

Board of Education

Mesa County Valley School District 51

Business Meeting

November 16, 2010

Business Meeting Minutes

A - Diann Rice
 B - Cindy Enos-Martinez
 C - Harry Butler
 D - Leslie Kiesler
 E - Greg Mikolai

Board of Education

Mesa County Valley School District 51

Business Meeting Minutes: November 16, 2010
 Adopted: December 14, 2010

	A	B	C	D	E		
						AGENDA ITEMS	ACTION
Present	x	x	x	x	x	<p>A. CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL</p> <ul style="list-style-type: none"> ➤ Mr. Butler welcomed everyone to the November Board Business Meeting and gave instructions for meeting participants to address the Board, under <i>Item G, Audience Comments.</i> 	6:00 p.m.
Motion Second Aye No	x	x	x	x	x	<p>B. AGENDA APPROVAL</p>	Adopted as Presented
Motion Second Aye No	x	x	x	x	x	<p>C. MINUTES AND MEETING RECORD APPROVAL</p> <p>C-1. October 19, 2010, Business Meeting Minutes</p>	Adopted as Presented
						<p>D. RECOGNITIONS</p> <p>D-1. Grand Junction High School All-State Colorado Tennis Team Player of the Year [Resolution 10/11: 38]</p> <ul style="list-style-type: none"> ➤ Mr. Butler asked Spencer Weinburg from Grand Junction High School to come forward. Mr. Butler read the Resolution praising Spencer for his 20-1 season record for this fall's tennis season. Spencer was also congratulated for his current standing as 5A State Champion. Spencer won numerous tournaments and was named the Denver Post Student Athlete of the Week and the All-Colorado Player of the Year. He was voted to the All-State 5A team and is ranked number one in singles. Spencer was named the male high school junior player of the year by the Colorado Tennis Association and carries a 3.857 grade point average. ➤ The Board congratulated Spencer on all of his accomplishments and wished him the best in the future. <p>D-2. Colorado Band Association Exemplary Band Awards [Resolution 10/11: 29]</p> <ul style="list-style-type: none"> ➤ Mr. Mikolai asked Mr. Ryan Crabtree, Fruita Monument High School, Mr. Brett Argo, Fruita 8/9, Mr. Scott Davis, Mt. Garfield Middle, Ms. Sarah Kamstra, Redlands Middle and Mr. Joe Webb, Fruita Middle, to come forward. All of the band directors, except Mr. Davis, who was absent, came forward. Mr. Mikolai read the Resolution, recognizing the band directors and their bands for receiving the 2009-2010 Colorado Band Masters Exemplary Band Award. Mr. Mikolai thanked these band directors for demonstrating excellence in their craft, and being a model for excellence. ➤ The Board applauded all of these band directors and thanked them for their dedication. <p>D-3. Winner of State and National Contest [Resolution 10/11: 34]</p> <ul style="list-style-type: none"> ➤ Mrs. Enos-Martinez asked Ms. Elisa Murillo to come forward. Mrs. Enos-Martinez congratulated Elisa on winning the Grand Prize in the national contest for the NAHRO (National Association of Housing and Redevelopment Officials) local, state, regional and national poster contest reflecting the theme of "What Home Means to Me". Elisa, a Junior at GJHS, will have her artwork featured in the 2011 calendar. As part of her grand prize, Elisa and her family will be 	

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provided with transportation and lodging to NAHRO's March, 2011, National Legislative Conference in Washington DC. At the conference, Elisa will receive a \$500 savings bond and her poster will be on display at the U.S. Capitol.

- The Board congratulated Elisa on her bright future and wished her well.

D-4. Colorado Academy of Educators for Gifted and Talented [Resolution 10/11: 34]

- Mrs. Kiesler asked Ms. Heather Baskin to come forward to accept the Board's Certificate of Recognition for being selected a member of the Colorado Academy of Educators for the Gifted, Talented and Creative Students.
- Mrs. Kiesler read the Resolution, detailing Ms. Baskin's criteria to earn acceptance into the academy. The Board and Superintendent thanked Ms. Baskin for her involvement with Gifted and Talented and for her outstanding contributions to School District 51.

