

Board of Education

Mesa County Valley School District 51

Board Special Meeting Minutes

July 28, 2020

Board Special Meeting Minutes

A - Doug Levinson
 B - Paul Pitton
 C - Trish Mahre
 D - Tom Parrish
 E - Amy Davis

Board of Education
Mesa County Valley School District 51
Board Special Meeting: July 28, 2020
Adopted: August 18, 2020

	A	B	C	D	E		ACTION
						AGENDA ITEMS	
Present	x	x	x	x	x	BOARD SPECIAL MEETING	6:00 p.m.
Absent						<p>1. School Start-up Process Review, Superintendent Sirko</p> <ul style="list-style-type: none"> ➤ Dr. Diana Sirko, Superintendent, and Dr. Brian Hill, Assistant Superintendent, presented the Phase I School Reopening Plan for in-person learning. The plan focuses on safety protocols and framework for elementary, middle and high schools to reopen with respects to COVID-19 restrictions and protections. The plan was created using guidance from the Centers for Disease Control and Prevention, the U.S. Department of Education, the American Academy of Pediatrics, the Colorado Department of Education, the Colorado Department of Public Health and Environment and the Mesa County Health Department. Also included for consideration in creating the plan, was feedback from staff and family surveys, input from District administration and recommendations from the Input/Reopening Task Force. Data from over 6,000 parent surveys showed 70% of parents were likely to, or would be, sending their students back to school for in-person learning. The staff survey showed the majority of teachers favored returning to in-person learning. The twenty-seven member task force was comprised of representatives from the Mesa Valley Education Association, District 51 School Board of Education, District 51 administration, Mesa County Health Department, local health professionals, parents, community members and teachers. The task force will continue to meet to develop next steps as the plan evolves and schools move through the next phase(s). Phase I of the plan emphasizes the need for students to remain in cohorts as much as possible, for staff and students to practice social distancing, frequent and thorough handwashing, the wearing of facial coverings, staying at home if ill and eliminating congested hallways by staggering passing periods, using backpacks instead of lockers and/or assigning one way trafficking. The safety of students and staff remain the main priority and no schools will be allowed to open without having the recommended amount of Personal Protective Equipment (PPE), such as facemasks, adequate hand washing areas and cleaning supplies. ➤ Mrs. Tanya Marvin, Nursing Coordinator reviewed the steps students and staff will be taking in monitoring COVID-19 symptoms. Daily symptom checks will be required for both students and staff. The District is hiring additional health assistants to assist in monitoring symptom checks for students, data entry and cleaning. Mrs. Marvin presented a flowchart outlining guidelines, should a student or staff member exhibit symptoms of or test positive for COVID-19. ➤ Dr. Sirko, Dr. Hill and Mrs. Marvin answered questions from the Board noting: <ul style="list-style-type: none"> • Teachers will be surveyed to determine which teachers are planning to return to buildings and which teachers have medical needs to necessitate online teaching. Teachers needing to teach remotely will not lose their building positions. • Area directors will be responsible for overseeing compliance at school buildings. 	

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- Principals will be working with District personnel and using the Multi-Tiered Support System (MTSS) to correct non-compliant behaviors of students on the bus or at school.
- Staff will be working with students who are unable to wear a mask, due to medical conditions, to find other accommodations such as face shields.
- Band, orchestra and choir classes are allowed with some restriction and accommodations, such as special masks designed to allow students to play an instrument and/or cover the instrument.
- An athletic committee is meeting weekly to develop guidelines necessary to accommodate sports. The committee is working closely with the Colorado High School Athletics Association (CHSAA). At this time, the only sport approved to resume is golf.
- If the District needs to return to remote learning, additional Chromebooks are ordered and additional internet access is being procured.

2. Audience Comments

- Nova Tucker, Grand Junction, 81504
 Ms. Tucker noted her son was unable to graduate and walk with his class this summer because he was missing one-half of a credit. She had several questions she would like answered. She questioned: What about masks and those students who need to read lips? What about extra help for students with Individual Education Plans or 504 Plans? What about starting school after Labor Day and eliminating days off throughout the year? What about students who attend Western Colorado Community College? What about students who falsely claim to have symptoms to scare others or as an excuse to miss school?
- Dane Murphy, Grand Junction, 81507
 Mr. Murphy commented on the need for accountability to start at home. He noted more money has been given to the education system but education is not moving forward. Districts need to make sure the money they receive is wisely spent. Students' skills in literacy are poor and students are now relying on computers for math instead of learning math. He feels teachers need to teach history without interjecting political views. He believes students are watching CNN and then teachers are bashing the president under the umbrella of teaching current affairs. Teachers need to be teaching about history and events in history such as the holocaust and the full life of George Washington, not just that he was a slave owner. The District needs to be offering courses in the arts and trades since not all students attend college.
- Tracy Seremak, Grand Junction, 81504
 Ms. Seremak, Speech and Debate and math teacher at Palisade High School and secretary of the educators' union, displayed a stack of emails, noting the stack contained approximately 500 emails. The emails, many of which were anonymous, were from teachers. She requested District administration listen to and respect the needs and safety of the teachers. She feels it will be safe to resume K-12 in-person learning as long as students and staff follow strict and rigid guidelines. She recommended the precautions noted in the Harvard Global Health Institute Guidance Document.

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- Garrett Pierce, Grand Junction, 81504
 Mr. Pierce, a science teacher at Mt. Garfield Middle School, shared he was diagnosed with leukemia. He would like to return to the classroom but is fearful, due to his health. He questioned who is going to be cleaning the classrooms between class periods and who is going to police the masks? With the remote learning at the end of last year, those students who wanted to learn were engaged, but other students did nothing. He feels the District's plan is political and mimics the Center for Disease Control and Prevention's Plan.
- Sandra Dorr, Grand Junction 81507
- Ms. Dorr, a former teacher and writer expressed the need for students to use writing as a means to express themselves and focus their creative energy. She would like the District to be more flexible in implementing curriculum. Students need to learn literature and poetry. Ms. Dorr offers tutoring to students and she shared her website address for people to see the service and supports she has to offer.
- Peg Oswald, Grand Junction, 81503
- Ms. Oswald was a teacher for twenty years, has been retired for twenty years and has a grandchild in school. She is concerned with the amount of work teachers are required to do and teachers' voices not being heard.
- Sasha Dalton, Grand Junction, 81505
 Sasha, a senior at Palisade High School, thanked the administration for presenting the plan. She had to have open-heart surgery and worries about herself contracting COVID-19 along with other students who have allergies or other underlying health conditions. She does not feel students and staff will be safe returning to school if COVID-19 cases are going up in Mesa County. She noted some classrooms are too crowded to practice social distancing, and schools will not have the ability to enforce social distancing during passing periods and lunch.
- Nick Allan, Grand Junction, 81503
 Mr. Allan talked about leadership. To be a good leader one must tell the people what they need to know not what they want to hear. He reference the story of the Emperor's New Clothes. He does not feel the District is ready for schools to reopen and anticipates schools having to reclose because they are not prepared. He feels the District should be focusing their efforts on improving remote learning, since things did not go well when schools transitioned in the spring, and he anticipates having to return to remote learning.
- Tim Couch, Grand Junction 81503
 Mr. Couch, Vice President of the Mesa Valley Education Association and a science teacher, related information from an article in the Journal of American Medical Association and the need to base decisions on science and not politics. The article reported on how COVID-19 is affecting some people who do not have underlying health factors and how people may suffer additional health problems years down the road. The plan presented by administration may be a good plan but it is not a complete plan. He would like to see specific plans for each individual school. He would like the District to weigh all the risk factors in opening schools prematurely, such as staff health and having to move back to remote learning.

