. The Supplier shall pay, at its own expense, all applicable taxes and fees in the execution of the terms of the Agreement.

19. Definitions. In addition to other capitalized terms defined elsewhere in the Contract, the following terms shall have the following meaning:

19.1. "Contract" means this Contract for Goods, together with all Contract Documents.

19.2. "Contract Documents" means each and the combination of the following parts of the Contract, all of which together forming one Contract.

19.2.1. The main body of the Contract.

19.2.2. EXHIBIT A – Goods and Services.

19.2.3. EXHIBIT B – Sample Contract to Renew.

19.2.4. Supplement 1 – Data Protection Addendum (if applicable).

19.2.5. Supplement 2 – Federal Funding Provisions (if applicable).

19.2.6. The Solicitation Documents.

19.2.7. Each PO, when issued.

19.2.8. Each executed EXHIBIT B.1, B.2 and so on, when executed.

19.2.9. Other (none if blank): _____

19.3. "Contract Term" means either the Initial Contract Term or any Renewal Term.

19.4. "CUCC" means the Uniform Commercial Code, Article 2 – Sales, as adopted in Colorado as C.R.S. §§4-2-101 *et seq.*, as amended from time to time under Colorado law.

19.5. "District Constituents" means the District's employees, board members, officers, agents, students, parents and guardians of District students, and school visitors.

19.6. "District Data" means what the same term is defined as in Supplement 1 – Data Protection Addendum, if attached hereto. If Supplement 1 is not attached, then this term means Personally Identifiable Information ("PII"), Record, Education Record and all PII included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Supplier or that is otherwise collected or generated by Supplier in connection with the performance of the Services. "PII" means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender. "To the extent it is not already included in the definition hereinabove, PII also includes "personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 *et seq.*; personally identifiable information contained in student "education records" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, and state- or federal-identification numbers such as driver's license, passport or visa numbers. "Record" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche. "Education Record" means records, files, documents and other Materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a Party acting for the District such as Supplier.

19.7. "District Information" means District Data (if any) and all other records, reports, material, and information, in any form and on any media, including but not limited to, any such information that may belong to or affect persons not a Party, which the District provides to and the Supplier receives from the District.

19.8. "Effective Date" means the date when the Parties execute the Contract and is the later date if the Parties sign on different dates.

- 19.9.** "*Fiscal Year*" means the 12 months' period that starts on July 1 of each calendar year and ends on June 30 of the following calendar year.
- 19.10.** "*Goods*" means the goods, products, commodities or equipment which are described in the Solicitation Documents and which the District intends to purchase or purchases under this Contract, and includes any services the Supplier will perform incidental to the performance under this Contract.
- 19.11.** "*Initial Contract Term*" means the period of time from the Effective Date through the date listed as "Initial Contract Term End Date" on the **Cover and Signature Page**.
- 19.12.** "*Intellectual Property*" means all intellectual property, including without limitation, patent, copyright, trademark, trade secret, trade dress, or application therefor, and all work and rights derived therefrom.
- 19.13.** "*Law*" means all state, federal, and local laws, statutes, regulations, rules, code provisions, and case law, and includes the policies of the District and the District board.
- 19.14.** "*Materials*" means all labor, licenses, materials, supplies, equipment, and all other items necessary to complete, perform and deliver the Goods.
- 19.15.** "*Party*" means the District or the Supplier, and the plural means both the District and the Supplier.
- 19.16.** "*PO*" means a purchase order document in form and substance as the District uses in the ordinary course of its business to order goods and services and encumber funds.
- 19.17.** "*Renewal Term*" means each Contract Term that renews the Contract for another Contract Term after the Initial Contract term.
- 19.18.** "*Services*" means the services and work the Supplier is performing in accordance with the Contract and any Contract Document, and includes all Goods and Materials the Supplier acquires and uses to perform the Services.
- 19.19.** "*Solicitation Documents*" means the District's request for proposal, request for quote, or other documentation of the method of solicitation the District used to solicit proposals and select the Supplier and the Supplier's response thereto.
- 19.20.** "*Subcontractor*" means any company, individual, and person, which is not a Party that the Supplier engages to aid in the performance under the Contract and Solicitation Documents.
- 19.21.** "*Vendor Agreement*" means any form of agreement or documentation prepared and provided by the Supplier and relating to the Contract or the Goods and Services, and may include, without limitation, an on-line agreement, proposal, or invoice, whether made a part of the Contract or effective or purporting to be effective outside of or in addition to the Contract.

GoodsandServices_v. 10 4 2019

Contract No: _____ Bid NO _____

Contractor Name: _____

EXHIBIT A – Goods and Services

The Supplier shall deliver the following Goods:

Avigilon surveillance equipment and accessories as specified in RFP# 25247.