E. BOARD REPORTS/COMMUNICATIONS/REQUESTS

- Mr. Mikolai reported attending the Bank of Colorado Calendar Reception and Open House. Mr. Mikolai was very impressed by the caliber of work generated at the K-12 level. He stated it was important to have arts in our schools. Mr. Mikolai reported there will be a PBS event on Friday, November 19. He invited the Board to share in the interactive Webinar.
- Mrs. Rice reported attending a District 51 Foundation Meeting. The foundation is moving along with a small amount of money in the account. The Foundation will be forming a Board of Trustees in the near future. Mr. Roy Blythe is chairing the initial Board of Trustees and Mrs. Rice expressed her appreciation for his work for the school district.
- Mrs. Kiesler reported attending the Alpine Bank Student of the Month Luncheon, The Audit Committee Meeting and a Legislative Meeting. At the Legislative Meeting Mrs. Kiesler met Congressman Steve King, Representative Ray Scott and Mrs. Laura Bradford. Mrs. Kiesler and Mrs. Rice attended a Board lunch at Fruita Monument High School on Monday, November 15.
- Mr. Butler attended the Bank of Colorado Reception and Open House. Mr. Butler praised the great artists we have in the valley. Mr. Butler encouraged students to participate in all things that are possible. Mr. Butler spoke at Redlands Middle School eighth grade class with Mrs. Holloway. He spoke about character and building a foundation to live by. Mr. Butler spoke with the Palisade High School Young Republicans and again spoke about character. Mr. Butler served on a panel for Senator Udall to interview a candidate pool for a service area.
- Mrs. Enos-Martinez had lunch at Valley West and toured the school. Mrs. Enos-Martinez stated there were positive changes made to the campus and programs. She encouraged others to visit the Valley West Campus.
- Superintendent Schultz thanked the Bank of Colorado for promoting the Calendar Contest. He thanked the community partnerships for supporting School District 51.

F. LEGISLATIVE REPORT

- None at this time.

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G. AUDIENCE COMMENTS

- No requests were received.

H. SUPERINTENDENT'S REPORT

H-1. Instructional Update – Clifton Turnaround

- Mr. Andy Laase, Executive Director of Elementary, introduced Ms. Michelle Mansheim, Clifton Elementary Principal, Mr. Chris Capron, Clifton Elementary Assistant Principal, Ms. Carol Everhart, Project Implementation Manager and Clifton Staff whom are participating in a School Improvement Grant. Principal Mansheim thanked the Board for their support and the time to share information. Of the four model choices for turnaround, Clifton selected the "Transformation Model". This is a three year grant and the provider is Evans Newton, Incorporated. The Transformation Process includes:
 - The Evans Newton Incorporated Five Step "Target Teach" at Clifton
 - Measurable Goals
 - Instructional Alignment
 - Fill the Gaps
 - Pacing and Formative Assessments
 - Data Management and Directed Decisions
 - Next steps: incremental assessments, leadership professional development and coaching support
- Clifton is working on improving community relations. Staff is working to develop relationships with families' by participating in home visits and sponsoring Food for Thought family nights.
- Mrs. Mansheim and Mr. Capron are doing walk through visits and looking at specific targets being used in the classrooms. Conversations regarding growth are taking place with staff members.
- Also, Clifton Elementary has been awarded a second grant which provides funding for staff to work with students an additional two hours a day.
- Superintendent Schultz commended Clifton for their dedication to this turnaround. He thanked them for grasping the opportunity and meeting the challenge. Mr. Laase thanked Mr. Jim Smyth, MVEA President, for his help with this process. Mr. Smyth has been engaged from the beginning. Mrs. Mansheim thanked Mr. Laase and Mrs. Whitacre for their time and dedication to this process.
- The Board thanked Mrs. Mansheim and her staff for their tireless work for students. The Board is noticing the efforts and will support Clifton any way they can.

H-2. Business/Investment Reports & Fuel Report

- Mrs. Callahan-deVita reported the district emptied our own fuel tanks and the numbers were not added to this report, therefore, the report will look different than last month.

H-3. Expulsion Report

- Superintendent Schultz reported expulsion numbers were slightly up from last year.

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						I. EXECUTIVE SESSION	
Motion Second Aye No	x	x	x	x	x	J. CONSENT AGENDA [Resolution 10/11: 32, 31, 33, 30] J-1. Personnel Actions J-1-a. Licensed Personnel J-1-b. Support Personnel J-2. Gifts J-3. Grants	Adopted
Motion Second Aye No	x	x	x	x	x	K. BUSINESS ITEMS K-1. Resolution for Bank of America Ratification [Resolution 10/11: 35] ➤ This document formalized the transaction the district started for the TRANE Contract. The school district received the interest rate that was agreed upon.	Adopted
Motion Second Aye No	x	x	x	x	x	K-2. Resolution Authorizing the District's State Interest Free Loan Program [Resolution 10/11: 37] ➤ This document authorizes the District to borrow money if needed. By adopting this resolution, the District may utilize the program if a situation arises.	Adopted
						K-3. Board Policy 1 st Reading for Information Only ➤ Mr. Petie Pope thanked the board for allowing development of this policy for the safety of staff and students. This policy clarifies supervision responsibilities. Mr. Pope and Mr. David Price developed this policy to help regulate animals in the classroom. There is a piece included in the policy that validates curriculum value. The policy clarifies parameters of animals in any classroom. Also, there is a provision for service animals which support students and adults.	First Reading & Information
						L. BOARD OPEN DISCUSSION ➤ Mr. Mikolai would like to have a discussion with the local police and sheriff departments regarding observing student's behavior before and after school when students are immediately outside school campuses. Mr. Mikolai has observed activities which concern him and would like to see it monitored. Superintendent Schultz will speak with Mr. Tim Leon, the Safety Coordinator for the school district, and ask him to follow-up with Mr. Mikolai. Discussion will also take place with the current School Resource Officers.	
						M. FUTURE MEETINGS – Reviewed ➤ Add to list, Orchard Avenue Blue Ribbon Celebration on Tuesday, November 23, 2010, 2:30 p.m., at Orchard Avenue Elementary.	
Motion Second Aye No	x	x	x	x	x	N. EXECUTIVE SESSION: 7:16 p.m. ➤ <u>Negotiations, CRS Section 24-6-402(4)(e)</u> For the purpose of determining positions relative to matters which may be subject to negotiations, developing strategy for negotiations, and/or instruction negotiators.	Adjourned to Executive Session
Motion Second Aye No	x	x	x	x	x	➤ Mr. Butler, Mrs. Enos-Martinez, Mrs. Kiesler, Mr. Mikolai, Mrs. Rice, Superintendent Schultz, Mrs. Callahan-deVita, Mrs. Martin	Convened: 7:25 p.m.

