ST. VRAIN VALLEY SCHOOLS
academic excellence by design

NOTICE OF REGULAR MEETING AND AGENDA

March 11, 2026

Jocelyn Gilligan, President, Board of Education
Dr. Jackie Kapushion, Superintendent of Schools

Educational Services Center
395 South Pratt Parkway
Longmont, Colorado 80501

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
- *Meosha Babbs, Member*
- *Jim Berthold, Vice President*
- *Jocelyn Gilligan, President*
- *Sarah Hurianek, Secretary*
- *Geno Lechuga, Assistant Secretary*
- *Hadley Solomon, Member*
- *Jackie Weiss, Treasurer*

PUBLIC COMMENT PROCESS
The Board of Education values community perspectives and the feedback from our parents, teachers, staff and community. During Board Meetings, the Board will hear up to 30 minutes of public comment on non-agenda items and 30 minutes of public comment on agenda-specific items.

- *Each person is limited to three minutes of public comment*
- *The manner of your comments must be appropriate for the business meeting of the board.*
- *If you are speaking to a non-agenda item, you must limit your remarks to matters of public concern about the district.*
- *Concerns about the day-to-day operations of the district should first be referred through the proper administrative channels before it is presented to the board.*

Learn more at http://stvra.in/publiccomment

1. CALL TO ORDER:

6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. VISITORS:

Best Should Teach Award Recipient Recognition

4. AUDIENCE PARTICIPATION:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

6.1. DTS Cybersecurity Report
6.2. Annual Nutrition Services Report

7. CONSENT ITEMS:

7.1. Approval: Staff Terminations/Leaves
7.2. Approval: Staff Appointments
7.3. Approval: Minutes for the February 11, 2026 Regular Meeting, February 18, 2026 Study Session, February 25, 2026 Study Session, and February 25, 2026 Regular Meeting
7.4. Approval: Recommendation to Hire Principal at Frederick High School
7.5. Approval: Recommendation to Hire Principal at Mountain View Elementary School
7.6. Approval: Recommendation to Hire Principal at Elementary School #29
7.7. Approval: Recommendation to Hire Principal at Niwot Elementary School
7.8. Approval: Recommendation to Hire Principal at Spark! Discovery Preschool
7.9. Approval: CDOT Discretionary Aviation Grant Resolution

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7.10. Approval: Fee Adjustment for the Northridge Elementary School Renovation Project

7.11. Approval: Change Order to the Construction Manager/General Contractor (CM/GC) Contract for the Lyons Elementary School Secure Entrance and Remodel Project

7.12. Approval: Change Order to the Design-Builder Contract for the Clover Basin Warehouse Renovation Project

7.13. Approval: Amendment to the Construction Manager/General Contractor (CM/GC) Contract with LSE Builders Group for the Black Rock Elementary School A/V Refresh Project

8. ACTION ITEMS:

9. DISCUSSION ITEMS:

9.1 Board Reports

10. ADJOURNMENT:

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

Wednesday, March 25	5:15 - 5:45 pm Study Session
Wednesday, March 25	6:00 - 8:00 pm Regular Meeting

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: DTS Cybersecurity Report
Strategic Priority – Districtwide Safety and Security

PURPOSE

To provide the Board of Education with a report on districtwide cybersecurity initiatives and departmental updates.

BACKGROUND

District Technology Services (DTS) provides support for students, staff, and the community through the regular support and maintenance of hardware, software, network services, and data systems. DTS employs 60 individuals and 4 P-TECH apprentices who support the students and staff of St. Vrain and the 60,000+ devices they use.

The Information Security team, led by Jonathan Walker, is responsible for ensuring that the district's systems and data remain secure so that teaching, learning and business services can continue uninterrupted. They have recently led the adoption of a new content filtering system, data loss protection service, and other security enhancements that provide a seamless and safe environment.

This team includes a P-TECH apprentice who is responsible for monitoring and assisting in the processes that support cybersecurity district-wide as they continue to work toward certifications and skills to prepare for a career in IT.

