

OURAY SCHOOL DISTRICT R-1 BOARD OF EDUCATION  
Regular Meeting--Location: Ouray School Gym  
August 22, 2016 Minutes—*Changes, Motions and Discussion in Italics*

6:30-7:30—Tour of Building—Joel/Mike/Shawn

*No decisions made or votes taken*

I. Call to Order 7:46pm

*Board Members Present: Fedel, Kern, Mort, Link          Absent: Pasek*  
*Attendees other than Board: Scott Pankow, Kenneth Nelson, Mike Fedel, Dee James,*  
*Shannon Williams, Mike Scott, Joel Cox*

II. Approval of Agenda

*Motion to Approve Agenda as Amended*

<i>Motion Made by</i>	<i>Kern</i>	<i>Motion Seconded by</i>	<i>Fedel</i>
<i>Roll Call Vote</i>	<i>Fedel Aye</i>	<i>Result</i>	<i>Passed</i>
	<i>Kern Aye</i>	<i>Link Aye</i>	
	<i>Mort Aye</i>	<i>Pasek Not present</i>	

III. Minutes

a. Regular Board Meeting June 2016

*Tabled to September meeting*

*Regular Board Meeting May 23, 2015 Minutes*

*Motion to Approve Agenda as Amended*

<i>Motion Made by</i>	<i>Kern</i>	<i>Motion Seconded by</i>	<i>Mort</i>
<i>Roll Call Vote</i>	<i>Fedel Aye</i>	<i>Result</i>	<i>Passed</i>
	<i>Kern Aye</i>	<i>Link Aye</i>	
	<i>Mort Aye</i>	<i>Pasek Not present</i>	

IV. Celebrations

a. Music Instrument Donations-:Bring Music to Life”-Mike Scott

*Handout attached*

b. *Eli Crandall accepted to NY Performing Arts Program*

V. Communications from the Public *None*

VI. Reports

*Live Well Colorado Grant-Shannon Williams*

a. Budget—~~Kentee/Chris~~

*Kern reported*

b. Financial- Accept Financial Reports from July 2016—Cynthia/Sandy

a. Reconciliation

b. Expense

c. Activities/Association

*Discussed but not approved*

c. Construction ---Joel/ Mike Fedel

i. Update—*Memo Attached*

ii. Moving in phase 3

d. Schools—Scott/Kenneth

i. Pre-School—*See below*

ii. Elementary—

iii. Middle school—

- iv. High school-
  - a. College Prep Math (CPM)—math curriculum--*Discussed*
- e. District-Scott—*on line registration working well; interviewing music teachers*
- f. Facilities/Operations & Maintenance/Transportation—Casey. *Need to set aside money for vehicle replacements*
- g. Reports from Board Members
  - i. Legislative—~~Kentee~~ *Discussed*
  - ii. Mt. Sneffels—Jennifer *Discussed*
  - iii. Voyager—Jennifer *Discussed*
  - iv. UnBocs—Mort *Discussed*
  - v. PATT---Jim *No report*
  - vi. Board Goals—~~Kentee~~ *No report*

VII. Policies—Don *To be discussed Thursday*

VIII. Discussion Items

- a. MOU—City of Ouray
- b. Early Childhood Center of Ouray—update from county wide meeting-  
*Discussed*
- c. CASSA Peer Session—Scott *To be discussed Thursday*
- d. Copier—Dee *School has one copier plus small one in office—discussion of buying or leasing another one*

*Motion to approve the purchase of one Konica Minolta Bizhub c454c color digital imaging system at a cost not to exceed \$10,000 using Capital Reserve Funds. Conditions of this sale include and a maintenance contract that will cost the district 0.0077 cents per b/w copy and 0.0484 cents per color copy the first year and 0.0085 cents per b/w copy and 0.06 per color copy in subsequent years.*

<i>Motion Made by</i>	<i>Kern</i>	<i>Motion Seconded by</i>	<i>Fedel</i>
<i>Roll Call Vote</i>	<i>Fedel Aye</i>	<i>Result</i>	<i>Passed</i>
	<i>Kern Aye</i>	<i>Link Aye</i>	
	<i>Mort Aye</i>	<i>Pasek Not present</i>	