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Motion Second Aye No	x	x	x	x	x	➤ Returned to Open Meeting 8:17 p.m. O. ADJOURNMENT: 8:18 p.m.	Return to Open Meeting
						<hr style="width: 30%; margin-left: auto;"/> Terri N. Wells, Secretary Board of Education	



**Recognition: Spencer Weinberg
Colorado Tennis Player of the Year
and High School Junior Male Tennis Player of the Year**

Board of Education Resolution: 10/11: 38

Presented: November 16, 2010

Spencer Weinberg, a sophomore at Grand Junction High School, had an overall record of 20-1 this season. Spencer has earned many honors over the course of this fall's tennis season, not the least of which is his current standing as 5A State Champion.

Spencer won the Western Slope Open Tournament featuring fifteen teams. Spencer won the Regional Tournament with seven teams, and he won the State Championship beating four players from across the State. He was undefeated in tournament matches all season long. He was named the Student Athlete of the Week by the *Denver Post*. Spencer was named the All-Colorado Player of the Year by the *Denver Post* and voted to the All-State 5A team at number one Singles. He was named the Male High School/Junior Player of the year by the Colorado Tennis Association (an award called the Jack Cella Award.) He has a 3.857 GPA and he is a sophomore.

According to his coach, Carol Elliott, "Spencer is an outstanding young man who is very coachable, hardworking and eager to excel in everything he does."

The Board of Education would like to congratulate Spencer on all of his accomplishments and wish him the best of luck in all future matches this year. We look forward to hearing about his endeavors in the tennis world.

Board of Education Resolution: 10/11: 29

Presented: November 16, 2010

Each year in Colorado, the Colorado Bandmasters Association (CBA) presents awards to bands that demonstrate excellence in their craft. Middle and high school bands are eligible for the Exemplary Band Award if the director of the band is a member of the CBA, and if the band has met predetermined criteria within a single school year. These bands must demonstrate superior performances in concert band as well as in two out of four of the following areas; marching, solo ensemble, jazz band, and total band student enrollment. This is an exclusive award and very few are awarded each year. We are proud to have four middle schools and one high school whose bands have received this prestigious award.

We are proud to recognize the following band directors and their bands for receiving the 2009-2010 Colorado Band Masters Exemplary Band Award:

- *Ryan Crabtree from Fruita Monument High School,*
- *Brett Argo from Fruita 8/9 School*
- *Scott Davis from Mt. Garfield Middle School*
- *Sarah Kamstra from Redlands Middle School*
- *Joe Webb from Fruita Middle School*

All of these bands are truly models of excellence, as are their directors! Congratulations to each of you and to all of your young musicians.



Mesa County Valley School District 51

**Recognition: Elisa Murillo
Winner of State and National
"What Home Means to Me" Contest**

Board of Education Resolution: 10/11: 36

Presented: November 16, 2010

As part of its 2010 Housing America Campaign, the National Association of Housing and Redevelopment Officials (NAHRO) held a poster contest for children associated with affordable housing and community development programs owned or administered by NAHRO member agencies. Posters reflected the national theme of "What Home Means to Me." The contest was a collaborative effort of NAHRO's Chapter/State, Regional, and National Organizations.

The first place entries from each category (elementary, middle and high) in the State competitions were submitted to the National Contest. **Elisa Murillo from Grand Junction High School is a grand prize winner** at the National Level! Elisa, along with twelve national honorees, will have their artwork featured in a 2011 calendar. As part of her grand prize Elisa and her family will be provided with transportation and lodging to NAHRO's March, 2011, National Legislative Conference in Washington D.C. At this conference Elisa will receive a \$500 savings bond and framed certificate. Elisa's poster will be on display at the U.S. Capitol.

