From "Derrell Walton <derrell.walton@bvsd.org>" <derrell.walton@bvsd.org>
Subject **Puchasing Contract for review and signature**
To "planfullyconsulting@gmail.com" <planfullyconsulting@gmail.com>
Cc Rob Price <rob.price@bvsd.org>, Stephanie Glockzin <stephanie.glockzin@bvsd.org>
Date February 11, 2026 10:07:24 AM MST

Good morning Lisa,

I work in the Procurement department at Boulder Valley School District, and I received a request from Rob Price to prepare a contract for the consulting services Planfully will be providing to the District beginning this month.

Our standard purchasing contract is attached to this email in PDF format, with your proposal included as Exhibit A - Statement of Work. Can you please review, sign, and return this document to me at your earliest convenience? Alternatively, I can send you a digital signature request through Adobe Sign if that is easier.

Thank you and please let me know if you have any questions about the contract.

--
Kind regards,

Derrell Walton, PPA
Boulder Valley School District
Senior Buyer
6500 East Arapahoe Road
Boulder, CO 80303
derrell.walton@bvsd.org

Attachments:

- 2039 - Planfully - Consulting Services FY 26 - sent to vendor for signature on 021126.pdf

BVSD Contract Number: 2039

PURCHASING CONTRACT

Cover Page

SELLER	BUYER
Referred to as "Contractor"	**Referred to as "District" or "BVSD"**
Planfully Consulting 4530 S. Verbena Street Denver, CO 80237	Boulder Valley School District RE-2 6500 Arapahoe Rd PO Box 9011 Boulder CO 80301-9011
Contractor Representative: Lisa Relou (303) 522-0848 planfullyconsulting@gmail.com **Contractor Legal Notice Representative Name and Address** (if different from above):	**District Representative:** Rob Price +1 720-561-6425 rob.price@bvsd.org **District Legal Notice Recipient:** Stephanie Glockzin, Director of Supply Chain Management

Summary Information			
Effective Date	February 9, 2026	**Expiration Date**	June 30, 2026
Contract Lifetime Maximum (including all approved renewal periods)	$60,000.00	**Number of Optional Renewal Periods**	4
Contract Description	Consultant will provide consulting services for potential consolidation and closure of schools.		

Contract Lines		
Description	**UOM**	**Cost (Not-to-Exceed)**
Consulting Services	LO	$60,000.00

Contract Documents and Priority of Interpretation

This Contract shall be governed by the documents listed below. In the event of a conflict or inconsistency between this Contract and any Exhibit, Attachment or Addendum, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. This Cover Page and the Terms and Conditions of the main body of this Contract
2. Exhibit A – Statement of Work

The Solicitation Documents are incorporated by reference into the Statement of Work unless expressly excluded.