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- Steven Pierce, Grand Junction, 81504
Steven, a third grade student at Pomona Elementary School, would like to go back to school but only if it feels safe. He spoke of attending summer camp and playing with his neighbors this summer.
- Lisa Casto, Whitewater, 81527
Ms. Cast does not support students wearing mask. She has read studies which indicate wearing masks for long periods of time is not healthy. She would like the District to waive the mask restrictions.
- Sophia Hanson, Fruita, 81521
Ms. Hanson has a disabled son who attends Fruita Monument High School. Remote learning was a nightmare for her son. She questioned if she registers her son for online learning how will his physical, occupational and speech therapy needs be met?
- Daniel Haas, Grand Junction 81507
Mr. Haas, educator, coach and child of two educators, values in-person learning but values life more. He questioned if there will be a significant rise in COVID-19 cases when college students return and if K-12 grade students go back to school. He fears there will be a rise in the death rate amongst school employees like custodial workers, coaches and teachers. He understands the need for in-person learning in order for students to learn social skills, but the need is not worth the risk of someone dying.
- Tammy Behrman, Grand Junction, 81506
Ms. Behrman a teacher at West Middle School and Grand Junction High School, is concerned with the dangers associated with students wearing masks eight hours per day. She believes healthy people should not be wearing masks and adults do not need to be concerned with being in close contact with children. COVID-19 is a virus and wearing a mask will not prevent the spread of the virus. She also noted the virus does not live for more than a brief time on surfaces. She reported there is no difference in countries where masks are required vs where they are not required. Health care workers are wearing masks and they are still getting sick.
- Sabrina Jackman, Grand Junction 81506
Ms. Jackman, a seventh grade language arts teacher at West Middle School, realizes this is uncharted territory with many variables. She feels those making the decisions have been removed from the classroom for too many years. She fears there is no way to keep students or herself safe and no way of preventing people from taking the virus home to parents and grandparents. Teachers have not been given a clear plan for classroom safety and students, whose parents do not encourage wearing a mask and who will not comply with the rules. There will also be other students who will think it is funny to cough on people. As a teacher, she does not want virtual learning, but the risks of people dying from in-person learning are too great, especially with COVID-19 rates going up.
- Kevin LaDuke, Grand Junction, 81507
Mr. LaDuke has been teaching for thirty years and is currently a sixth grade teacher at Orchard Mesa Middle School. He feels teachers were never given a voice in the decision-making process regarding returning to in-person learning. Teachers should have been the first people the administration requested

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information from. When the District moved to remote learning, he believes teachers were the one group that picked up the pieces and put remote learning in place. Mandates and instructions are coming from people who are not in the classroom. District 51 teachers are some of the hardest workers and they deserve respect and to have their voice heard.

- Scott Beiffuss, Grand Junction, 81507
 Mr. Beiffuss has been a resident of Grand Junction for thirty-five years and worked in the District for twenty-six years. He is concerned about the health of teachers and of the community. COVID-19 is a public health pandemic, of which the District cannot handle. Many of the District teachers are older and people who are close to 65 have underlying health conditions. He asked, if at such time as all the teaching positions are filled for the online program will the remaining teachers be required to return to the classroom or quit their job? Teachers should not have to clean their classroom or take care of sick students.
- Cindy Ficklin, Grand Junction, 81505
 Ms. Ficklin currently sells real estate but previously was a teacher and administrator. She has a fifteen year-old son. She noted the Grand Valley has had COVID-19 cases for five months and has experienced only one death. She is in favor of the District reopening school, and she is willing to come back as a substitute teacher if needed, because she is not afraid of a less than 1% death rate. She is not in favor of requiring masks. Wearing a mask for eight hours will make people sick and can cause dizziness and fatigue. Students who are bullied would not be able to identify the bully with face coverings and students who are speech impaired and need to be able to read lips will have difficulties in communicating.
- Angele Oney, Fruita, 81521
 Ms. Oney agreed with Ms. Ficklin. Ms. Oney has four children, one who has graduated and is in the Coast Guard, a twelve year-old, a ten year-old and an eight year-old. For her family, the decision to return to school or attend online will be made by the children. Her profession requires her to wear a mask twelve hours per day. She would like to see us work together as a community. She would like to see more money going to schools and less money spent on standardized testing. It is going to be hard to return to normal in-person learning. She appreciates that the District has made accommodation so those who are comfortable returning to school can and those who are not comfortable can do online learning.
- Kerry Hicks, Palisade, 81526
 Ms. Hicks, a teacher with the District, would like to return to in-person learning as the remote learning did not work well for her or her students. Ms. Hicks has a son who is in high school and she is hoping the Colorado High School Athletics Association (CHSAA) will allow the return of sports. She would like more updates from the Athletics Directors. If CHSAA puts a moratorium on travel, she would like to see the area high schools still compete against each other.
- David Ronco, Fruita, 81521
 Mr. Ronco has two students in the District. He works for Pepsi and is considered an essential worker just like grocery store workers. He feels teachers should be classified as essential workers.