Elisa has a bright future ahead of her. Elisa plans on attending Notre Dame or CSU to pursue a degree in Veterinary Science. The Board of Education would like to congratulate Elisa on a job well done and wish her the best of luck in her post-graduate plans!



Board of Education Resolution: 10/11: 34

Presented: November 16, 2010

Rocky Mountain Elementary teacher Heather Baskin is committed to instructing gifted students in School District 51. So, in order to learn more and become a better Gifted and Talented educator, Heather acted upon a nomination and applied to become a member of the Colorado Academy of Educators for the Gifted, Talented and Creative students. She learned she was accepted at the end of October and will attend an Induction Luncheon on January 22, 2011.

The Academy is an organization of professional educators and researchers who work to serve the needs of gifted, talented and creative students and provide them excellence in education.

To earn acceptance into the academy, applicants must demonstrate four criteria in their portfolio:

1. status as a current or former professional educator
2. minimum of nine semester hours (twelve quarter hours) of graduate course work in the education of gifted students, or comparable professional preparation
3. minimum of three years substantial practical experience with gifted youth
4. substantial demonstrated service or contribution to gifted and talented education

Membership in the Academy provides educators and researchers, like Heather, who work to serve the needs of gifted students, with opportunities for networking with other professionals in the field. The Academy requires that its members demonstrate the highest levels of performance and competence and exhibit a continuing commitment of professional excellence, time and service in gifted education.

The Board of Education would like to congratulate Heather for her outstanding contributions to Gifted and Talented education in Colorado and for students in School District 51.



Board of Education Resolution: 10/11:32

Adopted: November 16, 2010

Name	School/Assignment	Effective Date
Retirements		
None at this time.		
Resignations		
None at this time.		
Leave of Absence		
None at this time.		
New Assignments		
Havens, Susan	Rocky Mtn/ SPED Moderate Needs	November 8, 2010

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 November 16, 2010.

Terri N. Wells
Secretary, Board of Education



Board of Education Resolution: 10/11: 31

Adopted: November 16, 2010

For Information Only
November 2010

NAME	ASSIGNMENT		LOCATION	EFFECTIVE DATE
RETIREMENTS- None at This Time				
RESIGNATIONS AND SEPARATIONS				
BRENNAN, LISA A	INSTRUCTIONAL ASST	TITLE	POMONA	11/17/2010
CRUZ, JOE A	LEAG ADVOCATE		MOUNT GARFIELD	10/15/2010
ESPINOSA MUNIZ, CELIA M	TRANSLATOR		EQUITY/DIVERSITY	11/12/2010
GONZALEZ MORENO, NATHALYE	INST ASST ESL		BOOKCLIFF	10/26/2010
ASSIGNMENTS				
BOUDREAUX, EDIE S	INSTRUCTIONAL ASST	READING	NISLEY	10/27/2010
DELONG, MELISSA Y	INSTRUCTIONAL ASST	SPED	EMERSON	10/04/2010
FETTIG, BRENDA K	FRUITA 8/9 INS ASST	SPED	FMHS/FRUITA 8/9	10/20/2010
FETTIG, BRENDA K	INSTRUCTIONAL ASST	SPED	FRUITA MONUMENT	10/20/2010
FRIGETTO, TRACY S	HEALTH ASSISTANT		FRUITA 8-9 SCHOOL	10/11/2010
GALLAGHER, PENNY M	INSTRUCTIONAL ASST	ECE	ROCKY MOUNTAIN	10/18/2010
GUNTLE, JULIA A	INSTRUCTIONAL ASST	READING	SHELLEDY	10/28/2010
KAMBISH, JACQUELINE R	INSTRUCTIONAL ASST	SPED	RIM ROCK	10/25/2010
MITCHELL-KREBILL, PAMELA R	PARAPROFESSIONAL		FRUITVALE	10/18/2010
SACKTER, KELLY J	INSTRUCTIONAL ASST		ROCKY MOUNTAIN	10/25/2010
SACKTER, KELLY J	INSTRUCTIONAL ASST		ROCKY MOUNTAIN	10/25/2010
THOMAS, KARI A	INSTRUCTIONAL ASST	SPED	GRAND MESA	10/12/2010
ZECK-KNOPP, MARIE E	INSTRUCTIONAL ASST	SPED	ORCHARD MESA	10/25/2010
LEAVE OF ABSENCE - 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 November 16, 2010.