DTS is in the process of completing a resiliency project to ensure continuity of the most critical digital services in the event of service disruptions, natural disasters and other unforeseen circumstances. This effort ensures students and staff have uninterrupted access to essential learning, business, and safety resources.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Annual Nutrition Services Report
Strategic Priority – Student and Staff Well-Being

PURPOSE

To provide the Board of Education with an annual report on districtwide nutrition services and departmental updates.

BACKGROUND

The Nutrition Services Department operates one of the largest and most complex support functions within the district, serving more than 3.4 million meals annually through free breakfast, lunch, and afterschool snack programs. Our team of 240 dedicated professionals supports meal service across 54 schools.

In 2022, Colorado voters approved Proposition FF: Healthy School Meals for All (HSMA), which provides free breakfast and lunch to all public-school students beginning in August 2023. Implementation of HSMA significantly expanded access to school meals and eliminated financial barriers for families. As a result, the district experienced an increase of approximately 1 million additional meals served annually, representing substantial growth in both participation and operational demand.

To meet this increased need, the department scaled procurement, production, staffing, and distribution systems while maintaining compliance with federal and state regulations. All meals meet or exceed USDA nutrition standards, emphasizing whole grains, lean proteins, low-fat dairy, and a wide variety of fruits and vegetables.

The expansion under HSMA has strengthened food security for families, increased student participation, and reinforced the district's commitment to equitable access to nutrition as a foundation for student success.