The Supplier shall perform the following Services in relation to the Goods:

Provide complete installation and configuration services for new and additional Avigilon cameras and integration of new cameras into the District's present system.

Provide maintenance, repair, and replacement services for the District's Avigilon cameras and system.

Provide approved Avigilon trained programmers, which will gain access to the District's software, clients, and servers.

Complete new installations where the new equipment will integrates with the present Avigilon management system.

Provide proper licensing of new equipment in order to provide support from the manufacturer.

Provide a single point of contact for project management.

All installations shall comply with the current version of Jeffco Technical Guidelines and Jeffco's General Conditions. It is the Supplier's responsibility to be familiar with the current Guidelines and Conditions as updated by Jeffco and posted to its website.

All installations shall incorporate District construction guidelines and will be integrated into the architecture of the building.

The Solicitation Documents include the documents listed below. The corresponding documents from the indicated solicitation number are business documents of the District and incorporated herein.

1. RFP Document # 25247
2. Proposal of Supplier, which includes pricing.

GoodsandServices_v. 10 4 2019

Contract No: _____ Bid NO _____

Contractor Name: _____

12. Price Proposal

RFP 25247 Avigilon Cameras and Services	
Description	Unit Price
Software	
1C-ACC6-ENT / Avigilon Enterprise Camera License	\$201.00
ACC5 to ACC6 Upgrade license	\$18.00
Equipment	
2.0C-H4A-D1 / 2MP Indoor dome 3-9mm w/analytics	\$540.00
3.0C-H4A-D1 / 3MP 1080p Day/Night Indoor Dome w/analytics	\$575.00
3.0C-H4A-DO1-IR / 3MP Exterior dome w/ IR	\$705.00
3.0C-H4A-B01-IR / 3MP Outdoor Bullet w/analytics	\$705.00
5.0L-H4A-B01-IR / 5MP Outdoor Bullet w/analytics	\$770.00
5.0L-H4A-DO1-IR / 5MP Exterior dome w/ IR	\$785.00
8.0-H4-B01-IR / 8mp IR Outdoor Bullet w/Analytics	\$1,000.00
5.0L-H4A-B01-IR / 5MP Outdoor Bullet w/analytics	\$770.00
8.0-H4-B01-IR / 8mp IR Outdoor Bullet w/Analytics	\$1,010.00
H4-BO-JBOX1 / Junction Box for the Bullet Cameras	\$64.00
12.0-H4F-D01-IR 12mp fisheye w/analytics	\$755.00
9C-H4A-3MH-270 / 3MP 270 degree camera	\$1,100.00
12C-H4A-4MH-360 / 3MP 360 degree camera	\$1,260.00
IRPTZ-MNT-WALL1 / Pendat mount for multi sensor	\$65.00
H4MH-AD-CEIL1 / In ceiling housing for multi sensor	\$85.00
H4MH-DC-COVER1 / Dome cover for ext camera multi sensor	\$48.00
H4MH-DO-COVER1 / Dome cover for in ceiling multi sensor	\$105.00
H4MH-AD-DOME1 / Surface housing for multi sensor	\$105.00
H4MH-AD-PEND1 / Pendant housing for multi sensor	\$105.00
24 Port Cat6 Patch Panel - Black	\$195.00
Cat6 SL Series RJ45 Jack - Orange	\$7.25
Any Manufacturer 1 Port Surface Biscuit Box - Almond	\$1.88
AMP Cat6 Plenum Network Drop per Division 27 including 1 port biscuit	\$330.00
Cat6 3ft Brown Patch Cables	\$7.60
25 feet of 1/2 EMT per Division 26	\$35.00
Services	
Remove old camera/cables	\$70/hr
Labor for Installation per hour	\$70.00
Lift Usage per day	\$205.00
Project Management Per Hour	\$85.00
Training Per Hour	\$70.00
Programming Per Hour	\$70.00

HSS Added Cost line below

Lift usage per week (5 days)

\$680.00

Goods and Services, v. 10-4-2019

Contract No: _____ Bid NO _____

Contractor Name: _____

NOTE: Cost of specified cameras shall remain in place for the new H5A camera line that will replace the H4A camera line fully by the end of 2020

GoodsandServices_v. 10-4-2019

Contract No: _____ Bid NO _____

Contractor Name: _____

SERVICE LEVEL AGREEMENT

The following Service Level Agreement is between HSS Inc and Jeffco Public Schools for their Avigilon Camera System and is valid from January 1st, 2020 through December 31st, 2020. This SLA covers both preventative maintenance and items needing repair and/or replacement.

