From "Alex Kogan <akogan@erstrategies.org>" <akogan@erstrategies.org>
Subject **Purchasing Contract for your review and signature**
To Derrell Walton <derrell.walton@bvsd.org>
Cc Jonathan Travers <jtravers@erstrategies.org>, Rob Price <rob.price@bvsd.org>, Stephanie Glockzin <stephanie.glockzin@bvsd.org>, Angela King Smith <akingsmith@erstrategies.org>, Katie Roy <kroy@erstrategies.org>, Michelle Guertin <mguertin@erstrategies.org>
Date March 10, 2026 10:14:34 AM MDT

Hi Derrell,

Thank you for your patience here. I've attached another version of the contract here — I believe the only change is the addition of Exhibit B, which is a schedule of when all members of the ERS team will be working on this project.

If you're okay with this addition, we are all set to move to signature. When you send this in Adobe Sign, can you please send it to Michelle Guertin (mguertin@erstrategies.org)?

All the best,
Alex

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Thursday, March 5, 2026 3:33 PM
To: Alex Kogan <akogan@erstrategies.org>
Cc: Jonathan Travers <jtravers@erstrategies.org>; Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>; Katie Roy <kroy@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

You're welcome.

On Thu, Mar 5, 2026 at 2:23 PM Alex Kogan <akogan@erstrategies.org> wrote:

> Understood. Thank you for the clarification.
>
> Alex

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Thursday, March 5, 2026 3:13 PM
To: Alex Kogan <akogan@erstrategies.org>
Cc: Jonathan Travers <jtravers@erstrategies.org>; Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>; Katie Roy <kroy@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

Hi Alex,

Thanks for your prompt response. The background check is standard language in our contracts. ERS will probably not be required to undergo background checks, however, if the need arises, we want to make sure that ERS is aware and fine to move forward if necessary.

On Thu, Mar 5, 2026 at 2:06 PM Alex Kogan <akogan@erstrategies.org> wrote:

> Hi Derrell,
>
> Thanks for sending this over. I just sent it to our legal counsel for review. Our signer will be Michelle Guertin, Controller, mguertin@erstrategies.org.
>
> One quick note I had while looking at the comments in the contract: I believe ERS will have no contact with students during the project (and no unsupervised contact with students). Does this change the background check requirement?
>
> All the best,
> Alex

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Thursday, March 5, 2026 2:35 PM
To: Alex Kogan <akogan@erstrategies.org>
Cc: Jonathan Travers <jtravers@erstrategies.org>; Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

Good afternoon Alex,

Attached you will find our responses to your redlines. If you are okay with our recommendations, I can route a clean version of the contract through Adobe sign. Also, please let me know who the signatory is so that I can have that section pre-filled.

Thank you.

On Mon, Mar 2, 2026 at 2:28 PM Derrell Walton <derrell.walton@bvsd.org> wrote:

> You're welcome!
>
> On Mon, Mar 2, 2026 at 2:28 PM Alex Kogan <akogan@erstrategies.org> wrote:
>
> > Great, thanks!
> >
> > Alex

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Monday, March 2, 2026 3:27 PM
To: Alex Kogan <akogan@erstrategies.org>
Cc: Jonathan Travers <jtravers@erstrategies.org>; Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

Hi Alex,

Thanks for reaching out. I hope to have an update by the end of the week.

On Mon, Mar 2, 2026 at 2:26 PM Alex Kogan <akogan@erstrategies.org> wrote:

> Hi Derrell,
>
> I hope you had a good weekend. I'm checking in about the contract changes — is there any update? All good if not.
>
> Thanks,
> Alex

Alexander Kogan (he/him/his)
Strategy & Partnerships Lead
Education Resource Strategies
480 Pleasant St, Suite C-200 | Watertown, MA 02472
www.erstrategies.org | Book time to meet with me

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Thursday, February 19, 2026 6:42 PM
To: Alex Kogan <akogan@erstrategies.org>
Cc: Jonathan Travers <jtravers@erstrategies.org>; Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

You don't often get email from derrell.walton@bvsd.org. Learn why this is important

Good afternoon Alex,

I am in receipt of the contract w/ redlines. I will forward it to our Legal department for review.