Date	NAME	POSITION	LOCATION	LEAVE OF ABSENCE	SEAPARTION RESIGNATION RETIREMENT
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
2/23/26	Luttrell, Karen	Private Duty Nurse	Student Services		X
	LICENSED				
4/1/26	Adams, Heidi	2nd Grade Teacher	Sanborn ES	X	
3/25/26	Ahlstrom, Claudia	1st Grade Teacher	Legacy ES	X	
5/22/26	Baker, Lesha	Computer Science Teacher	Coal Ridge MS		X
4/9/26	Benner, Samantha	6th Grade Teacher	Mead MS	X	
4/23/26	Campbell, Snowden	ESL Teacher	Student Services	X	
5/22/26	Castro, Kimberley	ESL Teacher	Trail Ridge MS		X
5/22/26	Eiseman, Eric	Math Teacher	Longmont HS		X
5/22/26	Fitzgerald, Amanda	Counselor	Frederick HS		X
5/22/26	Foster, Dana	ESL Teacher	Centennial ES		X
5/6/26	Grevenow, Ruth	Special Education Teacher	Main Street School	X	
5/22/26	Hoodes, Leslie	Special Education Teacher	Coal Ridge MS		X
3/23/26	Klipstein, Jeffrey	Science Teacher	Lyons M/S	X	
5/22/26	Koran, Amber	ECSE Teacher	Fall River ES		X
5/22/26	Knutson, Julie	5th Grade Teacher	Sanborn ES		X
4/15/26	Kraft, Madison	5th Grade Teacher	Soaring Heights PK-8	X	
2/23/26	Kuntz, Leah	Language Arts Teacher	Timberline PK-8	X	
4/16/26	Lingg, Elizabeth	Speech/Language Pathologist	Student Services	X	
3/27/26	Lopez, Darlene	4th Grade Teacher	Thunder Valley PK-8	X	
5/22/26	McKinsey, Brittany	4th Grade Teacher	Erie ES		X
4/1/26	McNiff, Christine	Registered Nurse	Student Services	X	
2/9/26	Parker, Maura	Special Education Teacher	Eagle Crest ES	X	
5/22/26	Peterson Frazier, Kelly	Language Arts Teacher	Frederick HS		X
2/19/26	Poulson, Jesslyn	Foreign Language Teacher	Soaring Heights PK-8	X	
5/22/26	Reid, Matthew	Special Education Teacher	Erie MS		X
5/22/26	Sisk, Margaret	Gifted and Talented Teacher	Erie ES		X
5/22/26	Springston, Brittany	Special Education Teacher	Highlands ES		X
5/22/26	Vail, Stephanie	Math Teacher	Frederick HS		X
	CLASSIFIED				
2/19/26	Alyemeni, Sanaa	Community Schools Manager	Community Schools		X
2/2/26	Arredondo Cuevas, Luis	Roofing Specialist	Operations		X
3/3/26	Arredondo Sardina, Luz	Bus Driver	Transportation		X
2/6/26	Baker, Brooke	Instructional Para	Grand View ES		X
2/4/26	Barela, Angelina	Transportation Special Ed Para	Transportation		X
2/9/26	Barron Crespo, Dyany	Delivery Driver	Nutrition Services		X
2/9/26	Bryant, Fred	Transportation Special Ed Para	Transportation	X	
3/23/26	Bush, Matthew	Campus Supervisor	Innovation Center	X	
3/2/26	Delgado Martinez, Yarelli	Nutrition Services Worker	Nutrition Services	X	
5/22/26	Ellis, Paige	APEX Site Assistant	APEX		X
2/12/26	Fernandez Zapata, Sofia	Child Care Group Leader	Community Schools		X
2/4/26	Frantzen, Zachary	Campus Supervisor	Mead MS		X
3/9/26	Garcala, Zuzana	Principal Secretary	Hygiene ES	X	
2/13/26	Gazdik, Anthony	Warehouse Delivery	Warehouse		X
3/9/26	Geraghty, Colleen	Specialized Program Para	Mead HS	X	
3/3/26	Hall, Donise	Instructional Para	Longmont Estates ES	X	
1/21/26	Hernandez Aguilera, Dulce	Custodian	Custodial Services	X	
5/21/26	Hill, Alyssa	Lab Technician	Rocky Mountain ES		X
2/20/26	Hinojosa, Robert	Custodian	Custodial Services	X	
1/9/26	Holley, Joshua	Custodian - Head Elementary	Custodial Services	X	
1/26/26	Kerr, Ronald	Campus Supervisor	Hygiene ES		X
2/9/26	LaBella, Kimberly	Nutrition Services Worker	Nutrition Services		X
1/12/26	Marquez, Socorro	Registrar	Innovation Center	X	
1/29/26	Miller, Kayla	Transportation Special Ed Para	Transportation		X
5/21/26	Mitravich, Cara	Instructional Para	Soaring Heights PK-8		X
4/13/26	Perez, Blanca	Community Liaison	Indian Peaks ES	X	
2/9/26	Pio-Ramos, Sandra	Bus Driver	Transportation	X	
5/21/26	Quinones Galvan, Melisa	Special Education Para	Thunder Valley K-8		X
3/27/26	Rademacher, Aubry	APEX - Instructor	APEX	X	
3/6/26	Raehal, Sara	Transportation Special Ed Para	Transportation	X	
1/28/26	Rivera, Esli	Specialized Program Para	Longmont Estates ES		X
1/30/26	Santibanez, Noemi	Nutrition Services Worker	Nutrition Services		X
2/11/26	Schnell, Kaitlyn	Nutrition Services Worker	Nutrition Services		X
2/9/26	Waddington Barton, Lisa	Bus Driver	Transportation	X	
2/12/26	Whiting, Linda	Specialized Program Para	Niwot ES	X	