Terms and Conditions

1. SCOPE OF SERVICES. The Contractor shall perform the services as outlined in this Contract and in the Contractor's Statement of Work, attached and incorporated herein as Exhibit A ("Services").
2. TOTAL PRICE. The total contract price may be less than but shall not exceed the Contract Lifetime Maximum amount shown on the Cover Page of this contract.
   2.1. ESTIMATED PRICE. At the time of execution of this contract, the parties estimate the Contract Lifetime Maximum will not exceed the amount shown on the Cover Page of this Contract. The parties understand and agree that the Contract Lifetime Maximum amount is a good faith estimate. The actual monthly and annual amounts will vary according to the Services required and delivered to the District and will be based upon the fee schedule in Exhibit A.
   2.2. REIMBURSABLES. Unless otherwise expressly stated, reimbursables shall be included in the total contract price. Reimbursables include, but are not limited to: all office supplies, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, supplies, mailing charges, communications, reporting, analysis, delivery charges and all other items consumed/utilized/required by Contractor's staff, including subcontractors and suppliers.
   2.3. MATERIALS. All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services required to be furnished by the Contractor (the "Materials") shall be part of and not in addition to the contract price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the deliberate or negligent acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.
   2.4. TAXES. It is hereby recognized and acknowledged by the Contractor that the District is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority, per Section 39-26-704, C.R.S. The District's Federal Identification Number (FEIN) is 84-6014683. The District's tax exemption number is 98-023823. The District is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the District.
   2.5. INVOICES. The Contractor shall submit invoices to the District, attention Accounts Payable, by mail to the District's address on the Cover Page or by email to a-p.helpdesk@bvsd.org. Invoices shall include District's PO or Contract number (if applicable) and shall not include names or personally identifiable information ("PII") of students or District employees. To receive payment, Contractor is required to register in BVSD's online Supplier Portal.
   2.6. PAYMENTS. District will send payment by mail to the Contractor's remittance address as entered in the Supplier Portal or by Automated Clearing House ("ACH") upon approval by District's Accounts Payable department. Unless otherwise provided, and where appropriate, the District shall establish billing procedures and pay the Contractor the contract price or rate for services performed and accepted and/or goods delivered and accepted pursuant to the terms of this contract, based upon the submission of statements on forms and in a manner prescribed by the District. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services and/or goods. The liability of the District, at any time, for such payments shall be limited to the amount remaining of such encumbered funds. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this contract or other contracts between the District and the Contractor, or by the District as a debt due to the District. The District reserves the right to modify the payment

schedule in the event the Services are not proceeding to completion in the manner proposed such that the payments coincide with the percentage of total Services performed during any payment period. Contractors will be paid within forty-five (45) days after acceptance of goods and/or services and a correct notice of amount due, unless otherwise agreed to by contract. A liability shall not arise if a good faith dispute exists as to the District's obligation to pay all or a portion of the liability.

3. TERM/CONTRACT PERIOD. The time period to be covered by this contract shall begin on the Effective Date, or the date the parties execute this Contract, whichever is later, and shall end on the Expiration Date. The Contractor understands and agrees that the District shall not be liable for payment of work or services nor for costs or expenses incurred by the Contractor prior to the proper execution and District approval of this Contract.
   3.1. OPTIONS TO RENEW. The Parties may require continued performance for additional periods of twelve (12) months for any services at the rates and terms specified in the Contract. The Parties may exercise this renewal option in writing, up to the number of periods specified on the Cover Page, prior to the expiration of the current term. Notice of intent does not commit the District to a renewal.
4. TERMINATION. This Contract may be terminated by the District upon not less than five days' written notice should the Contractor fail substantially to perform in accordance with the terms of this Contract through no fault of the District and may be terminated by the District with ten days' notice without cause. The Contractor shall not terminate this Contract, without the written consent of the District, other than for nonpayment as provided below. In the event of termination of this Contract not due to the fault of the Contractor, the Contractor shall be paid for Services performed to the date of termination, including reimbursable expenses then due. In the event of termination, the Contractor shall deliver to the District all reports, data, and similar Materials relating to the Services prepared by or in the possession of the Contractor.
   4.1. COMPENSATION. If the District terminates the Contract for convenience, or abandons or suspends the Services for more than two months, the Contractor may submit a termination claim detailing the amounts owed due to termination, supported by relevant cost or pricing data. A settlement may be reached if the Contractor provides a supported claim and the settlement does not exceed the total contract price plus settlement costs, after deducting prior payments by the District, proceeds from any sales of supplies and materials agreed by the Parties, and the price of work not terminated. If the Contract is terminated for cause, the Contractor will be paid at the contract price for completed supplies or services accepted by the District. The District reserves the right to withhold payments to the Contractor to cover potential losses due to liens or claims and to offset the excess costs of acquiring similar goods or services elsewhere.
   4.2. PREPAYMENT REFUNDS. The Contractor will refund any sums that the District has prepaid and that remain unearned at the time of termination within 45 calendar days after termination, except as the Parties may otherwise agree in writing.
5. FORCE MAJEURE. Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or severe weather. The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises as a result of "force majeure". Upon request of the Contractor, the District shall ascertain the facts and extent of such failure, and, if the District

determines that any failure to perform was a result of force majeure, and that, but for the force majeure, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the District.

