



Poudre School District Board of Education

2407 Laporte Avenue, Fort Collins, CO 80521 • 970-490-3607

Meeting Agenda

Business Meeting

August 13, 2019

5:30 PM Dinner Session and 6:30 PM Business Meeting

Dinner Session - (Superintendent's Office/Conference Room)

5:30 PM

This time is scheduled for the Board to receive information and to discuss issues introduced by Board members and the Superintendent. These matters may be scheduled in advance or raised at the meeting. No Board action on substantive matters is taken at the dinner session. As is the case at the regular business meeting, the Board may vote to go into executive session to discuss and/or receive information on particular matters as authorized by C.R.S., 24-6-402(4). The following topics have been scheduled in advance for this dinner meeting:

- 1. District Information and Board Discussion Topics**
- 2. Agenda Planning**
- 3. Committee Reports**

REGULAR BUSINESS MEETING - (BOARDROOM)

6:30 PM

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. RECOGNITIONS AND REPORTS**

- 4.1 Communications Awards
- 4.2 Superintendent's Report
- 4.3 Board Reports

5. COMMUNITY COMMENT

Community members who have signed up on the community comment roster are welcome to speak at this time on topics not included on the agenda as ACTION ITEMS or INFORMATIONAL REPORTS/DISCUSSION ITEMS (the opportunity for community comment on those agenda items is provided when they are before the Board for action or information/discussion). In order to manage the Board's and the public's time in the most efficient manner, the comments of each speaker may not exceed three minutes. If more than 10 community members sign up to speak, the Board may impose ad hoc rules to reasonably limit the total time allotted for community comment. If one or more Board members choose to respond to a speaker's comments, debate with the speaker is not invited and the speaker is thereafter not entitled to make additional comments. Please keep in mind that community comment time is made available for the public to address issues, not personalities; personal attacks are not allowed.

6. CONSENT AGENDA

Consent Agenda: Board members will be asked if they wish to discuss any items listed on the Consent Agenda. If so, these items will be moved from the Consent Agenda and placed under Items for Action. Items remaining on the Consent Agenda will be voted on together, pursuant to the following motion: "I move that the Board approve and adopt the recommended actions for the items on the consent agenda."

- 6.1 Personnel Action
- 6.2 Meeting Minutes: June 11, 2019, June 27, 2019 (Special Meeting), and July 30, 2019 (Special Meeting)
- 6.3 Intergovernmental Agreement for 2019 Coordinated Election
- 6.4 Karen Harris Field at Laurel Elementary
- 6.5 Renewal of Commercial Building Lease for PSD Employee Assistance Services

7. INFORMATIONAL REPORTS/DISCUSSION ITEMS

- 7.1 2020-2021 SY Draft Calendar
- 7.2 Long Range Planning and Construction Update
- 7.3 Discussion on Possible Ballot Issue

8. ACTION ITEMS

- 8.1** Monitoring/Policy Review: EL 2.5, Emergency Superintendent and Executive Succession

9. COMMITTEE REPORTS

10. ADJOURNMENT

Poudre School District
Board of Education Meeting Coversheet

Agenda Item:

Dinner Session Items

1. District Information and Board Discussion Topics
2. Agenda Planning
3. Committee Reports

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Communications Awards

Summary: **COSPRA Awards**: The Colorado School Public Relations Association Communications Excellence Awards Program recognizes outstanding communications and public relations work by individuals, schools, school districts and educational agencies and associations.

PSD staff received the following COSPRA awards:

- Alicia Stice, Communications and Social Media Specialist
- The Excellence Award in Marketing Materials/Campaigns for social media achievement and growth
- Matt Gohl, Video Production Manager and Phillip Primo, Video Production Specialist - The Excellence Award in Television Programming for the entire "Student Experience" video series

EMMY Award: PSD TV's Student Experience video piece featuring Casey Kraft was selected for an Emmy in the category of Short Format Program by the Heartland Chapter of the National Academy of Television Arts & Sciences. The video was judged by professionals in the video industry across the United States.

PSD staff who received Emmy awards:

- Matt Gohl who served as producer
- Phillip Primo who was the editor of the piece

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Personnel Action

Type of Communication: Decision Preparation

Type of Action Requested: Personnel Action

Policy Facts: EL 2.8-9 Communication and Support to the Board - Submit to the Board all matters regarding which Board action is required by law, along with the Superintendent's recommendations and required policy compliance assurances.

GP 3.2.3.5, the Board will "take all actions required by law."

Background: This Personnel Action is the final step for the Human Resources Department regarding personnel actions relating to licensed and administrative employment in the District.

Recommendation: The Superintendent recommends approval of the attached personnel actions.