This contract covers on-site, remote log-in, and call in for any and all equipment and/or software associated with the supported Avigilon CCTV systems at all Jeffco Public School site with Avigilon equipment installed.

This contract includes 24 hour/ 365 days per year emergency response. Items under warranty will be repaired or replaced at no charge. For items out of warranty, Jeffco will be given the choice of a quote or having it replaced/repared under a time and material (service ticket) using the contracted pricing costs for both equipment and labor.

Hours of Support

First level of support:

7am-4:00pm Monday-Friday 303-603-3095

or hhampton@hss-us.com

Second level of Support:

24/7 Security Operations Center (SOC) 303-603-3090

Please see Attachment 1 Graphic for emergency response.

Please see Attachment 2 Organization Chart for maintenance/quoted job work.

Response Times

All service calls regarding downtime on the software will be responded to within four hours during and after normal business hours. All cameras will be serviced within 48 hours. HSS does not have a cap on the number of Jeffco Schools employee's that may call in for service. Response times differing from the above are available for a negotiated fee.

Escalation Procedure

In the event that Jeffco Schools requires efforts or attentions that are not being given by the installation or service technicians, the escalation to the assigned Project Manager or Service Manager is encouraged and welcomed. In our effort to avoid these types of escalations, HSS will be sending a follow up email to the

service requestor once the service is performed and our project manager will be sending daily updates to the district project manager. If an event occurs that needs escalation beyond our Service Manager or Project Manager, you may contact our Operations Manager Tom Hoff or our Vice President Bryan Jones. Multiple methods of contact are available for both.

For concerns and requests for repair, please contact Heather Hampton, HSS Service Manager, at 303-603-3095 or hhampton@hss-us.com.

For concerns and requests for current projects, please contact Alex Molnar, Project Manager, at 720-641-6866, alex.molnar@hss-us.com.

Contact information for Tom Hoff, Operations Manager, 720-641-2976, thoff@hss-us.com.

Contact information for Bryan Jones, Vice President, 720-641-2172, bjones@hss-us.com.

On-line Support

Avigilon offers on-line support at <http://avigilon.com/support-and-downloads/>.

HSS offers online support through our established VPN connection for remote service to the district.

Ramifications and Recourse

Items covered under SLA

- All repair and replacement for cameras under warranty period at no cost.
- All repair and replacement for cameras not under warranty expensed at contracted pricing per RFP. This includes legacy cameras that are not Avigilon. HSS shall service all CCTV cameras within the district.
- All remote programming or repair service performed at no cost.
- System design and configuration support services for new or remodel construction projects.
- Training support for school admin staff or facility staff.
- Software revisions or hot fix patches performed at no cost for length of contract.
- Avigilon configuration tool and design kit for network and storage requirements validation.
- User group support training through the manufacturer and hosted by HSS.

GoodsandServices_v. 10 4 2019
Contract No: _____ Bid NO _____
Contractor Name: _____

SERVICE LEVEL AGREEMENT ATTACHMENT 1
FOR EMERGENCY REPAIR WORK

1st level of support:
Heather Hampton
303-603-3095
7:30AM - 4:30 PM Monday thru
Friday

2nd Level of Support:
Security Operations Center (SOC)
303-603-3090
Available 24/7
After hours, holidays and weekends.

Tech 1
On call

Tech 2
on call

GoodsandServices_v_ 10 4 2019
Contract No: _____ Bid NO _____
Contractor Name: _____

EXHIBIT B – SAMPLE CONTRACT TO RENEW

Contract to Renew

☐ 1st ☐ 2nd ☐ 3rd ☐ 4th **Renewal**

The Parties to that certain CONTRACT FOR GOODS AND SERVICES by and between _____, and **Jefferson County School District R-1**, effective _____ ("Contract") hereby agree to renew the Contract for:

☐ One additional Renewal Term, with a new termination date of _____.

☐ _____ months, with a new termination date of _____.

Changes to the Contract:

In addition, the Parties make the following changes to the Contract:

All provisions of the Contract not specifically amended herein shall remain in effect unchanged.

SUPPLIER:

SAMPLE

Signature

By: _____

Name and Title of Person Signing for Supplier

SAMPLE, 20____

Date of Supplier Representative Signature

DISTRICT:

Jefferson County School District R-1

SAMPLE

Signature

By: _____

Name and Title of Person Signing for District

SAMPLE, 20____

Date of District Representative Signature



Jeffco Public Schools Board of Education Meeting

Agenda Item Details

Meeting	Jan 30, 2020 - Regular Meeting
Category	7. Consent Agenda
Subject	7.16 Contract Award: Avigilon Cameras and Services (EL-7, 8)
Type	Action
Recommended Action	to authorize the director of Purchasing to execute the contract with Hospital Shared Services Inc. (HSS) for school video surveillance equipment, installation and licensing for an estimated cost of approximately \$3 million over the life of the contract.