6. VENUE AND CHOICE OF LAW. The District is a public school entity and all public school contracts made in the state of Colorado are governed by Colorado law. Contract terms or conditions to the contrary do not change this fact (C.R.S. § 22-1-135(2)(c).). The Contractor agrees that the exclusive venue for any action between the parties for claims concerning this contract shall be in Boulder County, Colorado. The laws of the State of Colorado, including related and rules and regulations, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Contract to the extent that the Contract is capable of execution.
7. COMPLIANCE WITH LAW. Contractor must comply with all applicable federal, state, and local laws, rules, and regulations in effect when the Contract is executed or as established during the performance of this Contract, including, without limitation, those applicable to discrimination, unfair employment practices, and privacy. C.R.S § 22-1-135(2)(d)(II).
8. GOVERNMENTAL IMMUNITY. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 – 120, or any other immunities or protections afforded to the District.
9. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the Risk Management self-insurance statutes at C.R.S. §§ 24-30-1501 - 1520, as now in effect or as amended ("Risk Management Act"). The parties understand and agree that the liability of the District for claims or injuries to persons or property arising out of negligence of the District, its departments, divisions, schools, board, officials and employees is controlled and limited by the provisions of the Risk Management Act.
10. INDEMNIFICATION. The Contractor shall indemnify, save, and hold harmless the District, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.
11. FUND AVAILABILITY. Any and all contractual financial obligations of the public school contracting entity are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available (C.R.S § 22-1-135(2)(d)(I)). In the event funds are not appropriated, budgeted or otherwise made available, the Contract shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to limit any other right of termination available to the District. Pursuant to C.R.S § 22-44-115, any obligation of a contract which requires expenditures contrary to C.R.S § 22-44-115(1), shall be null and void, and no school district monies shall be paid.
12. INDEPENDENT CONTRACTOR. Contractor must perform its duties as an independent contractor, pay all applicable employment taxes and income taxes for its employees incurred in performance of the Contract, and provide and keep worker's compensation insurance and unemployment compensation insurance in the amounts required by law. C.R.S § 22-1-135(2)(d)(III).
13. COLORADO OPEN RECORDS ACT. Contractor acknowledges and agrees that District is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.2 to 205.5, as from time to time amended, and that records provided or produced under this Contract, including the Contract itself, may be subject to public inspection in accordance therewith.