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						<ul style="list-style-type: none"> ➤ James Williams, Fruita, 81521 Mr. Williams served on the Input/Reopening Task Force. He noted 98% of the issues audience members have been questioning and commenting about were discussed at the Task Force meetings. People have the option to have their students learn remotely through the online program or have them return to in-person learning. The District is preparing to quickly return to remote learning should there be a need. Should a student get sick while at school there will be a place for them to go away from other students until parents can pick them up. He stressed there was teacher representation on the Task Force including four members from the teachers' association and two additional teachers and every member on the Task Force agreed with the plan. ➤ Barbara Michel, Grand Junction, 81503 Ms. Michel, a parent of four students, one who graduated and three still in school, requested the administration work with the teachers to develop a more detailed plan. She worked as aide in a special education classroom for seven years with students she feels cannot wear a mask. She feels teachers need more compensation and better recognition and the District needs a different plan before reopening. ➤ Mr. Stephen Simpsen, Grand Junction Mr. Simpsen, a Palisade High School teacher, expressed a desire to return to in-person leaning but feels the District is not fully ready to resume in-person leaning. He fears once in-person learning resumes students will be forced to return to remote learning and going back and forth from in-person to remote is not good for students. ➤ Mr. Dylan Blont, Grand Junction Mr. Blont earned a bachelor degree in history and has been working as a substitute teacher with the District for the past year and half. He also works with under privileged students through the Riverside Education Center. He requested the administration listen to the voices of teachers who are recommending postponing the start of school until the plan can be fully flushed out. <p style="text-align: center;">[Recess 9:10 p.m. Resume Meeting 9:21 p.m.]</p> <p><u>BUSINESS MEETING</u></p>	
Present	x	x	x	x	x	A. Call to Order/Roll Call	8:40 p.m.
Absent							
Motion					x	B. Agenda Approval	Adopted
Second	x						
Aye	x	x	x	x	x		
No							
						C. Independent Academy Update, Ms. Lisa Gonsalves and Ms. Kati Bennett	
						<ul style="list-style-type: none"> ➤ Ms. Gonsalves and Ms. Bennett were not present at the meeting. Mr. Phil Onofrio, Chief Operations Officer, requested the Board to pass a resolution to allow Independence Academy to secure bonds to add on an addition to their building. There would be no liability to the District as the state will withhold 	

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Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	<p>payments from Independence Academy's per pupil revenue.</p> <p>➤ Mr. Levinson motioned to adopt a resolution for the Director of Finance to act on behalf of the Board to sign off on bonds for Independence Academy.</p>	Adopted
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	<p>D. Resolution to Participate in Interest-Free Loan Program [Resolution: 20/21: 01]</p> <p>➤ Mr. Onofrio reported he does not anticipate the need for the District to acquire an Interest Free Loan Program with the state, but the District normally submits the paperwork in case the need arises.</p>	Adopted
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	<p>E. Personnel Actions</p> <p>E.1. Administrative Personnel Action [Resolution: 20/21: 03]</p> <p>E-2. Administrative New Hires [Resolution: 20/21: 02]</p>	Adopted
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	<p>F. Adjournment 9:33</p> <p style="text-align: right;"><u>Bridget Story, Assistant Secretary</u> Board of Education</p>	Adjourn



Resolution: 20/21: 01
Adopted: July 28, 2020

CERTIFIED RECORD

OF

PROCEEDINGS OF

THE BOARD OF EDUCATION OF

Mesa County Valley School District 51

RELATING TO A RESOLUTION

AUTHORIZING THE DISTRICT'S PARTICIPATION IN THE

STATE TREASURER'S

INTEREST-FREE LOAN PROGRAM

FOR COLORADO SCHOOL DISTRICTS

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EXHIBIT A FORM OF DISTRICT NOTE
EXHIBIT B PROJECTED CASH FLOW FOR DISTRICT FOR FISCAL YEAR 2020-21

**State of Colorado
Interest-Free Loan Program
School District Local Proceedings Certificate**

Mesa County Valley School District 51

As the Secretary or Assistant Secretary of the Board of Education of the above-referenced School District (the "District"), I do hereby certify that:

1. Attached is a true and correct copy of a resolution (the "Resolution") adopted by the Board of Education (the "Board") of the District at a regular or special meeting held on the date indicated on the signature page to the Resolution. The Resolution authorizes the participation by the District in the Colorado State Treasurer's Interest-Free Loan Program for the District's fiscal year 2020-21.

2. Such meeting was duly noticed and all proceedings relating to the adoption of the Resolution were conducted in accordance with all applicable bylaws, rules and resolutions of the District, in accordance with the normal procedures of the District relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado.

3. The Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

<u>Board Member</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstaining</u>
Doug Levinson	_____	_____	_____	_____
John Williams	_____	_____	_____	_____
Tom Parrish	_____	_____	_____	_____
Paul Pitton	_____	_____	_____	_____
Amy L Davis	_____	_____	_____	_____

4. The Resolution was duly approved by the Board, signed by the President or Vice President of the Board, sealed with the District's seal, attested by the Secretary or Assistant Secretary of the Board and recorded in the minutes of the Board.

5. The above certifications are being made by me in my official capacity as the Secretary or Assistant Secretary of the District, as evidenced by my signature this ____ day of _____ 2020.

By _____
[sign above] as Secretary or Assistant Secretary

Printed Name _____
[print the name of the person signing above]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARTICIPATION BY THE DISTRICT IN THE STATE TREASURER'S INTEREST-FREE LOAN PROGRAM FOR COLORADO SCHOOL DISTRICTS AND BORROWING UNDER SUCH PROGRAM IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$ 18,000,000 ; ESTABLISHING THE TERMS AND PROVISIONS OF LOANS TO THE DISTRICT PURSUANT TO SUCH PROGRAM; PROVIDING FOR THE PAYMENT OF AND SECURITY FOR SUCH LOANS; AND AUTHORIZING THE EXECUTION, DELIVERY AND ACCEPTANCE OF DOCUMENTS IN CONNECTION WITH THE LOANS.

WHEREAS, this District is a school district, political subdivision and body corporate, duly organized and existing under the laws of the State (capitalized terms in these preambles shall have the meanings set forth in Section 1.02 of this Resolution, except as otherwise indicated); and

WHEREAS, the District expects to receive Taxes and other revenues for Fiscal Year 2020-21 that are to be credited to the General Fund of the District; and

WHEREAS, the District has estimated the anticipated Taxes and other revenues to be credited to the General Fund and the budgeted expenditures to be made from the General Fund in Fiscal Year 2020-21 and has concluded that cash flow management problems will occur during such period because the Taxes will not be received in time to pay the District's projected budgeted expenses; and

WHEREAS, pursuant to the Loan Program Statutes and upon approval of an application to participate, the State Treasurer is to make available to State school districts in any month of the budget year interest-free loans from the proceeds of Loan Program Notes to alleviate cash flow deficits; and

WHEREAS, no Loan can be made to the District unless the District has demonstrated, through the submission of actual or projected financial or budgetary statements required by the State Treasurer, that a General Fund cash deficit will exist for the month in which the Loan is to be made and that the District has the ability to repay the Loan by Friday, June 25, 2021; and

WHEREAS, in order to receive an interest-free Loan, the Chief Financial Officer of the District and the District Superintendent must present a request to the Board of Education to participate in the Loan Program and to have Loan Program Notes issued on its behalf, and the Board must approve or disapprove, by majority vote, the participation of the District in the Loan Program; and

WHEREAS, upon approval by the Board, the Authorized Officers must certify to the State Treasurer the aggregate amount of Loan Program Notes which are to be issued by the State Treasurer on behalf of the District and thereafter, the Board is not required to give approval for an interest-free Loan made from proceeds of the Loan Program Notes up to the Maximum Principal Amount; and

WHEREAS, the Board has found and determined that participating in the Loan Program is in the best interests of the District and its residents to alleviate its cash flow deficits, and that the District should become a Participant under the Loan Program;

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF EDUCATION, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Incorporation of Preambles. The preambles hereto are incorporated herein for all purposes.