PERTINENT FACTS:

1. In accordance with following Board policies this agenda item is brought forward for action:
 - Executive limitation policy EL-7, Asset Protection, the superintendent may not "contractually obligate the Board to an expenditure greater than \$500,000...;"
 - EL-8, Facilities, "...facilities shall not be unsafe, inadequate or unnecessary..." and, in compliance with district regulation FBC-R, Prioritization of Facility Improvements, Group 2A-Security, "...projects that decrease security risks and enhance overall safety of a building or site, e.g. increase visibility, physical or technological improvements."
2. In September 2019, the Purchasing Department, in conjunction with the Information Technology (IT) and Facilities departments, issued Request for Proposals (RFP)# 25247 for Avigilon Cameras and services. Five vendors responded to the RFP and the Intent to Award this RFP will go to Hospital Shared Services, Inc. (HSS) pending successful contract negotiations and Board of Education approval. The contract will be for 1 year with four 1-year renewals not to exceed five years.
3. Jeffco Public Schools' priority to increase school safety is strengthened through this work to enable schools and security personnel better visibility and record of activities at school sites, historical data and evidence of incidents, if needed. Avigilon Cameras and services enhance building and site security. All schools in Jeffco Public Schools have at least one camera for video surveillance through a longstanding (8-10 year) program. The work under this contract will provide upgrades to video surveillance software, license purchases for sites, video surveillance camera purchases, installation of new cameras at sites, and repair of existing broken, damaged or non-functioning cameras. Cameras may be added at school locations as needed when incidents arise or schools have a need for a record of activities in areas of the building and within budgeted resources.
4. Funding for the Video Management and Security Camera program is provided by the general fund, capital transfer, and 2018 bond proceeds.

Motion & Voting

to authorize the director of Purchasing to execute the contract with Hospital Shared Services Inc. (HSS) for school video surveillance equipment, installation and licensing for an estimated cost of approximately \$3 million over the life of the contract.

Motion by Stephanie D Schooley, second by Charles B Rupert.

Final Resolution: Motion Carries

Yea: Ron W Mitchell, Susan L Harmon, Charles B Rupert, Stephanie D Schooley, Susan L Miller

2/11/2020

BoardDocs® Pro

Education Center|5th Fl., 1829 Denver West Dr., Bldg. 27|Golden, CO|303.982.6800|board@jeffco.k12.co.us

Amdt_v.9 5 2019
 RFP No: 25247_
 Contractor Name: HSS
 Document Name: _Amdt 1 add'l cameras



CONTRACT AMENDMENT

Service Provider/Contractor:	HSS, Inc.
Effective Date of Original Contract to be Amended:	02/12/2020
Amendment No:	1

This amendment (the "AMENDMENT") amends that certain agreement or contract (the "ORIGINAL CONTRACT") by and between HSS, Inc. ("Supplier"), and **Jefferson County School District No. R-1** ("District") referred to above. The ORIGINAL CONTRACT includes all amendments, addenda and renewals that the parties executed relevant to the ORIGINAL CONTRACT before the date of this AMENDMENT.

BACKGROUND

The parties wish to amend the ORIGINAL CONTRACT. The following is a summary of previous amendments to the Original Contract, including all amendments, renewals and reinstatements:

☒ If this box is checked, this is the first Amendment and there are no previous Amendments

In consideration of the mutual promises set forth herein and for other valuable consideration, the parties agree as follows.

AGREEMENT TO AMEND

1. The ORIGINAL CONTRACT is amended as follows:
 - a. Additional cameras and accessories as needed by the District

MATERIAL DESCRIPTION	Sell Price
15C-H4A-3MH-270/180	\$1,490.00
H4A-MT-WALL1 / Pendant Mount	\$50.00
5.0L-H4A-DP1-IR / 5MP	\$910.00
H4-MT-CRNR1	\$67.00
2.0C-H5A-D1-IR	\$690.00
4.0C-H5A-D1-IR	\$780.00
4.0C-H5A-DO1-IR	\$935.00
5.0C-H5A-DP2	\$900.00

Amdt_v.9 5 2019

RFP No: 25247_

Contractor Name: HSS

Document Name: Amdt 1 add'l cameras

5.0C-H5A-DO2	\$890.00
4.0C-H5A-BO1-IR	\$890.00
6.0C-H5A-BO1-IR	\$960.00
24C-H4A-3MH-270/180	\$1,750.00
20C-H4A-4MH-360	\$1,980.00

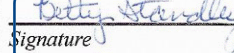
2. All terms and provisions of the ORIGINAL CONTRACT not specifically amended herein remain in effect and unchanged. In the event of a conflict or inconsistency between the terms of the ORIGINAL CONTRACT and the terms of this AMENDMENT, the terms of this AMENDMENT control.
3. **Signatures.** The parties agree to the terms and conditions set forth herein by signing below. Individuals signing on behalf of each party represent and warrant that they are authorized to execute this Amendment on behalf of the entity for which they are signing. This Amendment is effective as of the date of the parties' signature, and is the later date if the parties sign on different dates.