	NAME	POSITION	LOCATION
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL		
	LICENSED		
	CLASSIFIED		
2/24/26	Ayon, David	Roofing Specialist	Maintenance
3/2/26	Bautista, Mariana	Preschool Para	Northridge ES
2/18/26	Bump, Stefan	Bus Driver	Transportation
2/17/26	Carbajal Vilchis, Javier	Delivery	Warehouse
3/4/26	Carlin Martinez, Bryan	Custodian	Custodial Services
2/25/26	Chan Tuz, Leila	Bus Driver	Transportation
2/11/26	Coto Penate, Gerardo	Custodian	Custodial Services
3/2/26	Diaz, Jade	Nutrition Services Worker	Nutrition Services
2/9/26	Dickson, Rachel	Instructional Para	Red Hawk ES
2/25/26	Evans, Eric	Custodian	Custodial Services
2/20/26	Goodemote, Lillian	Specialized Program Para	Alpine ES
3/5/26	Gurule, Sharon	Nutrition Services Worker	Nutrition Services
2/9/26	Gutierrez Gutierrez, Kevin	Custodian	Custodial Services
3/9/26	Hernandez Tovar, Edgar	Help Desk Specialist	District Technology Services
2/17/26	Holt, Travis	Technician - Electrical	Operations
2/23/26	Jaeger, Theodore	Custodian	Custodial Services
2/10/26	Lucile, Lorene	Child Care Director	Community Schools
3/3/26	Lupica, Lisa	Department Clerk	Early Childhood Department
2/25/26	Marcotte, Paul	Bus Driver	Transportation
3/2/26	Martinez, Jessica	Attendance Clerk	Longmont HS
2/20/26	Neufeld, Kayleen	Nutrition Services Worker	Nutrition Services
3/2/26	Quach, Jenny	Nutrition Services Worker	Nutrition Services
2/12/26	Quintana Portillo, Elijah	Custodian	Custodial Services
2/12/26	Ramirez Maldonado, Cinthia	Child Care Director	Community Schools
2/25/26	Ritter, Shelby	Transportation Special Ed Para	Transportation
2/19/26	Roan Hernandez, Melanie	Custodian	Custodial Services
3/2/26	Swift, Steven	Custodian	Custodial Services

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Board of Education Meeting Minutes
Strategic Priority – High Functioning School Board

RECOMMENDATION

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

BACKGROUND

The Board will be asked to approve the minutes from the February 11, 2026 Regular Meeting, February 18, 2026 Study Session, February 25, 2026 Study Session, and the February 25, 2026 Regular Meeting.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Frederick High School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Ashlie Swanson as the Principal of Frederick High School, effective July 1, 2026.

BACKGROUND

Ashlie Swanson brings a depth of educational background to this role. She has a Bachelor's Degree in Communication from the University of Colorado Boulder. Ms. Swanson holds two Masters Degrees: a Masters in Counseling from Colorado Christian University and a Masters in School Counseling from Adams State University. She is also a licensed Counselor and Principal through the Colorado Department of Education. Additionally, Ms. Swanson is currently completing a Doctoral Program at the University of Colorado Denver in Leadership for Educational Equity.

Ashlie Swanson has been a longstanding employee of St. Vrain Valley Schools since 2015. She is in her third year serving as Assistant Principal of Frederick High School. Previously, she served as Dean in the same building for two years. Other positions held include Principal for summer school programs, E-Learning Coordinator, Mental Health and Wellness Counselor, and Intervention Teacher culminating over 7 more years of experience.

Ms. Swanson has established and fostered strategic partnerships with higher education and industry leaders such as: Aims Community College, Agilent, Umoja, Corden, and AGC Bio Pharmaceutical Companies to expand student opportunities and real world pathways at Frederick High School.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Mountain View Elementary School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Shannon West as the Principal of Mountain View Elementary School, effective July 1, 2026.

BACKGROUND

Shannon West graduated from Northwestern University with a Bachelor of Arts Degree in Environmental Science. She went on to receive a Master's Degree in Elementary Education from University of Colorado, Boulder. Additionally, Shannon obtained her School Administrator Certification from Regis University in Denver and completed a Principal Fellowship through Relay Graduate School of Education in New York.

Ms. West brings over 25 years of experience in education. She began her career as a fourth grade teacher at Malley Drive Elementary in Northglenn, Colorado. Since then, she has since taught fifth grade, worked as a classroom teacher in a STEM lab, served as an instructional coach, and currently serves as principal of Thornton Elementary.

Prior to her career in education, Ms. West served as an NCAA Division 1 Head Coach for field hockey in St. Louis, Missouri. She also participated in a STEM summer program in Beijing, China, where she developed curriculum and taught intensive courses in chemistry, physics and engineering. Additionally, Shannon taught English and sustainable development practices in rural communities of Guanajuato, Mexico, and supported teachers and students in Masaka, Uganda.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Elementary School #29
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Andrew Moore as the Principal of Elementary School #29, effective July 1, 2026.