ATTACHMENTS:

File Name	Description	Type
Personnel_Action_BOE_agenda_8-13-2019.pdf	Personnel Action BOE 8-13-19	Cover Memo

Human Resources - Personnel Action

08/13/2019

1. Licensed Staff

A. Administrative Employment/Reappointment

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Conrad Crist	7/16/2019	Assistant Principal, Wellington Middle School
2) Steven Watkins	7/16/2019	Assistant Principal, Wellington Middle School

B. Employment/Reappointment

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Jacqueline Adams	8/1/2019	Speech Language Specialist, Integrated Services
2) Mary Adler	8/1/2019	Psychologist, Integrated Services
3) Samantha Albers	8/1/2019	Teacher, Poudre High School
4) Jackson Allen	8/1/2019	Teacher, Lincoln Middle School
5) Shannon Altenhofen	8/1/2019	Psychologist, Integrated Services
6) Shauna Anderson	8/1/2019	Teacher, Polaris Expeditionary Learning School
7) Madeline Armour*	8/1/2019	Teacher, Harris Bilingual Elementary School
8) Gabriella Auer	8/1/2019	Teacher, Shepardson Elementary School
9) Deanna Bahl*	8/1/2019	Teacher, Rocky Mountain High School
10) Lisa Bailey	8/1/2019	Teacher, Eyestone Elementary School
11) Marcy Baker	8/1/2019	Teacher, McGraw Elementary School
12) Madison Balue	8/1/2019	Integrated Services Teacher, Laurel Elementary School
13) Scott Barrett	8/1/2019	Integrated Services Teacher, Bauder Elementary School
14) Elizabeth Basnar	8/1/2019	Teacher, Bauder Elementary Teacher
15) Katryne Bass	8/1/2019	Integrated Services Teacher, Laurel Elementary School
16) Tara Bayens	8/1/2019	Teacher, Fossil Ridge High School
17) Herb Beaven	8/1/2019	Teacher, Fossil Ridge High School
18) Kelcey Bedard	8/1/2019	Teacher, Fossil Ridge High School
19) Laura Beese	8/1/2019	Teacher, Shepardson Elementary School/PSD Options
20) Erin Bello	8/1/2019	Teacher, Timnath Elementary School
21) Morgan Bennett	8/1/2019	Teacher, Fort Collins High School
22) Brian Besel	8/1/2019	Teacher, Fossil Ridge High School
23) Donell Betts	8/1/2019	Teacher, Rocky Mountain High School
24) Melissa Bienvenu	8/1/2019	Teacher, Boltz Middle School
25) Kaitlyn Birdsall-Thomas	8/1/2019	Teacher, Polaris Expeditionary Learning School
26) Ryan Bishop	8/1/2019	Teacher, Cache La Poudre Middle School
27) Anthony Bonanno	8/1/2019	Psychologist, Integrated Services
28) Dana Borja*	8/1/2019	ELD Teacher, Olander Elementary School
29) Jennifer Braeuer	8/1/2019	Teacher, Preston Middle School
30) Cynthia Brandjord	8/1/2019	Integrated Services Teacher, Eyestone Elementary School
31) Nathan Brandsma	8/1/2019	Teacher, Rocky Mountain High School
32) Shelby Brock	8/1/2019	Teacher, Olander Elementary School
33) Maria Burden	8/1/2019	Teacher, Harris Bilingual Elementary School
34) Eryn Burge*	8/1/2019	Teacher, Olander Elementary School
35) Lucas Burge	8/1/2019	Teacher, Rocky Mountain High School
36) Kraig Burleson	8/1/2019	Teacher, Poudre High School