Section 1.02. Definitions. The following terms shall have the following meanings unless the text expressly or by necessary implication requires otherwise:

“*Authorized Officers*” means the Superintendent of the District and the Chief Financial Officer of the District.

“*Board*” means the Board of Education of the District.

“*Business Day*” means any day on which financial institutions are open for business in the State.

“*Closing Date*” means the first date on which there is issued a series of Loan Program Notes, a portion of the proceeds of which are to be used to fund the Loans, or such later date as may be agreed to by the State Treasurer.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time, including all applicable regulations (final, temporary and proposed), rulings and decisions.

“*County Treasurer*” means the treasurer of each county of the State in which the District imposes Taxes.

“*Default*” means an event, act or occurrence which with notice or lapse of time, or both, would become an Event of Default hereunder.

“*Default Rate*” means the interest rate, or the weighted average interest rate, paid by the State Treasurer on the Loan Program Notes.

“*Default Taxes*” means ad valorem taxes on real and personal property received or to be received by the District after the Maturity Date that are required to be credited to the General Fund and that are available for payment of the Defaulted Note pursuant to Section 22-54-110(2)(c) of the Colorado Revised Statutes.

“*Defaulted Note*” means the District Note to the extent any of the Principal Amount remains unpaid on the Maturity Date.

“*District*” means the school district of the State of Colorado identified as such on the signature page hereof and its successors by operation of law.

“*District Disclosure Document*” means a document or set of documents, including any attachments, exhibits, addenda, supplements or amendments thereto, setting forth, among other matters, financial information regarding the District and information relating to this Resolution and the District’s obligations hereunder, but, for the purposes of this Resolution, does not include financial information regarding any other Participant or information relating to any other Participant’s obligations.

“*District Note*” means the note issued by the District under this Resolution to evidence the obligation of the District to repay the Loans, which note shall not exceed the Maximum Principal Amount. References herein to the District Note shall include the Defaulted Note unless the context expressly or by necessary implication indicates otherwise.

“*Draw Down Dates*” means, for each month, the seventh, seventeenth, and twenty-seventh day of such month, or such other day as may be mutually agreed to in writing by one of the Authorized Officers and the State Treasurer. If any of such days are not a Business Day, the Draw Down Date for such day shall be the next succeeding day which is a Business Day.

“*Event of Default*” means any occurrence or event specified in Section 6.01 hereof.

“*Fiscal Year*” means the fiscal year of the District currently commencing July 1 of each year.

“*Fiscal Year 2020-21*” means the District’s fiscal year beginning July 1, 2020 and ending June 30, 2021.

“*General Fund*” means the General Fund of the District established and maintained as required under State law.

“*Loan*” means the aggregate amount of moneys loaned by the State Treasurer to the District from time to time from the proceeds of the Loan Program Notes.

“*Loan Program*” means the State Treasurer’s Interest-Free Loan Program for Colorado School Districts authorized pursuant to the Loan Program Statutes.

“*Loan Program Notes*” means the tax and revenue anticipation notes issued from time to time during Fiscal Year 2020-21 by the State Treasurer on behalf of the Participants.

“*Loan Program Statutes*” means, collectively, Sections 29-15-112 and 22-54-110 of the Colorado Revised Statutes.

“*Maturity Date*” means the maturity date of the District Note, being June 25, 2021.

“*Maximum Principal Amount*” means the maximum aggregate principal amount evidenced by the District Note, which shall be the amount set forth in the title to this Resolution or such lesser amount as may be established in accordance with Section 2.02(a) hereof.

“*Participants*” means the various Colorado school districts that are participating in the Loan Program during Fiscal Year 2020-21, including the District.

“*Payment Obligation*” means the Principal Amount of the District Note and, if the District Note is a Defaulted Note interest thereon at the Default Rate, until such amounts are paid in full.

“*Principal Amount*” means, as of any time, the outstanding principal amount of the District Note, which amount shall equal the aggregate amount of the Loans made to the District which have not been repaid.

“*Resolution*” means this resolution, as amended and supplemented from time to time.

“*State*” means the State of Colorado.

“*State Treasurer*” means the Treasurer of the State of Colorado.

“*Taxes*” means ad valorem taxes on real and personal property received by the District on and after March 1, 2021, to and including June 30, 2021, that are required to be credited to the General Fund.

Section 1.03. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies as well as natural persons.

The use of the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Resolution.

References to numbered Sections or to lettered Exhibits refer to the Sections of and Exhibits attached to this Resolution that bear those numbers or letters, respectively.

All the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein, and to sustain the validity hereof.

ARTICLE II

AUTHORIZATION TO ISSUE DISTRICT NOTE AND PARTICIPATE IN LOAN PROGRAM, GENERAL TERMS AND PROVISIONS OF THE DISTRICT NOTE AND FORM OF DISTRICT NOTE

Section 2.01. Authorization. The District is hereby authorized to participate in the Loan Program for Fiscal Year 2020-21. The District hereby authorizes the issuance and delivery of the District Note to the State Treasurer, in the Maximum Principal Amount, for the purpose of enabling the payment of Fiscal Year 2020-21 expenses of the District when cash flow deficits occur.

Section 2.02. Maturity, Principal Amount and Interest on Defaulted Note.

(a) The District Note shall be issued in the form of a single note payable to the State Treasurer, the outstanding Principal Amount of which shall be equal to the Loans

made by the State Treasurer to the District. The aggregate, outstanding Principal Amount evidenced by the District Note shall not exceed the Maximum Principal Amount. The Maximum Principal Amount of the District Note shall, prior to the issuance thereof, be reduced from the amount set forth in the title to this Resolution to the maximum amount which qualifies for Loans under the Loan Program in the event that the amount set forth in the title is greater than the maximum qualifying amount under the Loan Program Statutes.