Terri N. Wells
Secretary, Board of Education

Board of Education Resolution: 10/11: 33

Adopted: November 16, 2010

Donor	MJB Landscaping & Construction
Gift	Cash
Value	\$1,000.00
School/Department	West Middle School / Athletic fees and student support

Donor	Talbott's Orchard
Gift	Twelve gallons of apple cider
Value	\$48.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Pablo's Pizza
Gift	Three gift cards
Value	\$60.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Sonic
Gift	Five gift cards
Value	\$25.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Little Caesars
Gift	Three gift cards
Value	\$15.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	George Broning
Gift	Three gift cards for Subway
Value	\$30.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	American Lutheran Church
Gift	Eleven pairs of tennis shoes
Value	\$242.00
School/Department	Chipeta Elementary / Student in need of shoes

Donor	City Market
Gift	Sixty pounds of potatoes
Value	\$18.00
School/Department	Chipeta Elementary / Family dinner and fun night

Board of Education Resolution: 10/11: 33

Adopted: November 16, 2010

Donor	Papa Kelsey's
Gift	Three gift certificates
Value	\$30.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Albertsons
Gift	Fifty pounds of potatoes
Value	15.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Safeway
Gift	Ten pounds of potatoes
Value	\$3.00
School/Department	Chipeta Elementary / Family dinner and fun night

Donor	Nick n Willy's Pizza
Gift	Pizza and salad for twenty
Value	\$200.00
School/Department	Community Partnerships / DAC

Donor	Chipotle
Gift	Burritos for seventy people
Value	\$420.00
School/Department	Community Partnerships / CADI Review Debrief Meeting

Donor	Qdoba
Gift	Dinner for twenty people
Value	\$200.00
School/Department	Community Partnerships / The Connections Presenters

Donor	Healing Horizons
Gift	School Supplies
Value	\$100.00
School/Department	Prevention Services / R.E.A.C.H. Program

Donor	Brent Jensen
Gift	Pumpkins and goody bags
Value	\$500.00
School/Department	Chipeta Elementary / Four kindergarten classes



Board of Education Resolution: 10/11: 33

Adopted: November 16, 2010

Donor	Frame Depot
Gift	Foam mats
Value	\$150.00
School/Department	Fruita Monument High School / Tech Ed classes

NOW THEREFORE BE IT RESOLVED the Mesa County Valley School District 51 Board of Education, in accepting the donations listed above, extends their appreciation and acknowledges these important partnerships within the community which support learning for all students.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on November 16, 2010.

Terri N. Wells
Secretary, Board of Education



**Mesa County Valley School District 51
Grants**

Board of Education Resolution: 10/11: 30

Adopted: November 16, 2010

Grant Title	Sober Grad Night
Source	Pepsi Grant
Fund Number	
Site	BTK
Description	Sober Grad Night was implemented for our District 51 students to address needs in the area of safe and drug free activities for young adults. Mesa Mall hosts Sober Grad each year, offering dancing, games, food, prizes, bump n' jump activities, bungee run and other entertainment for students. Sober Grad Night is supported entirely through donations, grants and ticket sales to make it more affordable for all juniors and seniors in the valley.
Amount Requested	\$2,000.00
Fiscal Year	06/30/2011
Authorized Representative	Monika South

Grant Title	River Front Commission Outdoor Education Grant
Source	River Front Commission
Fund Number	22-605-0041
Site	Emerson
Description	To be used for transportation costs to various outdoor education sites.
Budget Amount	\$500.00
Fiscal Year	06/30/2011
Authorized Representative	Andy Laase

NOW THEREFORE BE IT RESOLVED that the Mesa County Valley School District No. 51 Board of Education approved the above identified grant funds for expenditure purposes.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on November 16, 2010.

Terri N. Wells
Secretary, Board of Education

RESOLUTION

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH.

WHEREAS, Mesa County Valley School District 51 (the "District") is a duly and regularly created, organized and existing political subdivision of the State of Colorado and body corporate, existing as such under and by virtue of the Constitution, statutes and laws of the State of Colorado.

WHEREAS, the Board of Education (the "Board") of the District, is authorized, pursuant to the Colorado Revised Statutes, to lease or rent undeveloped or improved real property or equipment on such terms as the Board sees fit for use by the District;

WHEREAS, the Board has determined and hereby determines that it is in the best interest of the District to finance and refinance the acquisition of energy and water savings conservation equipment and related systems (the "Project"); and

WHEREAS, for purposes of financing the Project, the Board has determined and hereby determines that it is in the best interests of the District that the District and Bank of America, N.A., or its designee ("Lessor") enter into an Equipment Lease/Purchase Agreement (the "Equipment Lease") and an Acquisition Fund and Account Control Agreement (the "Acquisition Fund Agreement") to provide for the lease of the Equipment (defined in the Equipment Lease) by the District from the Lessor; and

WHEREAS, the Lessors desire to lease the Equipment to the District, and the District desires to lease the Equipment from the Lessors, pursuant to the terms and conditions and for the purpose set forth in the Equipment Lease, dated as of the date thereof; and