14. PROHIBITED TERMS. The terms and conditions below are prohibited from inclusion in public school contracts (C.R.S § 22-1-135). If they are included in a contract, they will be void ab initio, but the remainder of the contract will be otherwise enforceable.
    14.1. INDEMNIFICATION. Terms or conditions that require a public school contracting entity to indemnify or hold harmless another person.
    14.2. ARBITRATION. Terms or conditions that bind a public school contracting entity to arbitration or other binding extra-judicial dispute resolution process.
    14.3. LIMITATION OF LIABILITY. Terms or conditions that limit the liability of another person for the bodily injury, death, or damage to the property of the public-school contracting entity or public school as a result of the negligence or willful misconduct of the person or the person's employees or agents.
    14.4. WAIVER, ALTERATION, OR LIMITATION OF APPLICATION OF LAWS. Terms or conditions that attempt to waive, alter, or limit the application of the laws below:
        14.4.1. The "Colorado Governmental Immunity Act," Article 10 of Title 24.
        14.4.2. The "Student Data Transparency and Security Act," Article 16 of Title 22.
        14.4.3. The provisions of sections 6-1-713 and 6-1-713.5 relating to the protection and disposal of personal identifying information.
        14.4.4. The provisions of Article 73 of Title 24 relating to security breaches and personal information.
        14.4.5. The "Colorado Privacy Act", part 13 of Article 1 of Title 6 after July 1, 2023.
15. COMPLIANCE WITH ACCESSIBILTY STANDARDS.
    15.1. Contractor acknowledges and agrees that the District affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with applicable law, including without limitation Section 508 of the U.S. Rehabilitation Act of 1973 and C.R.S. § 24-34-802. This includes providing information and communication technology for individuals with disabilities that complies with the accessibility standards for individuals with disabilities established by the Governor's Office of Information Technology (OIT), as may be amended from time to time (the "Accessibility Requirements"), which currently include the State of Colorado Technical Standard TS-OEA-001: Technology Accessibility for Persons with Disabilities; the State of Colorado Technical Standard TS-OEA-002: Technology Accessibility for Web Content and Applications; and the W3C's Web Content Accessibility Guidelines WCAG 2.1 Level AA.
    15.2. Contractor warrants and represents that the Services comply with the Accessibility Requirements. Contractor shall (i) at least annually during the term of this Contract, provide District with current (i.e. performed and dated within the previous twelve (12) months) accessibility testing results and written documentation verifying compliance with the Accessibility Requirements; (ii) promptly respond to and resolve complaints of noncompliance with the Accessibility Requirements; and (iii) in addition to its other indemnification obligations under this Contract, indemnify and hold the District, its directors, employees, and agents harmless from losses, liabilities, claims, causes of action, costs and expenses (including attorney's fees) arising out of or related to the Contractor's breach of this Section.
    15.3. If Contractor claims the Services comply with the Accessibility Standards and it is later determined by the District that any part of the Services is not in compliance, then the District will promptly inform the Contractor in writing of the noncompliance, and Contractor shall, at no cost to the District, remediate the Services within the time period specified by the District. If the Contractor fails to timely remediate the Services, then in addition to any other rights or remedies of the District hereunder, the District shall have the right to perform or have performed any necessary remediation and invoice the Contractor the cost thereof, which invoice the Contractor shall pay within thirty (30) days of receipt.

15.4. If Contractor breaches its obligations under this Section, then in addition to any other rights or remedies of the District hereunder, District shall have the right to terminate the Contract. Any termination of the Contract pursuant to this Section shall be deemed a termination "for cause."

16. CONFIDENTIALITY. Contractor agrees that any data accessed or given by the District in order to perform its obligations under the Contract (i.e. student personally identifiable information (PII), demographic data, financial data, etc., collectively referred to as "Confidential Data"), regardless of how Confidential Data is provided, remains the sole property of the District.

16.1. Contractor shall maintain the Confidential Data in the strictest confidence consistent with, and shall comply with, applicable law, including but not limited to:

16.1.1. the Colorado Student Transparency and Security Act (in particular C.R.S. § 22-16-108 through 110);

16.1.2. the Children's Online Privacy Protection Act;

16.1.3. the Federal Education Rights and Privacy Act;

16.1.4. the Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98;

16.1.5. the Colorado Privacy Act C.R.S. §§ 16-1-1301 to -1314; and

16.1.6. the Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 to 6-1-1214, 24-73-101 to 103.

16.2. The Contractor will not disclose Confidential Data to any third person or entity. Contractor will not pass, transport, or otherwise move Confidential Data outside the District networks, Contractor's secure data transmission site, or off District property without written approval from the District's Chief Information Officer. Changes to Contractor's practices, privacy policy, or end user license agreement that conflict with existing Colorado or federal laws and material breaches that involve the misuse or unauthorized release of Confidential Data may result in immediate termination of the Contract.

16.3. Contractor agrees to provide immediate notice to District of any breach/loss/release of Confidential Data. Contractor agrees that disclosure of confidential information may be cause for legal action. Defense of any such action shall be the sole responsibility of the Contractor. In the event Contractor is found to have breached this provision, Contractor shall be responsible for the District's associated costs and legal fees. If the Parties also sign a Data Protection Addendum (DPA), then that document shall control over any conflict with this language.

17. INSURANCE. Contractor shall obtain and maintain, and ensure that each Subcontractor (if permitted) shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Contract has expired or has been terminated. All insurance policies required by this Contract shall have an AM Best rating of A-VIII or better.