(b) The District Note shall be dated the date of its execution in accordance with Section 2.03 hereof, shall mature on the Maturity Date, and shall bear no interest on the outstanding Principal Amount through the Maturity Date. The State Treasurer is hereby authorized to maintain records on behalf of the District which reflect the outstanding Principal Amount due under the District Note; such records shall reflect the date(s) and amount(s) of Loans to, and repayments of Loans by, the District. If the Principal Amount of the District Note is not paid in full to the State Treasurer on or prior to the Maturity Date, the District Note shall become a Defaulted Note and the unpaid portion thereof shall bear interest thereafter at the Default Rate until all amounts due under the Defaulted Note are paid in full.

(c) Both the Principal Amount of and interest (if any) on the District Note shall be payable in lawful money of the United States of America. Upon the Maturity Date of the District Note, if the Payment Obligation on the District Note has been paid in full, or upon such later date as all of the Payment Obligation has been paid in full, the State Treasurer shall mark the District Note as paid in full and shall return the District Note to the District.

Section 2.03. Execution and Delivery.

(a) The President of the Board is hereby authorized to have control of the District Note, and all necessary records and proceedings pertaining thereto, prior to the issuance and delivery of the District Note.

(b) The District Note shall be executed on behalf of the District by the President or Vice President of the Board and attested by the Secretary or Assistant Secretary of the Board, by their manual signatures, and the official seal of the District (if any) shall be impressed or placed in facsimile thereon. Such facsimile seal (if any) on the District Note shall have the same effect as if the official seal of the District had been manually impressed upon the District Note.

(c) Subject to Section 3.01 hereof, the officers referenced in this Section shall, on or before the Closing Date, issue and deliver or cause to be delivered the District Note to the State Treasurer in exchange for the right, during Fiscal Year 2020-21, to borrow from the State Treasurer an aggregate amount not to exceed the Maximum Principal Amount. In case any officer whose signature shall appear on the District Note shall cease to be such officer before the delivery of the District Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 2.04. Early Repayment. The Principal Amount of the District Note may be prepaid in whole or in part at any time prior to the Maturity Date.

Section 2.05. Form of District Note. The form of the District Note shall be substantially as set forth in Exhibit A to this Resolution, which is incorporated herein for all purposes, and the blanks in such form shall be filled in with appropriate amounts and information.

Section 2.06. District Disclosure.

(a) The purpose of this Section is to provide compliance with applicable securities laws relating to disclosure of information regarding the District in connection with the execution and delivery by the State Treasurer of the Loan Program Notes and the participation in the Loan Program by the District.

(b) The District agrees to provide to the State Treasurer demographic and financial information concerning the District relevant to the District's obligations under this Resolution, and authorizes the State Treasurer to provide such information, on behalf of the District, to such other parties as the State Treasurer deems necessary and in the best interests of the District in order to consummate the transactions contemplated herein and under the Loan Program. The District covenants that, with respect to the District's operations or description as of the Closing Date and as of the date provided, whether prior to or following the Closing Date, the information so provided will not contain any untrue statement of a material fact, and will not omit any material fact necessary to prevent such statements or information so provided, in light of the circumstances under which they are made, from being misleading.

(c) The Authorized Officers of the District are hereby authorized and directed to certify as to the accuracy and completeness of each District Disclosure Document in the form set forth in the District's covenant in paragraph (b) of this Section.

Section 2.07. No Transfer of District Note. The District Note shall be payable to and registered in the name of the State Treasurer. The District Note is not subject to transfer.

Section 2.08. No Joint Obligation. The Loan Program will include the issuance of notes of other Participants in addition to the District. The obligation of the District to make payments on or in respect to its District Note does not represent a joint obligation with any other Participant and is strictly limited to the Payment Obligation under this Resolution.

ARTICLE III

ISSUANCE CONDITION, LOANS AND CASH FLOW REPORTING

Section 3.01. Condition to Issuance of District Note. Following the adoption of this Resolution and prior to any Loans being requested or made, in the event that the District is notified by the State Treasurer that the District has failed to comply with the Loan Program Statutes or any administrative rules applicable to or regarding the Loan Program, no Loans shall be made and the District Note shall have no legal effect.

Section 3.02. Loans. An aggregate amount up to but not exceeding the Maximum Principal Amount may be drawn upon and expended by the District from time to time to fund a General Fund cash flow deficit occurring during Fiscal Year 2020-21. The Authorized Officers are hereby authorized to certify to the State Treasurer the amount of the actual General Fund cash

flow deficit with respect to each periodic request for a Loan draw. The District hereby acknowledges that the State Treasurer will disburse funds only on each Draw Down Date upon submittal, not later than the tenth Business Day of each month, of a requisition for the following three draws in the form and in the manner prescribed by the State Treasurer pursuant to the Loan Program. The Authorized Officers are hereby authorized and directed to provide the State Treasurer with payment instructions describing how such Loan draw disbursements will be paid to the District.

Section 3.03. Projected Cash Flows and Ongoing Reporting.

(a)

(b) In completing the General Fund cash flow projections attached as Exhibit B hereto, the beginning amount and the anticipated cash inflows during Fiscal Year 2020-21 include all amounts that are “available for the payment” of General Fund expenditures of the District during Fiscal Year 2020-21. Amounts held in any District funds and accounts are considered to be “available for the payment” of General Fund expenditures of the District to the extent that such amounts may be expended or used to pay such expenditure and such funds and accounts need not be reimbursed under any legislative, judicial, Board or contractual requirement. Exhibit B hereto also contains a list of funds and accounts of the District which are not “available for payment” because such funds and accounts must be reimbursed under legislative, judicial, Board or contractual requirements. In addition, expenditures from such unavailable funds and accounts are not included in the General Fund cash flow projections. The District hereby certifies that (i) in preparing the General Fund cash flow projections, the District has reviewed its General Fund cash flows for Fiscal Year 2019-20; and (ii) the District believes that the General Fund cash flow projections for Fiscal Year 2020-21 are best available estimates and are based upon reasonable assumptions.

(c) The Authorized Officers are hereby authorized and directed to notify the State Treasurer if any information comes to the attention of either individual during Fiscal Year 2020-21 which would cause the General Fund cash flow projections to be inaccurate. Updated cash flow projections shall be provided by the District to the State Treasurer as directed by the State Treasurer.

(d) If the Authorized Officers reasonably determine that, following the Closing Date, the Maximum Principal Amount will be greater than the amount the District reasonably expects that it will need to fund its cash flow deficits, the Authorized Officers shall promptly advise the State Treasurer of the amount by which the Maximum Principal Amount exceeds the amount the District reasonably expects that it will need from the Loan Program to fund cash flow deficits during Fiscal Year 2020-21.