- e. BoCES Collaboration Day—*Discussed*

IX. Action Items

- a. MOU with the City of Ouray—Maintenance of Public Property

*Motion to Approve Memorandum of Understanding with City of Ouray regarding Right of Way Maintenance (attached)*

<i>Motion Made by</i>	<i>Link</i>	<i>Motion Seconded by</i>	<i>Mort</i>
<i>Roll Call Vote</i>	<i>Fedel Aye</i>	<i>Result</i>	<i>Passed</i>
	<i>Kern Aye</i>	<i>Link Aye</i>	
	<i>Mort Aye</i>	<i>Pasek Not present</i>	

X. Correspondence

- a. Nurse Contract--*attached*

XI. Upcoming Meetings

- a. BOE Retreat—August 25<sup>th</sup> 3pm to 7pm Sandy Kern's home
- b. BOE Work Session September 22<sup>nd</sup> ; 4:30pm – Conference room
- c. BOE Regular Meeting September 26<sup>th</sup>, 7:30 pm—APAC
- d. BOE Work Session October 20, 2016, 4:30 pm –APAC  
*Adjourn at 9:22PM*



*A project of the Colorado Nonprofit Development Center*

**Instrument Presentation Event, August 20, 2016  
Hamilton Hall, Newman Center for the Performing Arts**

**Welcome and Introductions**– Steve Blatt, Executive Director

**Bringing Music to Life Board:**

David & Anne Necker, co-chairs

Christine Andresen

Susan France

Diana Gatschet

Hecky Heckendorf

Sunhee Hodges

Kathy Newman

***Caroline McCaskey and Members of City Strings (instrument recipients in 2015)***

Bach: Movement from *Brandenburg Concerto #3 in G*

American Authors: *Best Day of My Life*

***Giving New Life to Old Instruments***

A video by Zack Littlefield, Shimmer-Ready Productions

***Ellington Jenkins, clarinet (instrument recipient in 2011)***

Jeff Jenkins, piano

Sidney Bechet: *Si tu vois ma mère*

**Closing Comments**

**Time to Take Your Instruments Home**

Schools with names beginning A-M go to the Vocal Room on the west side of lower level

Schools with names beginning N-W go to the Orchestra Room on the east side of lower level

**Thanks to the Newman Center for the Performing Arts for donating this beautiful hall for today's event.**

**And thanks to all of our generous Donors. You'll find their names on the other side of today's program.**

## Construction Update as of 8/22/16

BY: Mike Fedel OSD Rep.

We are approaching completion and move-in starts today (8/22/16). Here is an up to date summary of progress on our remodel project:

- The main standing seam roof, eaves and cornices are 97% complete, including the south vestibule roof section.
- Roof snow bars are 95% complete.
- Site work continues with excavation of the street in preparation for asphalt which is scheduled between 8/24 and 8/26. Sections of curb and gutter with sidewalks were poured last week.
- Snow melt is complete.
- Concrete is 95% complete.
- Retaining walls are complete.
- The south vestibule is awaiting a window and some metal detailing for completion.
- The elevator pit is complete. Actual elevator installation will extend into the school year.
- Mechanical rough-in is complete.
- Electrical rough-in is 99% complete.
- Drywall is complete.
- Drywall texture is complete.
- Fire sprinklers are 98% complete.
- Window replacement is 95% complete.
- Painting is 85% complete.
- Existing floor prep is 85% complete.
- Casework is 50% complete.
- Acoustical ceilings are 80% complete.
- MPR ceiling paint is complete.
- Ceramic tile in the bathrooms is complete.
- Mechanical, plumbing and electrical trim is 75% complete.
- The emergency radio system is being installed and is scheduled to be ready by the start of school.
- Floor installation is 75% complete.
- Wood floor refinishing is underway.
- Mechanical systems balancing, testing and inspections are underway.
- We are on schedule at this time. Scheduled date for acquisition of a Temporary Certificate of Occupancy is 8/26/16.