SUPPLIER:


Signature

By: Alex Molnar, PMType Name and Title of Person Signing for Service
Provider/Contractor
4/14/, 2020
Date of Service Provider/Contractor Representative
Signature**DISTRICT:****Jefferson County School District R-1**

DocuSigned by:



Signature

EBBEC46C595B4BA...

By: Betty Standley, CPPB, Director of Purchasing

Type Name and Title of Person Signing for District

April 15, 2020

Date of District Representative Signature



SECURITY SYSTEMS INTEGRATION

900 S Broadway, Suite 100
Denver, CO 80209
(303) 603-3095 office / www.hss-us.com

Quote No. **20-210-112BJ**

SALES QUOTE

Employee

Name Bryan Jones
Position Vice President C - 720-641-2172
Department Systems Integration bjones@hss-us.com

Dates

Quote Issued: 4/13/2020
Revision: _____
Completed: _____

Project/Service Name:	Quantity	Price	TOTAL
SVVSD Erie HS Avigilon box sale			
Project Scope: The sale and delivery of the attached Avigilon cameras and mounts.			
NOTE: See yellow BOM tab for line item pricing			
Project Cost:			
Materials:	1	\$35,172.00	\$35,172.00
Shipping	1	\$125.00	\$125.00
Excludes: Any Required 120VAC / All prices are good for 30 days and work is assumed to be done during normal business hours			
Warranty: HSS shall warranty its workmanship to be free from defects for one year from date of completion of work. Warranty on items manufactured and/or supplied by others shall be the responsibility of manufactured.			
		Sub Total	\$35,297.00
		Discount	
		Taxes	
		TOTAL	\$35,297.00

Customer

Contact Frank M Company SVVSD
Address _____
City _____ State _____
ZIP _____ Email _____
Phone _____ Cell _____

Discount
Taxes

Notes

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only

Approved: _____

MATERIAL AND LABOR SUMMARY

Job Name: SVVSD Erie HS Avigilon box sale

Job Number: 3/30/20

MATERIAL DESCRIPTION	Sell Price	MATERIAL		LABOR	
		QTY.	EXTENSION	UNIT	EXTENSION
9C-H4A-3MH-270	\$1,042.65	10	\$10,426.50		
9C-H4A-3MH-180	\$1,042.65	7	\$7,298.55		
15C-H4A-3MH-270	\$1,134.00		\$0.00		
24C-H4A-3MH-270	\$1,323.00		\$0.00		
12C-H4A-4MH-360	\$1,200.15	7	\$8,401.05		
20C-H4A-4MH-360	\$1,323.00		\$0.00		
32C-H4A-4MH-360	\$1,512.00		\$0.00		
H4AMH-AD-CEIL1	\$94.50	12	\$1,134.00		
H4AMH-DC-COVR1	\$60.00	12	\$720.00		
H4AMH-DC-CPNL1	\$70.00	12	\$840.00		
IRPTZ-MNT-WALL1	\$59.85	12	\$718.20		
H4AMH-AD-PEND1	\$100.80	12	\$1,209.60		
H4AMH-AD-DOME1	\$100.80		\$0.00		
H4AMH-DO-COVR1	\$110.00	12	\$1,320.00		
IRPTZ-MNT-NPTA1	\$34.65		\$0.00		
H4-MT-CRNR1	\$65.00	9	\$585.00		
4.0C-H5M-DC1-IR	\$630.00	4	\$2,520.00		
4.0C-H5M-DO1-IR	\$695.00		\$0.00		
Project Management Hours	\$105.00				\$0.00
Programming / Training Hours	\$95.00				\$0.00
Labor / Installation Hours	\$85.00				\$0.00
Subtotals =			\$35,172.90		\$0.00
GRAND TOTAL =					\$35,172.90



SECURITY SYSTEMS INTEGRATION

900 S Broadway, Suite 100
Denver, CO 80209
(303) 603-3095 office / www.hss-us.com

Quote No. **20-210-113BJ**

SALES QUOTE

Employee

Name Bryan Jones
Position Vice President C - 720-641-2172
Department Systems Integration bjones@hss-us.com