On Thu, Feb 19, 2026 at 9:06 AM Alex Kogan <akogan@erstrategies.org> wrote:

> Hi Derrell,
>
> Our legal counsel has reviewed the contract and has requested a few changes, included in the redlined version attached here. If you can confirm that the changes work for you, we can move forward for signature.
>
> Thank you,
>
> Alex

Alexander Kogan (he/him/his)
Strategy & Partnerships Lead
Education Resource Strategies
480 Pleasant St, Suite C-200 | Watertown, MA 02472
www.erstrategies.org | Book time to meet with me

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Thursday, February 12, 2026 10:51 AM
To: Jonathan Travers <jtravers@erstrategies.org>
Cc: Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>; Angela King Smith <akingsmith@erstrategies.org>; Alex Kogan <akogan@erstrategies.org>
Subject: Re: Purchasing Contract for your review and signature

You don't often get email from derrell.walton@bvsd.org. Learn why this is important

Good morning Jonathan,

Sounds good, thank you for the update.

On Thu, Feb 12, 2026 at 9:50 AM Jonathan Travers <jtravers@erstrategies.org> wrote:

> Derrell-
>
> Thanks for sending the contract over.
>
> Our legal counsel will review it, and we will get back to you shortly if we have any comments or sign it if everything looks correct to her.

Best,

JT

From: Derrell Walton <derrell.walton@bvsd.org>
Sent: Wednesday, February 11, 2026 11:51 AM
To: Jonathan Travers <jtravers@erstrategies.org>
Cc: Rob Price <rob.price@bvsd.org>; Stephanie Glockzin <stephanie.glockzin@bvsd.org>
Subject: Purchasing Contract for your review and signature

You don't often get email from derrell.walton@bvsd.org. Learn why this is important

Good morning Jonathan,

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 ERS will be providing to the District beginning this month. Furthermore, we have issued PO# 465619 and would like to put this contract in place to formalize the agreement.

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

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Kind regards,

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

Attachments:

- Boulder Valley - 26 - Portfolio Session - Services Agreement (1).docx

BOULDER VALLEY SCHOOL DISTRICT

BVSD Contract Number: 2040

PURCHASING CONTRACT
Cover Page

SELLER	BUYER
Referred to as "Contractor"	**Referred to as "District" or "BVSD"**
Education Resource Strategies Inc 480 Pleasant St, suite C200 Watertown MA 02472	Boulder Valley School District RE-2 6500 Arapahoe Rd PO Box 9011 Boulder CO 80301-9011
Contractor Representative: Angela King Smith 617-607-8000 akingsmith@erstrategies.org **Contractor Legal Notice Representative Name and Address** (if different from above): Katie Roy, Partner and General Counsel	**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)	$70,000.00	**Number of Optional Renewal Periods**	4
Contract Description	Education Resource Strategies will be providing consulting services for proactive community engagement as it pertains to potential school consolidation.		

Contract Lines		
Description	**UOM**	**Cost (Not-to-Exceed)**
Consulting Services	LO	70,000.00

Invoicing Schedule:

- $10,000 invoiced on 2/28/26
- $30,000 invoiced on 3/31/26
- $30,000 invoiced on 4/30/26

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. FIXED PRICE. The Contractor shall perform the Services pursuant to the fee schedule set forth in Exhibit A. Prices, rates, fees, and costs are specified in Exhibit A and shall remain fixed accordingly.
   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. $1,000,000 products and completed operations each occurrence;

17.1.3. $2,000,000 general aggregate.

17.1.4. $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, which shall not be unreasonably withheld. 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. The Contractor's personnel schedule for this Contract appears in *Exhibit B: Contractor's Personnel Schedule*; no notification or approval shall be required for personnel changes in alignment with Exhibit B.

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.

22.7.1. 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.

22.7.2. 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.

22.7.3. 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.

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

22.8. 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.

22.9. 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. 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. TheContractor 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.

25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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:
Education Resource Strategies Inc 480 Pleasant St, suite C200 Watertown MA 02472	BOULDER VALLEY SCHOOL DISTRICT RE-2 6500 Arapahoe, PO Box 9011, Boulder, CO 80303
Legal Name and Address	
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:	2/9/26
End Date:	June 30, 2026
Cost of Work (not-to-exceed amount):	$70,000.00
Payment Schedule	Monthly invoicing
District Contact(s):	Rob Price, rob.price@bvsd.org

Services to be Performed

Education Resource Strategies will be providing consulting services for proactive community engagement as it pertains to potential school consolidation. (As per the attached 5 page proposal)

Boulder Valley School District

01/28/2026

The Opportunity

Like many districts nationally, the Boulder Valley School District (BVSD) is currently grappling with significant under-enrollment in specific regions in a time of fiscal constraint. To ensure that every student has access to a high-quality, well-resourced educational experience, the district must evaluate its current school footprint.