ARTICLE IV

SECURITY FOR AND PAYMENT UNDER THE DISTRICT NOTE

Section 4.01. Security for and Payment of the District Note. The District Note shall be payable from and secured by a lien in the amount of the Payment Obligation on Taxes and such lien shall have priority over all other expenditures from such Taxes until the Payment Obligation

shall have been paid in full. As security for the payment of the Payment Obligation, all Taxes received by the District shall be paid to the State Treasurer within one Business Day of receipt thereof until the Payment Obligation has been paid in full.

Section 4.02. Authority to Pledge and Assign Note Payments. The District authorizes the State Treasurer to pledge and assign the District Note and all or any part of the District's obligations hereunder and under the District Note to secure the payment of the Loan Program Notes. No assignment or pledge under the preceding sentence shall ever be made or given in such manner as would cause the amount of the Payment Obligation to be greater, or to be payable at times that are different, than as expressly stated and agreed to herein.

Section 4.03. No Parity or Superior Cash Flow Obligations. Notwithstanding any other provision hereof, the District shall not issue notes or other obligations for cash flow purposes that are payable from the Taxes or Default Taxes or that are secured by a lien on the Taxes or Default Taxes that is superior to or on a parity with the lien of the District Note.

ARTICLE V

REPRESENTATIONS AND COVENANTS

Except as otherwise disclosed by one of the Authorized Officers to the State Treasurer as set forth in paragraph (j) of this Article, the District hereby represents and covenants as follows:

(a) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of Colorado and has all necessary power and authority to (i) adopt the Resolution, (ii) participate in the Loan Program and (iii) issue the District Note.

(b) Upon the issuance of the District Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the District Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the District Note.

(c) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in the District Note. The District will promptly pay or cause to be paid the Principal Amount of and interest (if any) on the District Note when due and at the place and manner prescribed herein.

(d) The District is duly authorized under the laws of the State of Colorado to issue the District Note; all action prerequisite to the lawful issuance and delivery of the District Note has been duly and effectively taken; and the District Note and this Resolution are and will be legal, valid and enforceable obligations of the District, enforceable against the District in accordance with their respective terms. The District elects to apply the provisions of the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, to the issuance of the District Note.

(e) Proper officers of the District charged with the responsibility of issuing the District Note are hereby directed to make, execute and deliver certifications as to facts,

estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the District's current expectations.

(f) After the discovery by the District of any Event of Default or Default hereunder, the District will, as soon as possible and in any event within two Business Days after such discovery by the District, furnish to the State Treasurer a certificate of one of the Authorized Officers of the District setting forth the details of such Event of Default or Default and the action which the District proposes to take with respect thereto.

(g) The District will deliver to the State Treasurer: (i) such financial data as the State Treasurer may reasonably request (including, without limitation, any information relating to Taxes, expenses, other revenues, available funds, tax rolls, financial statements, budget and cash flow), and (ii) if requested, copies of the District's audited year-end financial statements, budgets, official statements and similar information issued by it to the public. The District will permit the State Treasurer, or any person designated by the State Treasurer in writing, at the expense of the State Treasurer or such designated person, to examine the books and financial records of the District and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the District with any officer or employee of the District, all at such reasonable times and as often as the State Treasurer or such designated person may reasonably request.

(h) The District will not make, or permit to be made, any use of the proceeds of the Loan, or of any moneys treated as proceeds of the Loan within the meaning of the Code, or take, permit to be taken, or fail to take any action, which would adversely affect the exclusion from gross income of the interest on the Loan Program Notes by the holders or owners thereof under Section 103 of the Code.

(i) Except as otherwise provided pursuant to paragraph (j) of this Article, all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all actions necessary to be taken by them (if any) for the levy, receipt, collection and enforcement of the Taxes available for the payment of its District Note in accordance with law for the purpose of carrying out the provisions of this Resolution and the District Note.

(j) The following representations are true and correct unless, prior to the Closing Date, one of the Authorized Officers of the District notify the State Treasurer in writing to the contrary:

(i) Neither the issuance of the District Note, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with, results in a breach of or violates any of the terms, conditions, or provisions of any law, regulation, court decree, resolution, agreement or instrument to which the District is subject or by which the District is bound, or constitutes a default under any of the foregoing.

(ii) The District has experienced an ad valorem property tax collection rate of not less than 90% of the aggregate amount of ad valorem property taxes levied within the District in each of the most recent three calendar years, and the

District, as of the date of adoption of this Resolution and on the date of issuance of the District Note, reasonably expects to collect at least 90% of such amount for Fiscal Year 2020-21.

(iii) The District has not defaulted within the past five years, and is not currently in default, on any debt or material financial obligation.

(iv) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the State Treasurer, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the Authorized Officers materially impair its ability to perform its obligations under this Resolution and the District Note.

(v) The District Disclosure Documents, other disclosures by the District pursuant to Section 2.06 hereof, and cash flow projections and ongoing reports pursuant to Section 3.03 hereof, have been and will be prepared consistent with generally accepted accounting principles as applicable to governmental entities. Further, the District's budget and financial accounting policies and procedures are in compliance with State law, including but not limited to, Title 22, Articles 44 and 45, of the Colorado Revised Statutes.

(vi) There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the District Note or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or where an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the District Note or this Resolution.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Defaults and Remedies.

(a) The occurrence of any of the following shall be an "Event of Default" with respect to the District Note and this Resolution:

(i) a failure by the District to pay the Principal Amount in full under the District Note on or before the Maturity Date;

(ii) the default by the District in the performance or observance of any covenant, agreement or obligation of the District under this Resolution (other than subparagraph (a)(i) of this Section) and the failure to cure such default within 10 days after the earlier of the date that (A) the District furnishes notice of a default to the State Treasurer or (B) the District receives written notice of default from the State Treasurer;

(iii) other than as provided in paragraph (j) of Article V herein, any warranty, representation or other statement by or on behalf of the District contained in this Resolution or in any certificate, requisition, report or any other instrument furnished in compliance with or in reference to this Resolution or the District Note is false or misleading in any material respect; or

(iv) the District shall (A) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of itself or of its property, (B) admit in writing its inability to pay its debts generally as they become due, (C) make a general assignment for the benefit of creditors, or (D) be adjudicated as bankrupt or insolvent.

(b) If an Event of Default has occurred and is continuing pursuant to subparagraph 6.01(a)(i), the statutory remedy of the State Treasurer is to notify the County Treasurer that the District is in default on its obligation to pay its Payment Obligation and the amount of the Payment Obligation. Pursuant to the Loan Program Statutes, the County Treasurer thereafter shall withhold any Default Taxes to be received by the District and in the possession of the County Treasurer in the amount of such unpaid Payment Obligation, and transmit such moneys to the State Treasurer. If the amount of Default Taxes to be received by the District and in the possession of the County Treasurer at the time such notice is given is less than the amount of the Payment Obligation, the County Treasurer shall withhold additional Default Taxes to be received by the District and in the possession of the County Treasurer until such time as the Payment Obligation has been paid to the State Treasurer in full.