# MEMORANDUM OF UNDERSTANDING

**RE: Maintenance of Public Property related to the Ouray School Renovation 2014 Bond Project.**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into effective as of the XX day of August, 2016, by and between the City of Ouray and Ouray School District R-1 to memorialize an agreement regarding long-term maintenance of items included as part of the Ouray School Renovation 2014 Bond Project.

**The parties understand and agree as follows:**

1. The School District agrees to maintain the retaining wall and sidewalk level valley pan adjacent to the sidewalk on 5<sup>th</sup> Street.
2. The School District will maintain gates and entry steps (incl. wall) on 7<sup>th</sup> Avenue.
3. The School District will provide and maintain the retaining wall along 7<sup>th</sup> Avenue.
4. The School District will maintain the emergency stairs from the playground.
5. The School District will provide hardscaping (asphalt or chip seal) and valley pans in street R.O.W.'s on 7<sup>th</sup> Avenue to City specifications; the City of Ouray will maintain thereafter.
6. Sidewalk, curb & gutter maintenance and snow removal involving the school property (including adjacent streets and avenues) will be performed as per City codes.
7. As part of the project the school will expand the curb and gutter one foot from the alley to fourth street drop inlet and provide temporary erosion control rock socks.

\_\_\_\_\_  
*City of Ouray (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*Ouray School District R-1 (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

## INTERGOVERNMENTAL AGREEMENT FOR SCHOOL HEALTH SERVICES

THIS AGREEMENT is entered into this 9 day of August, 2016, by and between the Board of County Commissioners of Ouray County ("BOCC") on behalf of the Ouray County Public Health Agency ("OCPHA") and Ouray School District R-1 ("School").

WHEREAS the School desires to contract with OCPHA for consulting services related to student health services, but does not expect or consider that this Agreement will result in compliance with all requirements and regulations of state and federal law with respect to school nursing or provision of health-related services; and

WHEREAS, OCPHA is willing to provide such services on a limited basis and the County is authorized to provide enter into an intergovernmental agreement with the School to provide services pursuant to, *inter alia*, C.R.S. 30-11-101, *et seq*; and

WHEREAS, the BOCC has delegated unto OCPHA its full power and authority to enter into this Agreement; and

WHEREAS, for purposes of this Agreement the term OCPHA as herein set forth includes Ouray County and the BOCC.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises contained herein, and for other good and valuable consideration the receipt and sufficiency of is hereby acknowledged, the parties agree as follows:

### A. Consulting Services

OCPHA agrees to provide the following services for the School for the 2016-17 School year, defined as August 30, 2016, through May 30, 2017:

1. Train, delegate\* to and supervise one designated unlicensed assistive personnel in the Ouray School District R-1. Supervision shall include providing orientation and education for the one designated unlicensed assistive personnel on the following required tasks\*\*:
  - a. Medication administration and documentation
  - b. Review of health survey data and compile list of students with health conditions and allergies
  - d. Assist the nurse with health screenings of grades PK-, 1, 2,3,5,6, 7, and 9, within the scope of practice of the nurse (e.g. sports physical exams should only be provided by a nurse practitioner or physician per bylaws of Colorado High School Activities Association).
  - e. Send letters to families who are missing the required immunizations

*\* Delegation by a nurse is defined under the Department of Regulatory Agencies regulations, 3 CCR 716-1. Chapter III. Guidance on delegation for school nurses and for school administrative staff is available on the Colorado Department of Education webpage: <http://www.cde.state.co.us/guidetodelegationforschoolnurses>*

*\*\*The school administrative staff members are responsible to ensure that the designated unlicensed assistive personnel have enough time allocated to complete the duties that are delegated by the school nurse.*

2. Identify students with health needs requiring any accommodations in the school setting with the special education teacher, Principal, and Uncompahgre Board of Cooperative Services Education (UNBOCS) as a team.
3. Participate in Child Find and Skipppy Dental Clinics.
4. Develop and implement Individual Health Plans for students with healthcare needs per Colorado Department of Education regulations.
5. Implement screening programs.
6. Promote and monitor immunizations of the students.
7. Institute appropriate disease control measures.
8. Audit immunization compliance. The nurse shall provide immunization rates and exemption rates for the school district once during the school year to the superintendent and the Ouray County Public Health Agency Director.
9. Provide on-site presence of a qualified registered nurse not to exceed 116 hours over the course of the school year for the school. The hours may be flexible to meet the needs of the schools and the service providers. It is expected that more hours will be required at the school during the beginning of the school year, and the parties therefore agree that the total number of hours provided will not be provided equally

throughout the school year.