WHEREAS, the obligation of the District to pay Rent (as defined in the Equipment Lease) shall be from year to year only; shall constitute currently budgeted expenditures of the District; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation, direct or indirect multiple-fiscal year obligation or other indebtedness of the District within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the District in any ensuing fiscal year beyond any fiscal year during which the Equipment Lease shall be in effect; and

WHEREAS, the Equipment Lease shall not directly or indirectly obligate the District to make any payments beyond those appropriated for any fiscal year during which the Equipment Lease shall be in effect; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF MESA COUNTY VALLEY SCHOOL DISTRICT 51, IN THE COUNTY OF MESA AND IN THE STATE OF COLORADO:

1. The terms and provisions of the Equipment Lease and the Acquisition Fund Agreement and all exhibits and appendices thereto (collectively, the "Project Documents") are hereby approved in substantially the form presented to the Board and on file in the offices of the District, provided however, that the Project Documents may be further revised with such changes as may be agreed to by counsel to the District and the Chief Financial Officer of the District. Any officer of the Board of Education is hereby authorized to affix and to attest the official corporate seal of the District on, the Project Documents, with execution and delivery constituting conclusive, irrefutable evidence thereof.

2. The execution and delivery of the Project Documents by officers of the Board and the execution and delivery by officers of the Board of the District of related certificates documents as may be necessary or appropriate to effectuate the transactions contemplated by the Project Documents are hereby approved.

3. All actions not inconsistent with the provisions of this Resolution, heretofore taken by the directors, officers and employees of the District, directed toward the purposes stated herein ratified, approved and confirmed.

4. All prior acts, orders or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

6. This Resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED this 16th day of November, 2010.

[DISTRICT SEAL]

President, Board of Education

ATTEST:

Secretary, Board of Education

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

I, _____, the duly appointed, qualified and acting Secretary of the Board of Education (the "Board") of Mesa County Valley School District 51 ("District"), do hereby certify that the foregoing pages, numbered 1 to 2, inclusive, constitute a true and correct copy of a resolution of the Board of the District, adopted at a regular meeting of the Board, held on the 16th day of November, 2010, as recorded in the official Record of Proceedings of the District kept in my office; that said proceedings were duly had and taken; that the meeting was duly held; and that the resolution has not been amended or rescinded since its adoption and is in force and effect as of the date hereof.

WITNESS my hand and the seal of the District, this 16th day of November, 2010.

Secretary

[DISTRICT SEAL]

CERTIFIED RECORD

OF

PROCEEDINGS OF

THE BOARD OF EDUCATION OF

_MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51__

[Insert name of School District above]

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

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

[Insert Name of School District above]

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 2010-11.

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>
[Insert name of Board Member below.]	[Check action taken by Board Member.]			
Harry Butler_____	_____	_____	_____	_____
Cindy Enos-Martinez_____	_____	_____	_____	_____
Diann Rice_____	_____	_____	_____	_____
Leslie Kiesler_____	_____	_____	_____	_____
Greg Mikolai_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 _____ 2010.

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 \$6,800,000; 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 2010-11 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 2010-11 and has concluded that cash flow management problems will **May** 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 June 25, 2011; 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 2010-11*” means the District’s fiscal year beginning July 1, 2010 and ending June 30, 2011.

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

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

“*Loan Program Notes*” means the tax and revenue anticipation notes issued from time to time during Fiscal Year 2010-11 by the State Treasurer on behalf of the Participants.

“*Maturity Date*” means the maturity date of the District Note, being June 27, 2011.

“*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 2010-11, 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, 2011, to and including June 30, 2011, 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 2010-11. 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 2010-11 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.

(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 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 **or his designee** 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 2010-11, 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 **(without penalty)**.

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 of the State Treasurer 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 2010-11. 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 requested Loan. The District hereby acknowledges that the State Treasurer will disburse funds only on each Draw Down Date upon submittal, not less 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 disbursement will be paid to the District.

Section 3.03. Projected Cash Flows and Ongoing Reporting.

(a) In completing the General Fund cash flow projections attached as Exhibit B hereto, the beginning amount and the anticipated cash inflows during Fiscal Year 2010-11 include all amounts that are “available for the payment” of General Fund expenditures of the District during Fiscal Year 2010-11. 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 invaded 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 2009-10 and (ii) the District believes that the General Fund cash flow projections for Fiscal Year 2010-11 are best available estimates and are based upon reasonable assumptions.

(b) 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 2010-11 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.

(c) 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 Chief Financial Officer and Superintendent shall promptly advise the State Treasurer of the amount, if any, 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 2010-11.

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 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.

(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 proceedings 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 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 five Fiscal 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 2010-11.

(iii) The District has not defaulted within the past five years, and is not currently in default, on any debt 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 District 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. 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 an 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 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 a 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 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 application to participate in the Loan Program 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 State Treasurer or the District under the provisions of this Resolution shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other parties hereto and their assigns, agents and representatives, and of whom may make copies thereof.