(c) Upon the occurrence of any Event of Default, the State Treasurer may take any action at law or in equity to enforce the performance or observance of any other obligation, agreement or covenant of the District, and to enforce the levy, liens, pledges and security interests granted or created under this Resolution. No remedy herein conferred upon or reserved to the State Treasurer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 6.02. Limitation on Waivers. If this Resolution is breached by the District and such breach is waived, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach hereunder.

ARTICLE VII

AUTHORIZATION OF ADDITIONAL ACTIONS

The Superintendent of the District and the Chief Financial Officer of the District are hereby designated as Authorized Officers under this Resolution, and they, each of the officers of the Board or any of them are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the instruments approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof. Such authority shall include the authority to submit an executed copy of this Resolution to the State Treasurer and to certify to the accuracy and completeness of any materials and information regarding this District that may be used or useful in enabling the State Treasurer to obtain a credit rating on the Loan Program Notes or in the marketing of the Loan Program Notes. If any officer, official or employee of the District whose signature shall appear on any certificate, document or other instrument shall cease to be such officer following the execution of, but prior to the delivery of, such certificate, document or other instrument, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

ARTICLE VIII

PROVISIONS OF GENERAL APPLICATION

Section 8.01. Amendments. This Resolution may be amended only with the written consent of the State Treasurer.

Section 8.02. Preservation and Inspection of Documents. All documents received by the District under the provisions of this Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the State Treasurer and the State Treasurer's assigns, agents and representatives, each of whom shall be entitled to make copies of such documents.

Section 8.03. Parties in Interest. Nothing in this Resolution, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party, other than the State Treasurer as the sole owner of the District Note, any rights, remedies or claims under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the State Treasurer.

Section 8.04. No Recourse Against Officers. All covenants, stipulations, promises, agreements and obligations contained in this Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District, and not of any member of the board of education, officer, employee or agent of the District in an individual capacity, and no recourse shall be had for the payment of the District's Payment Obligation or for any claim based thereon or under this Resolution against any member, officer, employee or agent of the District, provided such individual is acting within the scope of their employment or trusteeship and without gross negligence, willful misconduct or malfeasance of office.

Section 8.05. Proceedings Constitute Contract. The provisions of the District Note and of this Resolution shall constitute a contract between the District and the State Treasurer, and such

provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable until the Payment Obligation is paid in full.

Section 8.06. Limited Liability. Notwithstanding anything to the contrary contained herein, in the District Note or in any other document mentioned herein or related to the District Note, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent of its Payment Obligation with respect to the District Note and to the extent of any liability incurred by the State, including without limitation rebate requirements attributable to the Loan Program Notes, as a direct consequence of the District's fraud or gross negligence in preparing or presenting its financial statements or District Disclosure Documents.

Section 8.07. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Resolution.

Section 8.08. Headings. Any headings preceding the text of the several articles and sections hereof, and any table of contents or marginal note appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

Section 8.09. Authorized Officers. Whenever under the provisions of this Resolution the approval of the District is required or the District is required to take some action, such approval or such request may be given for the District by the Authorized Officers of the District, and the State Treasurer shall be authorized to rely upon any such approval or request.

Section 8.10. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Mesa County Valley School District 51

[DISTRICT SEAL]

By _____
President, Board of Education

Attest:

By _____
Secretary, Board of Education

**EXHIBIT A
FORM OF DISTRICT NOTE**

Name of School District: Mesa County Valley School District 51

Maximum Principal Amount: 18,000,000.00

FOR VALUE RECEIVED, the above-referenced school district (the "District"), a political subdivision and body corporate of the State of Colorado (the "State"), hereby promises to pay to the Treasurer of the State (the "State Treasurer") from Taxes, no later than June 25, 2021, the Principal Amount, which shall not exceed the Maximum Principal Amount stated above, with no interest accruing thereon; provided however, that in the event the Principal Amount is not paid in full on June 25, 2021, interest shall accrue on the unpaid Principal Amount at the Default Rate (as each such capitalized term and other capitalized terms used but not defined herein are otherwise defined in the Resolution referenced in the following paragraph).

This Note is issued by the Board of Education of the District, on behalf of the District, in accordance with a Resolution (the "Resolution") of the Board of Education of the District duly adopted prior to the issuance hereof. The above recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its delivery for value.

Principal of this Note is payable in immediately available funds only to the State Treasurer. This Note is subject to prior prepayment by the District in whole or in part at any time prior to the Maturity Date. This Note is nontransferable but may be assigned and pledged by the State Treasurer to secure the Loan Program Notes of the State Treasurer issued on behalf of the District. All of the terms, conditions and provisions of the Resolution are, by this reference thereto, incorporated herein as part of this Note.

It is hereby certified, recited and warranted that all acts, conditions and things required to be done, occur or be performed precedent to and in the issuance of this Note have been done, have occurred and have been performed in due form and manner as required by law, including the Loan Program Statutes, and that the obligations represented by this Note do not contravene any constitutional or statutory debt limitation of the District.

IN TESTIMONY WHEREOF the Board of Education of the District has caused this Note to be executed on the date indicated below, with the manual signature of its President or Vice President, attested with the manual signature of its Secretary or Assistant Secretary, and sealed with a facsimile or manual seal of the District.

[DISTRICT SEAL] _____

Dated: _____

By: _____
President, Board of Education

Attest:

By _____
Secretary, Board of Education

END OF FORM OF DISTRICT NOTE

EXHIBIT B
PROJECTED CASH FLOW FOR DISTRICT FOR FISCAL YEAR 2020-21

[By statute, the Board of Education is to be presented with an explanation of the District's anticipated cash flow deficit. A copy of the 2020-21 cash flow summary should be attached to this Resolution at the time of consideration of its adoption by the Board of Education.]

As referenced in Section 3.03 hereof, a list of District funds and accounts which are not "available for payment" of District General Fund expenditures during Fiscal Year 2020-21 because such funds and accounts must be reimbursed under legislative, judicial, Board or contractual requirements include the following:

(a) The TABOR Reserve required pursuant to Article X, Section 20(5) of the State Constitution.

(b) Moneys in the Transportation Fund, the Special Building and Technology Fund and Bond Redemption Fund which, pursuant to Section 22-44-112(2)(a) of the Colorado Revised Statutes, cannot be transferred to another fund.