This project seeks to support BVSD leadership with a dual purpose. First, it intends to bring best-in-class resources and national expertise to educate community stakeholders on (a) the relationship between scale and service delivery, (b) what that means for individual schools and the system overall, and (c) the levers the district can pull to optimize the configuration of schools in service of service delivery/student experience. Second, it intends to help district leadership learn more about how different community stakeholders are currently thinking about issues related to changing the mix and configuration of schools generally (how well they understand the issue overall, what aspects of student experience are most important, how they think about the tradeoffs of different levers, etc.).

It will also better enable district leadership to refine its stakeholder engagement on this issue moving forward in ways that directly respond to stakeholder understanding and ultimately craft strategies that are more responsive to stakeholder priorities.

This project represents an important early-stage step in a broader districtwide conversation about enrollment and school configuration and will serve the district well as it shifts to developing a more comprehensive fact base to support future analysis and ultimately decision-making that aligns student experience, enrollment and the mix and configuration of BVSD schools.

Key Workstreams and Deliverables

Overview

ERS will provide "side-by-side" support to BVSD to design and execute a series of regional community engagement sessions in late March or early April 2026. These sessions will engage participants in a learning-focused discussion about (a) how enrollment trends shape resources, programs, and the student experience and (b) how changing the mix and configuration of schools in a system can change student experience. We will utilize two key exercises to drive participant learning and engagement over the course of roughly 90 minutes:

- **Part 1: The "Day in the Life" Experience[i]:** Demonstrates how different sizes/configurations of schools can impact student (and staff) experience.
- **Part 2: Values-Based Configuration Optimization:** An interactive exercise where participants make trade-offs to optimize the configuration of schools to provide the student (and staff) experiences they value most.

Key Workstreams & Milestones

Workstream I: Exercise Design, Customization & Piloting

i. *Working title to be finalized through design process*

ERS will develop the Day in the Life and Configuration Optimization Exercise tools in collaboration with BVSD leadership and will retain ownership of the final deliverable; BVSD will have full rights to use the tool for district purposes independently after the completion of this project as it sees fit. The specific elements of the exercise would draw on ERS' 20 years of relevant experience supporting districts' national research, input from a district leadership working group, and feedback from a broader cross-functional district team.

ERS will work with the district to design, test and pilot both exercises or tools during the project, using rapid learning cycles to gather feedback from leadership and other cross-functional participants. Insights from these learning cycles and pilots will be used to refine materials, facilitation strategies, and the exercise in real time, ensuring that actual stakeholder sessions in late March/early April successfully achieve the objectives outlined above. Outlined below are the major areas of work for workstream 1:

1. **Development of "Day in the Life" & "Values-Based Configuration Optimization" Exercises**
    - Using data and information collected through district leadership, the ERS team will develop illustrative "day-in-the-life" student profiles that will be recognizable to BVSD stakeholders (i.e. consistent with BVSD's current operational assumptions, academic programming models, and student support structures). These profiles will be used to surface likely student experiences in under enrolled schools that may have potential school configuration considerations in the future. We want these exercises to build understanding of some of the potential tradeoffs and challenges that students (and staff) experience in their day-to-day: what problems in student experience might changing the mix and configuration of schools solve?
    - Using research and experience from the field and ERS' history of working with systems and schools facing resource constraints, ERS would also develop a broader "Values-Based Configuration Optimization" exercise akin to ERS' Budget Hold'Em to build understanding of how different changes to school mix and configuration in a district can change different aspects of student and staff experience, and to help stakeholders reflect on the tradeoffs of such changes.
    - Note: While both exercises will be designed to align with BVSD context, they will explicitly not represent BVSD schools or students.
2. **Piloting exercise content with cross-functional district groups & finalizing materials for community sessions**
    - Once ERS and BVSD project leadership are aligned on the exercises, ERS would then pilot them with broader cross-functional district groups to test user experience, and collect feedback to refine design and facilitation procedures
    - Finally, ERS and BVSD project leadership would agree on the final materials to bring to the regional community engagement sessions described below.

Workstream II: Regional Engagement Planning and Execution

After aligning on exercise design, ERS would work with BVSD project leadership to design a series of regional community information meetings to engage families, caregivers, and community members.

Note: These meetings fit into a broader stakeholder engagement strategy – so it would be imperative for ERS & BVSD project leadership to align on the role that sessions play relative to engagement that has preceded and will follow them.

Meeting Objectives and Overview

ERS will support the district in planning and delivering **six (6) regional meetings** focused on the communities identified by BVSD that they think are most likely to be impacted by potential school changes. Beyond the engagement objectives described at the top of this document, the meetings will be designed to:

- Provide clear, accessible information and content
- Describe future engagement opportunities with the district on the topic
- Build trust through transparency and consistent messaging
- Surface initial questions and concerns to inform subsequent engagement phases

Outlined below are the suggested major responsibilities for meeting design & execution.