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 such parties as third party beneficiaries.

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 parties hereto, respectively, in their corporate capacities, and not of any member of the board of education, officer, employee or agent of the parties hereto 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 parties hereto, provided such individual is acting within the scope of their employment or trusteeship and without gross negligence, willful misconduct or malfeasance of office under Section 22-5-110 of the Colorado Revised Statutes.

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 16th day of November, 2010.

[Insert name of School District above]

[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 No. 51

Maximum Principal Amount: \$6,800,000

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 27, 2011, 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 27, 2011, 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 2010-11

[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 2010-11 cash flow summary should be attached to this Resolution at the time of consideration of its adoption by the Board of Education.]

The Board of Education recognizes that the exhibition and use of live animals and the organic remains of deceased animals in a school or classroom as part of the curricula or in conjunction with a course of study can enrich educational programs, facilitate the learning experience, and otherwise provide valuable educational benefits for students, particularly in the study of biological and life sciences. The Board further believes that service animals are sometimes needed in schools to accommodate or assist children and adults with disabilities, to detect the presence of contraband, or to perform other specialized tasks.

However, the presence of animals and/or their organic remains at school facilities or at school events must be carefully managed and controlled to avoid posing unreasonable risks to the safety, health and welfare of students and staff, to maintain a clean and sanitary educational environment, and to assure proper and safe care and handling of animals while in the school environment. The Superintendent shall develop and implement appropriate regulations to implement this policy. Such regulations shall include, but may not be limited to, reasonable restrictions and requirements governing the transport, exhibition and use of animals on school premises or at school events so as to limit their use to those that advance the purposes set forth above, to prohibit dangerous animals, to protecting students, staff and the public against injuries and disease, and to assure proper care and humane treatment of animals.

CROSS REFS: IMC-R, Animals in the Schools.

1. **Definitions.** The following definitions shall apply to this Regulation:

“School Premises” means in any school building, on school grounds, in any school vehicle, or within any other property or facilities used for any school-sponsored or district-sponsored activities or events.

“Animal” means any non-human living organism, other than plant, including but not limited to mammals, birds, live amphibians, reptiles, insects, mussels and fish.

“Service Animal” means any guide dog, signal dog, drug sniffing dog or other Animal individually trained to provide assistance to an individual with a disability or to law enforcement personnel.

“Poisonous Animal” is any animal that produces toxins, poison or venom in a manner that poses a threat to the health and safety of persons coming into contact with such animal. Poisonous Animals may include, but is not limited to, various species of spiders, insects (such as scorpions, bees, and wasps), snakes, reptiles and lizards.

“Wild Animal” means any non-domesticated Animal.

“Animal Specimen” means the preserved anatomy of an Animal in whole or in part.

2. **General requirements for Animals (other than Service Animals) on School Premises.**

- a. No person shall bring, possess, carry, keep, maintain or exhibit an Animal, other than a Service Animal, on School Premises except for educational or instructional purposes as part of the curriculum or an educational enrichment program relating to a specific course of study.
- b. A teacher must request and receive permission from the building principal before any Animal is brought to school. The request for permission must show how the Animal in a school or classroom, as part of the curricula or in conjunction with a course of study, can enrich educational programs, facilitate the learning experience, and otherwise provide valuable educational benefits for students, particularly in the study of biological and life sciences. The teacher shall ensure that the species of Animal is appropriate to the instructional purpose and age and maturity of the students. All Animals allowed on School Premises must be in good health and appropriately immunized. No Animals, for which vaccine is recommended, will be allowed without proof of current rabies vaccination.
- c. The teacher must also notify parents/guardians, faculty and staff in writing, prior to the Animal being brought to school (“Notice”). The Notice shall provide the opportunity to disclose known allergies or immune deficiencies that may cause the student, faculty or staff member to have especially susceptible allergic reactions to diseases transmitted by Animals, and shall require the student, faculty or staff member to suggest in writing to the teacher, the nature of the allergic reaction and special precautions that may be needed. The teacher is responsible for ascertaining any students with allergic reactions, diseases or other health concerns associated with Animal contact. A response to the Notice that the student, faculty or staff member has an allergic reaction to the Animal must be kept on file. Teachers shall consult with the school nurse and parent about precautionary measures for students that avoid harmful exposure to the animal. When a parent/guardian, has provided notification that an allergy or health condition may be

aggravated by exposure to the Animal, the teacher shall provide an appropriate alternative instructional activity for the student.