Dates

Quote Issued: 4/13/2020
Revision: _____
Completed: _____

Project/Service Name:	Quantity	Price	TOTAL
SVVSD Mead HS Avigilon box sale			
Project Scope: The sale and delivery of the attached Avigilon cameras and mounts.			
NOTE: See yellow BOM tab for line item pricing			
Project Cost:			
Materials:	1	\$47,611.00	\$47,611.00
Shipping	1	\$165.00	\$165.00
Excludes: Any Required 120VAC / All prices are good for 30 days and work is assumed to be done during normal business hours			
Warranty: HSS shall warranty its workmanship to be free from defects for one year from date of completion of work. Warranty on items manufactured and/or supplied by others shall be the responsibility of manufactured.			
Sub Total			\$47,776.00
Discount			
Taxes			
TOTAL			\$47,776.00

Customer

Contact Frank M Company SVVSD
Address _____
City _____ State _____
ZIP _____ Email _____
Phone _____ Cell _____

Discount
Taxes

Notes

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only

Approved: _____

MATERIAL AND LABOR SUMMARY

Job Name: SVVSD Mead HS Avigilon box sale

Job Number: 3/30/20

MATERIAL DESCRIPTION	Sell Price	MATERIAL		LABOR	
		QTY.	EXTENSION	UNIT	EXTENSION
9C-H4A-3MH-270	\$1,042.65	13	\$13,554.45		
9C-H4A-3MH-180	\$1,042.65	10	\$10,426.50		
15C-H4A-3MH-270	\$1,134.00		\$0.00		
24C-H4A-3MH-270	\$1,323.00		\$0.00		
12C-H4A-4MH-360	\$1,200.15	8	\$9,601.20		
20C-H4A-4MH-360	\$1,323.00		\$0.00		
32C-H4A-4MH-360	\$1,512.00		\$0.00		
H4AMH-AD-CEIL1	\$94.50	15	\$1,417.50		
H4AMH-DC-COVR1	\$60.00	15	\$900.00		
H4AMH-DC-CPNL1	\$70.00	15	\$1,050.00		
IRPTZ-MNT-WALL1	\$59.85	15	\$897.75		
H4AMH-AD-PEND1	\$100.80	15	\$1,512.00		
H4AMH-AD-DOME1	\$100.80	1	\$100.80		
H4AMH-DO-COVR1	\$44.10	110	\$4,851.00		
IRPTZ-MNT-NPTA1	\$34.65		\$0.00		
H4-MT-CRNR1	\$65.00	10	\$650.00		
4.0C-H5M-DC1-IR	\$630.00	2	\$1,260.00		
4.0C-H5M-DO1-IR	\$695.00	2	\$1,390.00		
Project Management Hours	\$105.00				\$0.00
Programming / Training Hours	\$95.00				\$0.00
Labor / Installation Hours	\$85.00				\$0.00
Subtotals =			\$47,611.20		\$0.00
GRAND TOTAL =					\$47,611.20



SECURITY SYSTEMS INTEGRATION

900 S Broadway, Suite 100
Denver, CO 80209
(303) 603-3095 office / www.hss-us.com

Quote No. **20-210-114BJ**

SALES QUOTE

Employee

Name Bryan Jones
Position Vice President C - 720-641-2172
Department Systems Integration bjones@hss-us.com

Dates

Quote Issued: 4/13/2020
Revision: _____
Completed: _____

Project/Service Name:	Quantity	Price	TOTAL
SVVSD Silver Creek HS Avigilon box sale			
Project Scope: The sale and delivery of the attached Avigilon cameras and mounts.			
NOTE: See yellow BOM tab for line item pricing			
Project Cost: Materials: Shipping	1 1	\$43,865.00 \$165.00	\$43,865.00 \$165.00
Excludes: Any Required 120VAC / All prices are good for 30 days and work is assumed to be done during normal business hours			
Warranty: HSS shall warranty its workmanship to be free from defects for one year from date of completion of work. Warranty on items manufactured and/or supplied by others shall be the responsibility of manufactured.			
		Sub Total	\$44,030.00
		Discount	
		Taxes	
		TOTAL	\$44,030.00

Customer

Contact Frank M Company SVVSD
Address _____
City _____ State _____
ZIP _____ Email _____
Phone _____ Cell _____