17.1. GENERAL. Commercial General Liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, including death, sexual abuse & molestation (coverage for organizations against claims arising from alleged sexual misconduct or molestation), and advertising liability with minimum limits as follows:

17.1.1. $1,000,000 each occurrence;

17.1.2. $50,000 any 1 fire.

17.1.3. Sexual abuse & molestation coverage shall provide a limit of $3,000,000 for each occurrence subject to an aggregate limit of $10,000,000. A policy that provides $3,000,000 of coverage via a primary policy plus an umbrella or following form excess policy in the amount of $10,000,000 will be satisfactory;

17.1.4. $1,000,000 products and completed operations each occurrence;

17.1.5. $2,000,000 general aggregate.

17.1.6. $2,000,000 products and completed operations aggregate, and;

17.2. AUTOMOBILE. Automobile Liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

17.3. WORKER'S COMPENSATION. Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. Insurance must stay in place and in effect even if the Contract term expires, until all Services or terms of the contract are completed and satisfied, up to 120 days after contract term expires.

17.4. CYBER. Cyber insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure (including ransom/extortion), and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as District Confidential Information with minimum limits as follows:

17.4.1. $1,000,000 each occurrence, and;

17.4.2. $2,000,000 general aggregate.

17.5. PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

17.5.1. $1,000,000 each occurrence; and

17.5.2. $2,000,000 general aggregate.

17.5.3. If coverage is written on a claims-made basis, it must remain effective (including additional insured status and certificate of insurance) for three years following the end of the Services or the end of the Contract (whichever is later).

17.6. CRIME. Commercial Crime Insurance including employee dishonesty coverage with minimum limits as follows:

17.6.1. $1,000,000 each occurrence; and

17.6.2. $2,000,000 general aggregate.

17.7. ENVIRONMENTAL. Environmental liability insurance coverage for damage resulting from an environmental mishap, including bodily injuries, property damage, pollution cleaning costs, and business interruption.

17.8. ADDITIONAL INSURED. The District shall be included as additional insured on all applicable policies.

17.9. PRIMACY OF COVERAGE. Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by the District.

17.10. CANCELLATION. Contractor shall provide thirty (30) days' written notice to the District should the policies be non-renewed, have a reduction in coverage or policy limits required, exhaustion of policy limits, or cancellation for any reason.

17.11. SUBROGATION WAIVER. All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that the carrier shall waive all rights of recovery under subrogation or otherwise against the District.

17.12. LIMITATION OF COVERAGE. The certificate of insurance will indicate any limitation of coverage in the Contractor's insurance policy such as claims made, defense within limits and aggregates, etc. Acceptance of a certificate with less than the required amounts and coverage shall not be deemed a waiver.

17.13. CERTIFICATES. Contractor shall provide to the District certificates evidencing Contractor's or its Subcontractors' insurance coverage as required in this Contract upon the District's request. Certificates

of insurance shall be in such form and substance sufficient to evidence that the insurance required under the Contract is in effect and shall provide information as to when insurance coverage expires.

17.14. WAIVERS. The District may waive or modify the insurance requirements as part of contract negotiation.

18. PREMISES ACCESS CERTIFICATION. The Contractor shall not knowingly employ on Boulder Valley School District premises, for the duration of the term of this Contract, including any renewal period, any persons convicted of or plea of nolo contendere to any felony or misdemeanor crime of unlawful behavior involving children, unlawful sexual conduct, child abuse, domestic violence, or a crime of violence.
19. FINGERPRINTING AND BACKGROUND CHECKS. Contractor agrees that no individual may be on site or perform services under this Contract until they have cleared the appropriate level of background check.
20. FACILITIES USE. The Contractor agrees to comply with the requirements of any and all District facility use policies, regulations and guidelines. When applicable, the Contractor shall obtain a use permit through the District for use of school facilities before or after school, weekends, during summer months and/or anytime when school is otherwise not in session. Applicable fees may be charged for use of space, equipment, and District personnel, including but not limited to custodians, building monitors, cafeteria staff, and auditorium or technology specialists.
21. HEALTH AND SAFETY. The Contractor shall comply with all applicable health and safety laws, regulations, ordinances, policies, and procedures. The Contractor shall immediately notify the District of any health and safety hazards that may arise in connection with the performance of the Services.
22. CONTRACTORS REPRESENTATIONS, STANDARDS, AND WARRANTIES.