10. A more detailed compilation of tasks to be performed by the registered nurse consultant is contained on the Essential School Health Services Guidelines, Self-Assessment Checklist (Exhibit A), attached hereto and incorporated herein by reference. If there is any inconsistency between the tasks or services to be provided by the registered nurse consultant in Exhibit A and within the body of this Agreement, the provisions of Exhibit A will control.

B. School Responsibilities (Colorado Department of Education regulations which school nurse is not able to address.)

1. Per C.R.S. 25-4-903. Exemptions from immunization - rules, "Each school shall make the immunization and exemption rates of their enrolled student population publicly available upon request."
2. Design response plans to assist all special needs students in emergencies.
3. Submit annual reports to state and local boards.

C. Payment by School

The School agrees to pay for the Consulting Services as follows:

1. Ouray School District R-1 agrees to pay **\$3,712** for the 10-month school year of 2016-17 to cover one school and one health aide.
2. Payment shall be made by the school to OCPHA upon finalization of the school budget and no later than October 31, 2016.

D. Performance of School Nurse

The school nurse providing services will meet all qualifications of the state of Colorado for school nurses, and will abide by state and federal law and regulations in providing services under this Agreement. If at any time, the school is not satisfied with the performance of the school nurse, the Superintendent shall contact the Ouray County Public Health Director to discuss remediation or replacement of the provider, or provide comments and suggestions for improvement of the services under this Agreement. Superintendent or designated school staff member will complete an evaluation of the OCPHA nurse by completing agreed-upon portions (selected by Superintendent and OCPHA nurse) of the Colorado Department of Education evaluation form titled "Rubric for Evaluating Colorado's Specialized Service Professionals; School Nurses" and will submit the form to the OCPHA Director not later than January 31, 2017.

E. Billing and Other Services Not Included

The Consulting Services do not include Medicaid billing or other insurance billing. Services not specifically agreed to be provided as indicated on Exhibit A hereto will be considered extraordinary services, and are not included in this Agreement.

F. Compliance with laws of the State of Colorado

The Consulting Services shall be provided by a nurse registered in the State of Colorado who is in good standing and all services provided shall be in compliance with the laws and regulations of the State of Colorado, however, neither the school nurse nor OCPHA warranty or otherwise guarantee that all federal or state requirements for provision of health services are met by the provision of services under this Agreement.

G. Term of Agreement

This Agreement is for the School Year 2016-2017, as defined above. This Agreement may be renewed for successive school years.

H. Termination

This Agreement may be terminated with a thirty (30) day notice by mutual agreement of the parties or upon breach of any obligation hereunder by any of the parties. If one party elects to terminate, the Agreement shall be terminated as to all parties.

I. Additional Provisions

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
2. Time is of the essence under this Agreement. All performance by the service provider is expected to be on a timely basis.
3. School agrees to hold OCPHA harmless for any claim of injury, damage, or cause of action resulting from the services performed under this Agreement. The County is specifically not providing all mandated health

related services required by state or federal law and regulations. The School agrees to hold the County and the personnel performing the services hereunder harmless against any claim for damages or for any enforcement action or claim of violations of law or regulation for services not specifically agreed to be provided under this Agreement. The foregoing hold-harmless agreement shall be limited by and subject to the rights, defenses and limitations upon liability available to the School pursuant to Article 11, Section 1 of the Colorado constitution or pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., and nothing herein shall be construed to waive or limit any such rights or defenses. The School shall not be required to defend, indemnify or hold harmless OCPHA for any acts, omissions or negligence of any school nurse or other employees or agents of OCPHA.