Discount
Taxes

Notes

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only

Approved: _____

MATERIAL AND LABOR SUMMARY

Job Name: SVVSD Silver Creek HS Avigilon box sale

Job Number: 3/30/20

MATERIAL DESCRIPTION	Sell Price	MATERIAL		LABOR	
		QTY.	EXTENSION	UNIT	EXTENSION
9C-H4A-3MH-270	\$1,042.65	16	\$16,682.40		
9C-H4A-3MH-180	\$1,042.65	15	\$15,639.75		
15C-H4A-3MH-270	\$1,134.00		\$0.00		
24C-H4A-3MH-270	\$1,323.00		\$0.00		
12C-H4A-4MH-360	\$1,200.15	1	\$1,200.15		
20C-H4A-4MH-360	\$1,323.00		\$0.00		
32C-H4A-4MH-360	\$1,512.00		\$0.00		
H4AMH-AD-CEIL1	\$94.50	20	\$1,890.00		
H4AMH-DC-COVR1	\$60.00	20	\$1,200.00		
H4AMH-DC-CPNL1	\$70.00	20	\$1,400.00		
IRPTZ-MNT-WALL1	\$59.85	12	\$718.20		
H4AMH-AD-PEND1	\$100.80	12	\$1,209.60		
H4AMH-AD-DOME1	\$100.80		\$0.00		
H4AMH-DO-COVR1	\$110.00	12	\$1,320.00		
IRPTZ-MNT-NPTA1	\$34.65		\$0.00		
H4-MT-CRNR1	\$65.00	11	\$715.00		
4.0C-H5M-DC1-IR	\$630.00	3	\$1,890.00		
4.0C-H5M-DO1-IR	\$695.00		\$0.00		
Project Management Hours	\$105.00				\$0.00
Programming / Training Hours	\$95.00				\$0.00
Labor / Installation Hours	\$85.00				\$0.00
Subtotals =			\$43,865.10		\$0.00
GRAND TOTAL =					\$43,865.10

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Policy BEDH-R – Public Participation
at School Board Meetings
Strategic Priority – High-Functioning School Board

RECOMMENDATION

For the Board of Education to adopt a minor revision to Board Policy BEDH-R – Public Participation at School Board Meetings.

BACKGROUND

This Board policy has a minor revision to reflect alignment in verbiage with Board Policies BEDH – Public Participation at School Board Meetings and BEAA – Electronic Participation in School Board Meetings. Board members recommend this change in verbiage.

Board Policy BG – School Board Policy Process states, “Approval of all regulations and exhibits shall require only a single reading and vote of the Board.”

Public Participation at School Board Meetings

Non-agenda items:

Permission may be granted by the Board president to any person in the audience wishing to speak to non-agenda items during the audience participation portion of a Board meeting. The following restrictions shall apply:

1. Individuals need not sign up to speak on non-agenda items.
2. Remarks by an individual shall be timed and limited to three minutes.
3. Total time for audience participation shall be limited to 30 minutes ~~per topic~~ unless extended by a majority vote of the Board of Education. |

Agenda items:

Permission may be granted by the Board president to any person in the audience wishing to speak on any agenda item prior to calling for a vote or ending discussion on the item with the following restrictions:

1. Individuals shall sign up to speak before the topic is discussed indicating the agenda item they wish to address.
2. Remarks by an individual shall be timed and limited to three minutes.
3. Remarks shall be limited to 30 minutes per agenda item unless extended by a majority vote of the Board.

Approved: October 28, 2015

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

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Closure of All District Schools for the Remainder of the
2019/2020 School Year
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the closure of all District schools for the remainder of the 2019/2020 school year to protect students and staff from contracting the COVID-19 virus.

BACKGROUND

This recommendation is based on Colorado Revised Statute 22-32-109 (II) (A) “closing deemed by the Board to be necessary for the health, safety and welfare of the students”. Following the direction of Colorado Governor Jared Polis, it was necessary for the St. Vrain Valley School District to close all District schools for the remainder of the 2019/2020 school year, to protect all students and staff from contracting the COVID-19 virus.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Weld County 6 Educational Costs
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve a blanket purchase order to Weld County for an amount not-to-exceed \$150,000.

BACKGROUND

The St. Vrain Valley School District is legally responsible for paying a portion of educational costs for students who are incarcerated in Weld County. The portion of costs is determined on a per-student cost of all students within Weld County. The approval of this not-to-exceed amount will cover all costs associated with this service through the end of FY20.

Purchases for FY21 will be added to the consolidated Board memorandum for approval of vendors providing purchased services over \$100,000 each year.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Architect Selection for Pool Addition Project
Strategic Priorities – Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the selection of Cuningham Group Architects to provide architectural and engineering services for the Pool Addition Project at Silver Creek High School, for a maximum amount of \$880,000, and an initial contract of \$704,335. 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

The architect review committee reviewed responses to RFQ 2017-037 “Architectural Services for District Projects.” Cuningham Group Architects was selected as the most qualified for the project.