BACKGROUND

Andrew Moore graduated from St. Edwards University in Austin, Texas with a Bachelor's Degree in English Literature. He continued his education at Colorado College where he earned his Master's Degree in Teaching in the area of Elementary Education. His Principal Licensure program was completed through the University of Phoenix.

Mr. Moore has been a longstanding employee since 2013. He is in his thirteenth year as Principal at Lyons Elementary School. He also previously was a Principal at Flagstaff Academy PK-8 for five years. His teaching experience of over ten years includes: Elementary Teacher, Elementary and Middle School Intervention Specialist and Math Instructor for advanced students, Literacy Intervention Teacher, Dual-Immersion Primary Teacher, Outdoor Education Program Director and Curriculum Developer.

Andrew Moore serves as mentor to principals new to our district and state through SVVSD as well as the Colorado Association of School Executives (CASE). He volunteers with local organizations that have supported positive community partnerships, such as the Lyons Housing and Human Services Commission and serves as a board member of the Lyons Redstone Museum. Recently, Andrew was a finalist for Elementary Principal of the Year through the Colorado Association of Elementary School Principals (CAESP).

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Niwot Elementary School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Amie McElroy as the Principal of Niwot Elementary School, effective July 1, 2026.

BACKGROUND

Amie McElroy graduated from Metropolitan State College of Denver with a Bachelor's Degree in Biology and completed her teacher licensure program. She continued her education at University of Colorado Denver where she earned a Master's Degree in Leadership of Educational Organizations and completed a principal preparation program.

Ms. McElroy has a depth of experience in the area of STEM. Her background as an educator began in 2008 as a secondary science teacher at Columbine High School for twelve years. Afterwards, she began her journey into school leadership roles, serving as a K-8 Dean at STEM School Highlands Ranch, and Ms. McElroy is currently in her fourth year as Elementary Principal at the STEM School in Douglas County.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Principal at Spark! Discovery Preschool
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Stacey Horton as the Principal of Spark! Discovery Preschool, effective July 1, 2026.

BACKGROUND

Stacey Horton graduated from Arizona State University with a Bachelor of Arts Degree in Elementary Education, along with teaching credentials. She earned a Master's Degree in Education from Northern Arizona University, then completed a graduate certificate principal program in Educational Leadership from Colorado State University Global.

Ms. Horton has a strong background in early childhood education. Her primary teaching experience spans 21 years; including teaching first grade out of state, owning and facilitating her own local preschool for over twelve years, and served as a Kindergarten teacher in our district for seven years. She is in her second year as Dean of Students at Highlands Elementary and Grand View Elementary.

Stacey Horton also brings experience in preschool program development, instructional coaching, and designing programs for inclusive learning environments for all students.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of CDOT Discretionary Aviation Grant Resolution
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approves the resolution awarding the Innovation Center of St. Vrain Valley Schools a Colorado Department of Transportation Aviation Education Grant of $55,000 for the purchase of an FAA-certified Advanced Aviation Training Device (AATD).

BACKGROUND

Requested funds will be used to purchase a new FAA-certified Advanced Aviation Training Device (AATD) with instrument rating logging capability to replace the Innovation Center's aeronautic program's aging unit. The simulator will primarily support Private Pilot Ground School, Aviation Meteorology, and the new Advanced Flight experience, integrating structured simulator-based instruction into credit-bearing coursework. It will also be available to students enrolled in introductory-level courses.

The AATD will restore the program’s ability to provide FAA-allowable, loggable simulator time and significantly reduce the financial burden of required pilot training for students. The FAA allows up to 20 hours of instrument training to be logged in an AATD. At an estimated $200 per hour for aircraft and instructor time, this amounts to approximately $104,000 in required training cost avoidance per year.

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport or eligible education program entity as detailed in the Division's Aviation Education and Workforce Development Grant Program Manual ("the Manual") in the state may file an application for and be recipient of a grant to be used solely for aviation/aviation education purposes. The Division is authorized to assist such eligible entities and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation education purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Manual and the Grant Reporting Requirements attached hereto as Exhibit B for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as Exhibit A and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **St. Vrain Valley School District RE-1J,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **St. Vrain Valley School District RE-1J** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances as shown in Exhibit B, Table 1.