(c) Segregated funds and accounts funded from sale proceeds of general obligation bonds, such as building or project funds and accounts, and restricted as to use pursuant to voter authorization or Section 22-44-112(4) of the Colorado Revised Statutes.

(d) Food service funds restricted by federal regulation and state law.

(e) Moneys in the Total Program Reserve Fund which are not available for General Fund expenditures during the Fiscal Year 2020-21 (i.e., available as a budget stabilization factor offset) pursuant Section 22-45-103(1)(k) of the Colorado Revised Statutes.

Such other enterprise, fiduciary (trust and agency; custodial funds), permanent or foundation funds and accounts which are reported to and acknowledged by the State.



Mesa County Valley School District 51

Licensed and Administrative Personnel Action

Board of Education Resolution: 20/21: 03

Adopted: July 21, 2020

Name	Location	Assignment	Effective Date
Retirements			
BIGUM, EDITH M	BROADWAY	GRADE 1	5/22/2020
Resignations/Termination			
HURNI, MELISSA A	TOPE	KINDERGARTEN	5/22/2020
MAUTZ, JESSI L	CENTRAL	TECH ED/INDUSTRIAL ARTS	5/22/2020
STEHMAN, LINA M	CLIFTON	FLOATING SUBSTITUTE	5/21/2020
TORRES, ABIGAIL D	FRUITVALE	ELS-ELEMENTARY	5/22/2020
WILLIAMS, LOGAN SHANE	FRUITA MS	7TH GR SOCIAL STUDIES	5/22/2020
Leave of Absence			
ALVAREZ, AMY H	ORCHARD AVE	GRADE 5	9/28/2020
JONES, REBECCA J V	EMERSON	INSTRUCTION	8/21/2020
LEONHART, KAREN L	RIM ROCK	KINDERGARTEN	8/17/2020
MELNICK, JOLEE NICOLE	THUNDER MTN	GRADE 1	8/20/2020
VACA, EMERALD A	WINGATE	GRADE 2	8/4/2020
New Assignments (Transfer/New Hires)			
ANDERSON, JANEL ELLEN	EMERSON	INSTRUCTION	7/16/2020
BEAN, REGAN L	REDLANDS	7TH GR SCIENCE	8/4/2020
BORNERT, AMELIA S	CLIFTON	FLOATING SUBSTITUTE	8/4/2020
BOWEN, KELLY M	BTK	BEHAVIOR	8/4/2020
BOWNS, TAYLOR MARGARET	SHELLEDY	GRADE 4	8/4/2020
BRENWALL, BRANDY C	BROADWAY	PHYSICAL EDUCATION	8/4/2020
BURNS, PATRICIA SUZANNE	CAREER CENTER	COUNSELOR	7/17/2020
CROWHURST, WILLIAM B	GRAND MESA	SPED - MODERATE NEEDS	8/4/2020
DURHAM, TINA M	WEST	6TH GR MATH	8/4/2020
FALLAS, KATRINA M	BTK	BEHAVIOR	8/4/2020
FARLAND, TERESA M	PALISADE	ENGLISH LANGUAGE ARTS	8/4/2020
FITZGERALD, SEAN M	CLIFTON	PHYSICAL EDUCATION	8/4/2020
FORSMAN, ANNA K	CLIFTON	GRADE 3	8/4/2020
GALLANT, JOHN D	GATEWAY	MATHEMATICS/SCIENCE	8/4/2020
GILMAN, SCHERIDAN S	THUNDER MTN	GRADE 3	8/4/2020
HODGES, LINDSEY R	REDLANDS	COUNSELOR	7/27/2020



Mesa County Valley School District 51

Licensed and Administrative Personnel Action

Board of Education Resolution: 20/21: 03

Adopted: July 21, 2020

HOLMAN, LESLIE A	PEAR PARK	INTERVENTIONIST	8/4/2020
KASTEN, KERSTEN	RIM ROCK	GRADE 1	8/4/2020
KEMBEL, SUSAN TYSON	TAYLOR	ESL-ELEMENTARY	8/4/2020
KENT, DARIA D	GJHS	MATHEMATICS	8/4/2020
LOSCALZO-BRANDOW, JENNIFER	ROCKY MOUNTAIN	COUNSELOR	8/4/2020
LUKE, PAIGE M	CHIPETA	GRADE 1	8/4/2020
MCCURRY, SHAE M	EMERSON	INSTRUCTION	7/23/2020
OSTROSKI, AMY L	WINGATE	GRADE 1	8/4/2020
PEREZ, SHANNON R	BTK	BEHAVIOR	8/4/2020
SEIFF, KRISTEN JUNE	CLIFTON	GRADE 3	8/4/2020
SMITH, HOLLY MARIE	FRUITA 8-9	SCIENCE	8/4/2020
STOCKS, AMY L	GRAND RIVER	PROGRESS MONITOR-HS	8/4/2020
VIGIL, VICTORIA L	GRAND MESA	COUNSELOR	7/27/2020
WALKER, BRITNY ANN	EMERSON	INSTRUCTION	7/16/2020
WALKER, STEPHANIE M	EMERSON	INSTRUCTION	7/23/2020
WITHROW, HANNAH M	BTK	BEHAVIOR	8/4/2020
WOOD, KATELYN A	EAST		8/4/2020
WOOD, MATTHEW D	ORCHARD AVE	KINDERGARTEN	8/4/2020
Return from Leave			
NONE AT THIS TIME.			

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on July 28, 2020.

*Bridget Story
Secretary, Board of Education*

Board of Education Resolution: 20/21: 02

Adopted: July 21, 2020

Jeffrey Spaletta	Clifton Elementary School Principal
<p>Mr. Spaletta is joining D51 from Accel Schools in Independence, Ohio where he has served as the Chief Administrative Officer for the past year. Prior to that he has held many roles including:</p> <ul style="list-style-type: none"> ● Accel Schools, Chief Administrative Officer - 2019-2020 ● Vanguard Classical Schools, Executive Director - 2018-2019 ● Kansas City Public Schools, Principal - 2016-2018 ● Dollarway School District, Principal - 2015-2016 ● Hughes School District, Principal - 2013-2015 ● Earle School District, Teacher - 2008-2013 <p>Mr. Spaletta received his B.S. Degree in Physical Education in 1996 and his Master’s Degree in Physical Education in 2003 both from Arkansas State University. He also received an additional Master’s Degree in Educational Leadership from the University of Arkansas at Little Rock in 2009 and a Specialist Degree in Educational Leadership from Arkansas State University in 2017. He is currently working towards his Doctor of Education in Transformational Leadership at the University of New England, Portland, Maine with an anticipated completion date of August 2020.</p>	

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on July 28, 2020.

Bridget Story
 Secretary, Board of Education