The Agreement includes the design services related to site selection, architectural program development, project development and design, construction administration, and project closeout for an 8-lane pool addition at Silver Creek High School.

The funding for this project was planned for in the 2016 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Extension of Declaration of Local Disaster Emergency
Strategic Priority – Districtwide Safety & Security

RECOMMENDATION

That the Board of Education approve the extension of the Declaration of Local Disaster Emergency, and authorize Joie Siegrist, President of the Board of Education, to sign the proclamation documents.

BACKGROUND

Due to the COVID-19 pandemic, a Declaration of Local Disaster Emergency was signed by the Superintendent, effective March 14, 2020 to March 21, 2020, to allow St. Vrain Valley Schools access to local emergency funds and Federal and State assistance. Further, an extension was enacted to continue the Declaration of Local Disaster Emergency until May 2, 2020. The pandemic has not yet subsided, therefore, it is recommended that the Board of Education approve the extension indefinitely.

EXTENSION OF THE DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, the Novel Coronavirus 2019 (COVID-19) Pandemic is causing widespread human and economic impacts to St. Vrain Valley Schools located in Boulder County, Larimer County, Broomfield County and Weld County, Colorado; and

WHEREAS, the COVID-19 Pandemic is continuing to cause a public health emergency in St. Vrain Valley Schools by generating multiple disruptions and impacts on healthcare infrastructure and continuity of St. Vrain Valley Schools that may cause delays or interrupt capacity to deliver necessary services; and

WHEREAS, on March 18, 2020, the Board President, as principal executive officer of St. Vrain Valley Schools, extended the declaration of a local disaster emergency in St. Vrain Valley Schools for forty-two days ending May 2, 2020 pursuant to §24-33.5-709, C.R.S., to wit, the occurrence of imminent threat of widespread or severe damage, injury or loss of life or property, resulting from the COVID-19 Pandemic requiring emergency action to avert danger or damage; and

WHEREAS, it is appropriate and in the interests of the public health and safety to continue addressing the spread of COVID-19 and subsequent cascading impacts such as economic distress, and would further protect the health and safety of the public, to extend THE DECLARATION OF LOCAL DISASTER EMERGENCY in St. Vrain Valley Schools; and

WHEREAS, the cost and magnitude of responding to and recovery from the impact of the COVID-19 Pandemic is far in excess of St. Vrain Valley School's available resources; and

WHEREAS, extending THE DECLARATION OF LOCAL DISASTER EMERGENCY will assist and permit continued access to local emergency funds, Federal and State assistance, adjustments to policies, procedures, and ordinances to ensure the public's health and welfare; and

WHEREAS, the Board of Education, as the governing board of St. Vrain Valley Schools, is authorized to unilaterally extend THE DECLARATION OF LOCAL DISASTER EMERGENCY pursuant to §24-33.5-709, C.R.S., and to continue the emergency management and operations plans and resolutions of St. Vrain Valley Schools.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. There is hereby declared to be a local disaster emergency in St. Vrain Valley Schools, to wit, the occurrence of imminent threat of widespread or severe damage, injury or loss of life or property, resulting from the COVID-19 Pandemic requiring continued emergency action to avert danger or damage.
2. The effect of this Extension shall be to continue the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

BE IT FURTHER RESOLVED that this EXTENSION OF THE DECLARATION OF LOCAL DISASTER EMERGENCY shall be effective indefinitely until it is rescinded by the St. Vrain Valley School Board of Education.

BE IT FURTHER RESOLVED that true copies shall be promptly filed with the Boulder County Clerk and Recorder and the Colorado Division of Emergency Management, and shall be promptly distributed to the appropriate representatives of the news media.

Signed and effective this 22nd day of April, 2020.

Joie Siegrist
President of the Board of Education
St. Vrain Valley Schools

MEMORANDUM

DATE: April 22, 2020

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of the School to Work Alliance Program Contract
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the contract with the Colorado Department of Education to support funding for the School to Work Alliance Program (SWAP).

BACKGROUND

SWAP is a partnership between the St. Vrain Valley Schools, the Colorado Department of Education, Department of Human Services, and Division of Vocational Rehabilitation. This program supports the development of job seeking, work skills, and employment for students with disabilities ages 15 through 21.

St. Vrain Valley Schools has participated in SWAP for the past 21 years, and has one of the highest closure rates for students seeking, securing, and maintaining employment for students with disabilities in the state. A program coordinator and three specialists are supported through this grant funding. The program is supported and implemented through grant funds only. This year, the contract will be sent electronically the week of May 4th, 2020.