22.1. All Services shall be performed by the Contractor in a diligent, safe, professional, impartial and workmanlike manner and the Contractor shall use its best skill and judgment pursuant to the highest standards of the profession for such Services in furthering the District's best interests.

22.2. The Contractor shall maintain in effect all times during the term of this Contract, a valid and appropriate license and/or registration, if and as required by law. The Contractor shall ensure that each of its employees, subcontractors, or similar personnel who are subject to licensing and/or registration maintain in effect at all times while performing work on the Services, a valid and appropriate license and/or registration, if and as required by law.

22.3. The Contractor understands the nature, location, and scope of the Services, the character of the equipment and facilities needed preliminary to and during the performance of the Services, and the general and local conditions and all other matters that can in any way affect the Services and is not relying on any representations or promises by the District except as set forth in this Contract.

22.4. The Contractor warrants that any materials utilized shall be adequate and appropriate for the use contemplated by the required Services.

22.5. The Contractor shall cooperate with other contractors, if any, and employees of the District in performing the Services.

22.6. The Contractor agrees to notify the District of any additional information the Contractor may need, or for any clarification of data.

22.7. The Contractor shall provide the level of service (number of people, their experience and estimated hours) required by and committed for the services throughout the term of the Contract and any extensions. The Contractor shall notify the District, in writing, of its desire to replace personnel dedicated to this Contract. The District reserves the right to approve replacement of personnel. Upon request by the District, the Contractor shall provide documented evidence and references that the replacement personnel possess the necessary training, experience and skills to competently perform

the obligations of this Contract. The Contractor shall disclose to the District any potential conflicts of interest for the proposed replacement personnel.

22.8. The Contractor shall assume all responsibility for performance of all Services in this Contract, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Contract are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Contract. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Contract.

22.8.1. Within ten (10) days of the mutual execution of the Contract, the Contractor shall provide a list with the names of its Subcontractors. Any deviation from the list must be approved in writing by the District. The Contractor shall not employ any Subcontractors that the District may, within a reasonable time, object to.

22.8.2. The Contractor agrees that it is as fully responsible to the District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, unless specifically noted to the contrary and approved in writing by the District.

22.8.3. The Contractor agrees to bind each of its subcontractors to the terms of the Contract and to preserve and protect the rights of the District under the Contract with respect to the Services to be provided.

22.8.4. Nothing contained in the Contract shall create any direct contractual relationship between any Subcontractor and the District.

22.9. The Contractor shall not initiate any press and/or media contact nor respond to press/media requests regarding this Contract and/or any related matters concerning the District without the prior written approval of the District.

22.10. The Contractor assures that all individuals providing services pursuant to this Contract shall complete all pre-employment screening requirements in accordance with the District's policies and practices, including criminal background checks and fingerprinting, prior to performing any work under this Contract or accessing any District property.

23. INSPECTION AND ACCEPTANCE. The District reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of the Contract, including any extensions. "Services" includes services performed or tangible material produced or delivered in the performance of services. If any of the Services do not conform to Contract requirements, the District may require the Contractor to perform the Services again in conformity with Contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the District may: (1) require the Contractor to take necessary action to ensure that the future performance conforms to the Contract requirements; and/or (2) equitably reduce the payment due the Contractor to reflect the reduced value of the Services performed. These remedies in no way limit the remedies available to the District in the termination provisions of this contract, or remedies otherwise available at law.
24. WARRANTY OF GOODS AND SERVICES. The Contractor shall warranty all Contractor developed deliverables, goods and services for a period of twelve (12) months from the date of this contract, at no additional cost to the District. This period will be referred to as the "warranty period." Support shall include but not be limited to: system performance assessment, problem determination and requisite software modification, testing, resolution, implementation, and documentation.
25. OWNERSHIP OF DATA/USE OF WORK PRODUCTS. Any research, reports, studies, data, photographs, videos, drawings, or other documents or materials prepared by the Contractor in the performance of its obligations