FURTHER BE IT RESOLVED:

That the **St. Vrain Valley School District RE-1J** hereby designates **Axel Reitzig** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **St. Vrain Valley School District RE-1J** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **St. Vrain Valley School District RE-1J** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

Exhibit A, Discretionary Aviation Grant Application/Statement of Work

Colorado Division of Aeronautics

APPLICANT INFORMATION

Applicant Sponsor:

St. Vrain Valley School District RE-1J

Airport/Education Entity:

Innovation Center of St. Vrain Valley Schools

Identifier:

SVV

Mailing Address:

33 Quail Road Longmont CO 80501

Email Address:

reitzig_axel@svvsd.org

Phone Number:

(303) 775-1962

GRANT DETAILS

Grant Name: 26-SVV-E01

Project Director: Axel Reitzig

Terms

Execution Date:

The Effective Date

Expiration Date:

March 1, 2028

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$55,000.00
Local Cash:	$6,112.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$0.00
Total Project Funding:	**$61,112.00**

PROJECT SUMMARY & BUDGET

The Innovation Center of St. Vrain Valley Schools provides hands-on, career-connected aviation and aerospace education through its Aeronautics Program. Instruction includes aviation fundamentals, UAS operations, aeronautical engineering and design, pilot training concepts, aviation meteorology, navigation, regulations, and aviation safety. The program includes two aligned pathways: a UAS pathway and a pilot pathway. Grade levels served: The program serves grades K–12 overall through camps, project teams, and coursework. Semester-long courses serve grades 9–12, camps serve grades K–8, and project teams serve grades 9–12. Curriculum used: Coursework is aligned to FAA standards and industry expectations. The pilot pathway includes Private Pilot Ground School and Aviation Meteorology, both offered as concurrent enrollment courses in partnership with Aims Community College. Courses prepare students for FAA examinations and postsecondary aviation programs. The UAS pathway prepares students for FAA Part 107 Remote Pilot certification and includes real-world client projects through Innovation Center project teams. Demographic reach: St. Vrain Valley Schools serves approximately 33,000 students across a four-county region in northern Colorado. Approximately 35% of students qualify for free or reduced-price lunch and approximately 40% identify as Black, Indigenous, or People of Color (BIPOC). The Innovation Center's student population mirrors district demographics, and all programming is offered free of charge, expanding access to aviation and aerospace careers that are traditionally cost-prohibitive.

ELEMENT DESCRIPTION	STATE FUNDING	STATE %	LOCAL FUNDING	LOCAL %	FEDERAL FUNDING	FED %	TOTAL
A.	$55,000	Up to 90.00	$6,112	10.00		0.00	$61,112
TOTALS	**$55,000**		**$6,112**		**$0**		**$61,112**

Exhibit "B"
GRANT REPORTING REQUIREMENTS

Program success will be measured using the following metrics: Purchase and delivery of a new FAA-certified AATD - Number of students enrolled in courses requiring simulator access - Total number of simulator-supported instructional hours delivered annually - Number of students logging FAA-allowable instrument training time - Total logged simulator hours per academic year - FAA exam participation and passage rates where applicable - Enrollment growth in the pilot pathway following implementation of the Advanced Flight course - Annual dollar value of student cost savings attributable to simulator access

Exhibit "C"

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

State Controller Policy

Effective Date:10/12/2023; Revised 3/27/2025

Approved by: Robert Jaros, CPA, MBA, JD, Colorado State Controller

1. Background

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

2. Available Model Small Dollar Grant Awards

The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

A. Financial System Generated Small Dollar Grant Awards. This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
B. Other Approved Forms. A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
C. Backup Forms. If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

3. Modifications of Model Small Dollar Grant Awards

A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

A. Exception. The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
B. Unauthorized Modifications. Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified

the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

4. Small Dollar Grant Award Exhibits and References

All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

A. Additional information technology provisions required by OIT.
B. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
C. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.