4. OCPHA shall be solely responsible for all compensation and fringe benefits to the school nurse, and for compliance with all applicable laws pertaining to payroll taxes, worker's compensation insurance coverage, unemployment benefits, and any and all other incidents of employment. The School's sole financial obligation shall be the annual fee to OCPHA as hereinabove set forth. The parties acknowledge and agrees that OCPHA is the "primary employer" of the school nurse as defined by the Family and Medical Leave Act, as amended and any similar state or local law regarding family or medical leave ("FMLA"), and therefore OCPHA shall be responsible for notifying the school nurse of his/her rights and obligations if any under FMLA and for providing the school nurse with the applicable FMLA leave if mandated by applicable law. In such event, OCPHA shall provide a qualified replacement school nurse or other OCPHA employee to the School for the duration of such leave.
5. OCPHA will provide to the School, upon request, the following information and documentation pertaining to each school nurse assigned to the School pursuant to this Agreement:
  - (i) Copy of current license, registrations, and/or certifications
  - (ii) Proof of completion of education requirements
  - (iii) Current insurance certificate showing that the school nurse is covered with professional liability insurance and worker's compensation insurance and including a statement that the School will be notified by the insurance carrier not less than thirty (30) days' prior to the cancellation of such insurance policy
  - (iv) TB-test results, Hepatitis B vaccination records
  - (v) Copy of CPR card
  - (vi) Resume/References
  - (vii) Skills Checklist
  - (viii) HIPAA Certified
  - (ix) Background Check and Drug Screening
  - (x) A confidentiality affidavit
6. OCPHA shall ensure that each school nurse complies with Federal and State laws, as applicable, governing confidentiality of records and information, including without limitation the Individuals with Disabilities Education Act (IDEA), the Family Educational Rights and Privacy Act (FERPA), the privacy rule of the Health Insurance Portability and Accountability Act (HIPAA), and any and all other laws pertaining to the protection of (a) information regarding students and/or their families, and (b) proprietary information and intellectual property rights. The recipient of confidential records and/or information shall not disclose or use them for their own benefit outside the scope of this Agreement. It is understood that any school nurse assigned to pursuant to this Agreement is a "School official" within the meaning of FERPA, for purposes of disclosure of confidential student information and records.

To the extent that any school nurse uses School property in performing services to the School, such property shall remain the property of the School (including without limitation any and all records and information regardless of format the billing systems, and any software, copyrighted material, or other intellectual property or proprietary/confidential information owned by the School), and neither OCPHA nor the school nurse will acquire any right or interest in such property.

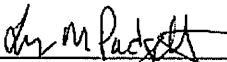
All student records, including without limitation clinician logs and/or other medical records, are the property of the School and upon termination of any school nurse's services or termination of this Agreement, OCPHA shall deliver to the School at OCPHA's expense, within a reasonable time, all student records in its or the school nurse's possession, or, upon mutual written agreement with the School, shall destroy or de-identify such records in any manner permitted by law. Absent express written consent by the School, OCPHA may not archive any student records of any kind or nature in electronic, magnetic, paper, or other media.



OCPHA agrees that it is OCPHA's responsibility, and not the responsibility of the School, to safeguard the property and materials of the School in any school nurse's or OCPHA's possession, including without limitation any personally identifiable information that is protected under FERPA or HIPAA, that the school nurse or other OCPHA personnel have use of or have in their possession while performing services under this Agreement.

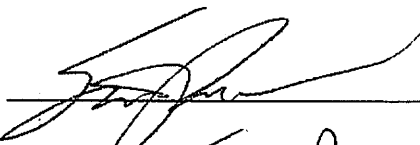
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

**OURAY COUNTY BOARD OF HEALTH**

  
\_\_\_\_\_  
Lynn M. Padgett, Chair

August 9, 2016  
Date

**OURAY SHOOOL DISTRICT R-1:**

  
\_\_\_\_\_  
Print Name: Scott Parker

August 18, 2016  
Date