- d. All Animals must be handled with caution to prevent injury. If any individual is bitten or scratched by an Animal and the skin is broken, the affected area must be cleaned thoroughly following first aid procedures and then reported to the individual's parent/guardian and principal. The school nurse shall report any bites on a case by case basis within 24 hours to the Colorado Department of Public Health and Environment to determine the appropriate action(s) to follow pursuant to 6 C.C.R. 1009-1, Regulation 1 and consistent with the Family Educational and Rights and Privacy Act requiring disclosure of identifiable student information when there is an articulable and significant threat to the health or safety of a student or other individuals that form the basis for the disclosure.
- e. Students shall not bring Poisonous Animals or Wild Animals to School Premises. Exceptions may be made for exhibits and presentations by recognized agencies that have programs specifically designed for schools or children in a public setting. The adult handler is fully responsible and liable for the behavior of the Animal while on School Premises. The school principal will decide on a case by case basis whether the adult is required to have proof of insurance identifying the District as an additional insured.
- f. The person bringing an Animal on School Premises (the "Responsible Party") assumes any and all risks of loss or harm related to the Animal. The District shall not be liable for any injury, loss or damages sustained as a result of the Animal's death, illness or injury while on School Premises due to any cause or reason whatsoever.
- g. Except for Service Animals, Animals shall not be transported on school buses.
- h. Students shall not have unsupervised access to Animals on School Premises.

3. Use of Animal Specimens.

The use of Animal Specimens for dissection is permitted as defined in the curriculum. All Animal Specimens must be purchased from a reputable biological dealer. No Animal Specimens may be brought into School Premises unless preserved in accordance with generally accepted laboratory protocols and approved by the District's Environmental Health and Safety Coordinator.

4. Nutritional and environmental care of Animals.

- a. Teachers must assume primary responsibility for the humane and proper treatment of any Animals on School Premises for educational purposes.
- b. Animal(s) approved for overnight stays must be humanely and properly housed in cages, aquariums, etc., specific for the species. Animal cages, aquariums, etc., and the surrounding areas must be meticulously maintained and completely cleaned at least weekly. Ventilation should be provided to ensure adequate supply of oxygen, reduction of odors, maintenance of proper humidity and temperature and the dilution of airborne pathogens. Animal waste and materials from Animal cages, aquariums, etc., will be removed and disposed of in an appropriate manner. Waste materials from Animals should be bagged separately, sealed, and marked "Animal Waste". The Responsible Party shall be responsible for proper removal and disposal of Animal waste and for

controlling and confining the Animal so that it does not present a health or safety hazard and is not at large on School Premises. The teacher obtaining permission for the Animal to be brought to School Premises shall be responsible for the proper removal and disposal of Animal waste in the event the Responsible Party fails to perform such duties. Such teacher shall also take immediate corrective action as is necessary in the event the Responsible Party fails to adequately control and confine the Animal while the latter is on School Premises.

- c. No Animal may be experimentally medicated or drugged in a manner to cause painful reactions or to induce painful or lethal pathological conditions, or in which the Animal is injured through any other type of treatment, experiment or procedure, including but not limited to, anesthetization or electric shock, or where the normal health of the Animal is interfered with or when pain or distress is caused.
 - d. The Teacher shall make provisions for the care and maintenance of the Animal approved for overnight stays during the period of time when school is not in session (weekends, vacations, evenings).
 - e. Animal(s) are not permitted in areas where food is prepared or served. Cages and tanks shall not be cleaned in food handling areas.
5. **Service Animals.** Service Animals for students with disabilities shall be permitted in school buildings and on District property to the extent required by and under the conditions specified in the student's individualized education plan (IEP) or Section 504 accommodation plan. No other Service Animals shall be allowed in school buildings or on District property except upon prior notice to and approval of the Principal or building administrator. Such approval may be conditioned upon meeting reasonable requirements to protect the health, safety and welfare of district students and staff, and to avoid disruption of or impairment of the educational and workplace environment.

6. **Violations.**

Any teacher, staff member or student who knowingly or intentionally brings, possesses, carries, keeps, maintains or exhibits an Animal on School Premises in violation of this regulation or without complying with its requirements shall be subject to disciplinary action in accordance with Board policy.

LEGAL REFS: 40 U.S.C. §3103, *et seq.* (*Americans with Disabilities Act - Admission of guide dogs or other service Animals accompanying individuals with disabilities*).
 20 U.S.C. §1400, *et seq.* (*Individuals with Disabilities Education Act*).
 29 U.S.C. §794, *et seq.* (*Rehabilitation Act of 1973, Section 504*).
 28 C.F.R. 36,104 (*Nondiscrimination on the Basis of Disability by Public Accommodations*).
 20 U.S.C. 1232g (*Family Educational Rights and Privacy Act of 1974*).
 34 C.F.R. Part 99, effective January 8, 2009.
 C.R.S. §24-72-204(3)(d)
 6 C.C.R. 1009-1 (*Reporting Communicable Diseases*).
 13 C.C.R. 1216 (*Transportation of Property*)
 C.R.S. 24-34-803 (*Rights of Persons with Assistance Dogs*).

CROSS REFS: IMC, Animals on School Premises
 JLCE, First Aid and Emergency Medical Care.