5. State of Colorado Small Dollar Grant Award Terms and Conditions

A. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any counter-offer automatically cancels this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
B. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement,

the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

C. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

D. Definitions. The following terms shall be construed and interpreted as follows: (a) "Award" means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) "Grantee" means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (m) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

E. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

F. Rights to Materials. [Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

G. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

H. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision- making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

I. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's

obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

J. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

K. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

L. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

N. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct

or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

O. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

P. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

Q. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

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

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

T. Survival of Certain Agreement Terms. Any provision of this 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 shall be enforceable by the other party.

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

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

W. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

X. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

Y. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

Z. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

AA. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.

BB. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

CC. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

DD. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

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

FF. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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

HH. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

JJ. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement 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 or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

KK. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

LL. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

MM. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.4), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), in in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with ▫ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

6. Addendum 1:

Additional Terms & Conditions for Information Technology IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) "State Confidential Information" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) "State Fiscal Rules" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) "State Records" means any and all State data, information, and records, regardless of physical form; (j) "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) "Work Product" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research,

reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at OIT Technical Standards and Policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements

and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State

Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form or PII Entity Certification Form on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not

compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at OIT Policies webpage. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment for the Northridge Elementary School Renovation Project
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Fee Adjustment #1 for $536,085 to the Architectural Services Agreement with RB+B Architects for the Northridge Elementary School Renovation Project for a total contract value of $626,700. Further, the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Fee Adjustment includes additional design/engineering for interior reconfiguration to improve program efficiencies, a classroom addition for planning considerations, and playground and site improvements.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over $99,999 must have Board approval.

Original Agreement Amount (a)	$ 90,615.00
Previous Fee Adjustment (b)	$ 0.00
Current Fee Adjustment (c)	$ 536,085.00
Total changes (previous + current) (d)	$ 536,085.00
New contract amount (e)	$ 626,700.00

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to the Construction Manager/General Contractor (CM/GC) Contract for the Lyons Elementary School Secure Entrance and Remodel Project
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order #1 for $2,200,000 to the Construction Manager/General Contractor (CM/GC) contract with FCI Constructors, Inc., for the Lyons Elementary School Secure Entrance and Remodel Project for an increased total contract value of $8,300,000. 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 the structural reinforcement work on the 4th Avenue Building to complete the roof replacement and installation of the new fire suppression system.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over $99,999 must have Board approval.

Original Agreement Amount (a)	$ 5,949,776
Previous change orders (b)	$ 0
Current change order (c)	$ 2,200,000
Total changes (previous + current) (d)	$ 2,200,000
New contract amount (e)	$ 8,149,776

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to the Design-Builder Contract for the Clover Basin Warehouse Renovation Project
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve Change Order #3 for $215,915 to the Design-Builder contract with PCL Construction Services, Inc., for the Clover Basin Warehouse Renovation Project for a new contract value of $4,007,533. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This change order is to modify the new storage racking design and replace an existing electrical panel.

Funding for the project is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over $99,999 must have Board approval.

Original Agreement Amount (a)	$ 77,410
Previous change orders (b)	$3,714,208
Current change order (c)	$ 215,915
Total changes (previous + current) (d)	$3,930,123
New contract amount (e)	$4,007,533

MEMORANDUM

DATE: March 11, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Amendment to the Construction Manager/General Contractor (CM/GC) Contract with LSE Builders Group for the Black Rock Elementary School A/V Refresh Project
Strategic Priority - Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the Amendment to the Construction Manager/General Contractor (CM/GC) contract with LSE Builders Group for the Black Rock Elementary School A/V Refresh Project for an amount of $292,169, and a total contract value of $325,000. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The purpose of this project is to align classroom Audio-Visual systems with new district standards. The new standard includes installation of interactive panels on the teaching wall, eliminating complex controls associated with projector systems, and reduces life cycle costs compared to the current systems being used.

The CM/GC review committee reviewed responses to RFQ 2025-016. LSE Builders Group was selected as the most qualified for this project by experience and the ability to meet the 2026 summer schedule.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over $99,999 must have Board approval.