ERS Responsibilities	District (BVSD) Responsibilities	Joint Responsibilities
• Design the overall engagement approach and meeting objectives. • Develop all required materials for exercises (cards, visuals, presentations, and discussion guides). • Create facilitation protocols. • Train district staff and partners supporting meeting delivery. • Co-facilitate meetings alongside district leaders as appropriate. • Synthesize themes and questions raised across sessions. • Produce a summary memo/deck that synthesizes stakeholder feedback, concerns and areas of interest (per Workstream 3)	• Identify impacted communities and select locations for up to 6 regional meetings. • Secure meeting venues, dates, and logistical arrangements. • Lead outreach, invitations, and community communications. • Provide table facilitators, interpreters, translation services, and accessibility accommodations. • Ensure participation from relevant district leadership and staff. • Manage media inquiries and external communications related to the meetings.	• Finalize meeting agendas and run-of-show documents. • Align on messaging and framing for community communications. • Review and refine materials prior to public release. • Coordinate staffing roles for each session. • Debrief after each meeting to surface lessons and adjustments. • Agree on synthesis themes and reporting approach. • Determine next steps following completion of all sessions.

Workstream III: Stakeholder Data Analysis & Insight Development

Following the regional engagement sessions, ERS will synthesize stakeholder input to identify key themes and implications to inform the work moving forward. In advance of the meetings ERS would work with BVSD project leadership to align on the specific research questions and then prepare any supplemental data collection tools (i.e. end of session survey) accordingly. Stakeholder analytics could include:

- Value-Mapping Report: Analyze the "Optimization" choices made across all regional meetings to identify the top 3-5 priorities the community wants the district to protect.
- Meeting Participants and Broader Community Comparison Group: Synthesize findings from the engagement sessions alongside broader district polling to understand the ways in which exercise participants are or aren't representative of the full range of stakeholders.
- Regional Feedback Crosswalk analyzing themes by geography and stakeholder group, highlighting alignment and tensions with district priorities, and identifying implications for future options development and engagement phases
- Cross-Meeting Summary Report identifying key stakeholder insights and recommended refinements to the district's engagement and change-management approach for future phases

Proposed Timeline and Budget

ERS is prepared to begin work on the scope outlined above as soon as an agreement is reached with BVSD.

The proposed project timeline is approximately twelve (12) weeks in duration, with Workstream I estimated at six to eight (6–8) weeks, Workstream II at four to six (4–6) weeks, and Workstream III at two to four (2–4) weeks, pending final scope confirmation and district coordination.

	Feb	Mar	Apr	May
I: Tool Design & Piloting	X	X		
II: Regional Meetings		X	X	
III: Analysis & Final Reporting			X	

The estimated project cost for ERS is $90,000, inclusive of travel and other out-of-pocket expenses. Because ERS sees significant national applicability to the exercises that will be developed through this project, we are able to access national foundation funding to significantly subsidize Workstream 1, reducing the **BVSD share of the cost to $70,000.**

The work would be led day-to-day by Dr. Angela King Smith ERS Partner, with strategic oversight from Jonathan Travers, ERS President.

As a nonprofit organization, ERS is proud to offer comparatively low rates, which our analysis suggests are significantly lower than those of for-profit consulting firms providing similar services to school districts.

About ERS

Every school. Every child. Ready for tomorrow.

Education Resource Strategies empowers school system leaders to make transformational shifts in resources, structures, and practices so that all students—especially those with the greatest learning needs and those furthest from opportunity—attend a school where they can learn and thrive. We partner with district teams, expand leaders' knowledge and skills, and share lessons and tools with the field.

We know that for every school to succeed for every student, schools must be organized differently from the rigid class sizes, fixed time blocks, and un-differentiated teacher roles that still define "school" today.

Ensuring positive learning experiences and high-quality instruction—in a fiscally sustainable way—requires significant resource shifts

Since 2005, we have worked hand-in-hand with the leaders of over 150 school systems and several states through partnerships focused on data (analysis & benchmarking), design (strategy, resource trade-offs & consensus building), and implementation (planning & monitoring). In all our work, we focus on the larger picture—how resources work together to create high-performing systems. Our non-profit status enables a different kind of partnership with districts and states: one in which we participate in the transformation struggle, create insights together, and share lessons with others.

EXHIBIT B

Contractor's Personnel Schedule

Contractor Personnel Name	Dates
Angela King Smith	Through 5/1/26
Samantha LeVangie	Through 5/1/26
Simon Ellis	Through 5/1/26
Raquel Jorge Fernandes	Through 4/1/26
Jonathan Travers	Through 5/1/26