and Services under this Contract ("Work Product" or "Work Products") shall be the exclusive property of the District and all such materials shall be delivered to the District by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations and Services under this Contract without the prior written consent of the District. The ownership rights described shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. District shall own the copyrights to all District data and Work Products. The Contractor shall retain all rights to intellectual and intangible property relating to their product or service, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated.

26. ASSIGNMENT AND SUCCESSORS. The Contractor agrees not to assign rights or delegate duties under this contract without the express, written consent of the District, which consent shall not be unreasonably withheld. Such consent may include, at the District's sole discretion: 1) the execution by the District, the Contractor and the Assignee of a Novation Contract in a form prescribed by the District, which Novation Contract will become effective upon District approval, or 2) verification by the District of the assignation. Except as herein otherwise as provided in this agreement, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment, provided that written notice of assignment adequate to identify the rights assigned is received, verified and approved by the District.
27. SURVIVAL OF CERTAIN CONTRACT TERMS. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the contract shall survive such termination or expiration date and shall be enforceable by the District in the event of such failure to perform or to comply by the Contractor.
28. NOTICES. Any notice required under this Contract shall be in writing and shall be effective upon confirmed transmission by email, personal delivery, or three days after mailing when deposited in the United States first-class mail, postage prepaid, to the individual named on the Cover Page of this Contract. Either party may, from time to time, designate in writing a new or substitute representative or address. For notices sent to the District, an additional copy shall be sent first class mail, postage prepaid to: Boulder Valley School District, Attn: Legal Department, 6500 Arapahoe Rd, PO Box 9011, Boulder, CO 80301.
29. WAIVER. The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.
30. RECORDS/AUDITS. The Contractor shall maintain complete and accurate records of all charges the District incurs under the Contract in accordance with generally accepted accounting principles. The District may inspect and copy those records upon reasonable notice.
31. ENTIRE AGREEMENT. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless in writing and executed. This Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations as of the effective date of such change. This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.

32. THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third party.
33. SEVERABILITY. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision.
34. LEGAL AUTHORITY. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.
35. COOPERATION OF THE PARTIES. The Contractor and the District agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Contract. The parties agree to meet to resolve problems associated with this Contract. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
36. SECTION HEADINGS. The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the Contract.

[signature page follows]

By signing this Agreement, the parties affirm that they are authorized to bind the parties to the terms of this Agreement and the Contractor certifies that they are not suspended or debarred or otherwise excluded, per the System of Award Management in accordance with federal law.

CONTRACTOR:	DISTRICT:
Planfully Consulting 4530 S. Verbena Street Denver, CO 80237 Legal Name and Address	BOULDER VALLEY SCHOOL DISTRICT RE-2 6500 Arapahoe, PO Box 9011, Boulder, CO 80303
Signature of Authorized Officer	Rob Price, Assistant Superintendent of Operational Services
Printed Name of Signatory	Kathleen Sullivan, Legal Review

EXHIBIT A
Statement of Work

Summary Information

Begin Date:	February 9, 2026
End Date:	June 30, 2026
Cost of Work (not-to-exceed amount):	$60,000.00
Payment Schedule	Monthly invoicing
District Contact(s):	Rob Price, rob.price@bvsd.org

Services to be Performed

Contractor will provide consolidation and closure of schools consulting services, as per attached (3) page proposal, at a rate of $150/hr for a total amount not to exceed $60,000.00.

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Proposal for Support & Inform Services: Boulder Valley School District

Prepared by Planfully Consulting – Claire Takhar & Lisa Relou
Date: February 3, 2026

Introduction

Boulder Valley School District is experiencing declining enrollment that is accelerating more quickly than previously projected and is affecting student experience, staffing stability, equity across schools, and the efficient use of district resources. In response, district staff developed a **Strategic Community Engagement Plan for Resilient Schools** designed to build shared understanding of these challenges and inform future decision-making.

This work builds on a strong foundation already in place, including more than three years of collaboration with the Long Range Advisory Committee. BVSD enters this moment with clear alignment between the Board of Education and the Superintendent to confront these challenges directly and responsibly. The district's Plan for Resilient Schools reflects a comprehensive, well-sequenced approach that intentionally centers principals, teachers, and community members throughout the process. By investing early in internal engagement and regional community structures, BVSD has demonstrated a deep commitment to transparency, trust-building, and thoughtful stewardship of the system.

As the work moves into its early implementation phases, there is an opportunity to strengthen execution through dedicated thought partnership alongside district leadership. Having a partner alongside the district creates space to focus on the critical moves that will support the process as it unfolds and reinforce steady forward progress.

At Planfully Consulting, we partner with school district leadership teams during the highest stakes moments they face. Our approach centers on embedded advisory support to provide leadership teams with the thought partnership to anticipate system-level impacts. Grounded in lived experience leading school closure and consolidation work at scale, Planfully supports districts in navigating this work aligned to their unique goals and values.

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Scope of Work

***Planfully's Role:* Embedded Advisory Support through the completion of the First Two Phases of BVSD's Strategic Community Engagement Plan for Resilient Schools**

Planfully will partner with BVSD as an embedded strategic advisor during Phase 1 (Preparation) and Phase 2 (Building Understanding & Collecting Input) of the district's Strategic Community Engagement Plan for Resilient Schools. Our role will be to provide subject matter expertise that helps leaders anticipate implications, maintain coherence across community engagement and operations, and prepare the organization to respond thoughtfully as the process advances.

Side-by-Side Advisory Support

Ongoing embedded partnership, February–June 2026

Planfully will work alongside BVSD staff as real-time strategic advisors through the completion of Phase 1 and Phase 2 implementation of the Strategic Community Engagement Plan for Resilient Schools. This includes attending standing district meetings and select subgroup meetings, observing community engagement as appropriate, and working one-on-one with individual staff members.

In this role, Planfully will:

- Provide real-time thought partnership and strategic counsel as questions, tensions, and tradeoffs emerge.
- Help district leaders anticipate downstream impacts and "see around corners" as engagement unfolds.
- Support alignment between engagement design, messaging, and operational realities.
- Provide light-touch communications support by advising on framing, sequencing, and consistency, supporting the district's core communications function.
- Serve as a thought partner to help leaders pressure-test assumptions while maintaining momentum and sequencing next steps.

- As needed, begin early readiness forecasting by supporting initial thinking about how department functions may be implicated, what questions are likely to arise, and where light scenario planning now can prevent confusion or disruption later.

This side-by-side approach allows Planfully to add value in the moment—supporting judgment calls, sequencing decisions, and maintaining coherence across a complex, fast-moving process.

Project Team

This work will be led directly by **Lisa Relou** and **Claire Takhar**, senior consultants with deep experience in superintendent advising, school consolidation, and high-stakes district leadership challenges. Together, we have supported the closure or consolidation of more than 30 schools and advised multiple executive teams through complex system-level changes and crisis response.

We will subcontract services as needed to meet the client's needs and will communicate with the district in advance regarding any subcontracted support.

Timeline

This engagement will occur between **February 9 and June 30, 2026**. It is structured to complement Phase 1 and 2 and prepare for Phase 3 and 4 of BVSD's Strategic Community Engagement Plan for Resilient Schools and anticipated Board timelines.

Cost

Side-by-Side Advisory Support

- Billing Structure: $150/hr
- Not-to-Exceed Amount: **$60,000**
- Assumptions: Average of 20 hours per week for up to 20 weeks; maximum of 400 hours
- Invoiced monthly based on actual hours worked, not to exceed the stated cap without prior written approval