37)	Anna Burris	8/1/2019	Counselor, Blevins Middle School
38)	Tess Calcaterra	8/1/2019	Teacher, Irish Elementary School
39)	Carrie Calhoon	8/1/2019	Integrated Services Teacher, Integrated Services
40)	Lauren Camenzind	8/1/2019	Teacher, Eyestone Elementary School
41)	April Carlson	8/1/2019	Teacher, Riffenburgh Elementary School
42)	Davia Carr	8/1/2019	Teacher, Tavelli Elementary School
43)	Rodrigo Castillon	8/1/2019	Teacher, Poudre High School
44)	Danielle Catanzarite	8/1/2019	Teacher, Irish Elementary School
45)	Mackenzie Cheuvront	8/1/2019	Teacher, Timnath Elementary School
46)	Emily Clark	8/1/2019	Teacher, Shepardson Elementary School
47)	Andrea Cobb	8/1/2019	Teacher, Preston Middle School
48)	Kalia Cobb	8/1/2019	Integrated Services Teacher, Beattie Elementary School
49)	Heather Connors	8/1/2019	Teacher on Special Assignment, Fossil Ridge High School
50)	Tory Corcoran	8/1/2019	Teacher, Kruse Elementary School
51)	Megan Cordova	8/1/2019	Teacher, Lopez Elementary School
52)	Stacey Cornmesser	8/1/2019	Teacher, Preston Middle School
53)	Valerie Cox	8/1/2019	Interventionist/Teacher, PSD Options/PSD Global Academy
54)	Janine Crane	8/1/2019	Teacher, PSD Global Academy
55)	Megan Cruise	8/1/2019	Teacher, Bacon Elementary School
56)	Anne Cunningham	8/1/2019	Integrated Services Teacher, Putnam Elementary School
57)	Jane Danielson	8/1/2019	Integrated Services Teacher, O'Dea Elementary School
58)	Karina Debritto	8/1/2019	Teacher, Leshner Middle School
59)	Samuel Deitz	8/1/2019	Teacher, Fort Collins High School
60)	Melanie Dengler	8/1/2019	Teacher, Werner Elementary School
61)	Daniel Denton-Weber	8/1/2019	Teacher, Rocky Mountain High School
62)	Alexandra Devalk	8/1/2019	Integrated Services Teacher, Bauder Elementary School
63)	Brian Diaczun	8/1/2019	Psychologist/Counselor, McGraw Elementary School
64)	Breda Dicecco	8/1/2019	Integrated Services Teacher, Kruse Elementary School
65)	Margaret Dippen	8/1/2019	Teacher, Bennett Elementary School
66)	Danny Dohn	8/1/2019	Teacher, Bauder Elementary School
67)	Kayla Dorff	8/1/2019	Teacher, Cache La Poudre Middle School
68)	Emily Dorr*	8/1/2019	Teacher, Bennett Elementary School
69)	Kelsey Dubois	8/1/2019	Teacher, Bacon Elementary School
70)	Beck Easton	8/1/2019	Teacher, Fossil Ridge High School
71)	Amanda Eschman	8/1/2019	Teacher, Cache La Poudre Elementary School
72)	Daina Faling	8/1/2019	Teacher, Rice Elementary School
73)	Eric Fanning	8/1/2019	Counselor, Cache La Poudre Middle School
74)	Sarah Fonte	8/1/2019	Teacher, Lincoln Middle School
75)	Joseph Forster	8/1/2019	Teacher, Fossil Ridge High School
76)	Jessica Freesen	8/1/2019	Teacher, Beattie Elementary School
77)	Melissa French	8/1/2019	Teacher Vision Impaired, Integrated Services
78)	Bria Gallegos	8/1/2019	Teacher, Wellington Middle School
79)	Remy Garguilo	8/1/2019	Teacher, Preston Middle School
80)	Jill Garland*	8/1/2019	Integrated Services Teacher, Eyestone Elementary School
81)	Felica Gephart*	8/1/2019	Teacher, Bethke Elementary School
82)	Thomas Gilbert	8/1/2019	Teacher, Fort Collins High School
83)	Preston Gillis	8/1/2019	Teacher, Lincoln Middle School
84)	Alison Gonzalez	8/1/2019	Integrated Services Teacher, Lincoln Middle School
85)	Lexis Goodale	8/1/2019	Occupational Therapist, Integrated Services
86)	Katrina Gough	8/1/2019	Teacher, Cache La Poudre Elementary School
87)	Rebecca Grabler	8/1/2019	Teacher, Fossil Ridge High School
88)	Aurora Green	8/1/2019	Teacher, Harris Bilingual Elementary School

89) Tanner Guinn	8/1/2019	Teacher, Putnam Elementary School
90) Tania Habenicht	8/1/2019	Teacher, Eyestone Elementary School
91) Stephanie Hahn	8/1/2019	ECH Disabilities Specialist, Fullana Early Childhood Center
92) Amanda Hallett	8/1/2019	Teacher, Lincoln Middle School
93) Karen Hammann*	8/1/2019	Teacher, Leshar Middle School
94) Anne Hammel-Peterson	8/1/2019	Integrated Services Teacher, Rice Elementary School
95) Emma Hansen	8/1/2019	Teacher, Eyestone Elementary School
96) David Haralson	8/1/2019	Teacher, Poudre Community Academy
97) Jennifer Haralson	8/1/2019	Teacher, Cache La Poudre Elementary School
98) Erin Harrison	8/1/2019	Teacher, Riffenburgh Elementary School
99) Deena Hartje	8/1/2019	Integrated Services Teacher, Laurel Elementary School
100) Erica Hawks	8/1/2019	Speech Language Specialist, Integrated Services
101) Benjamin Hendrickson	8/1/2019	Teacher, Bauder Elementary School
102) Salvador Hernandez	8/1/2019	Teacher, Fossil Ridge High School
103) Carolina Herrera-Beita	8/1/2019	Teacher, Lincoln Middle School
104) Rachel Hesse	8/1/2019	Integrated Services Teacher, Boltz Middle School
105) Danielle Hir	8/1/2019	Teacher, Poudre Community Academy
106) Emma Hoffman	8/1/2019	Integrated Services Teacher, Bethke Elementary School
107) Jeanine Holmes	8/1/2019	Teacher Vision Impaired, Integrated Services
108) Kip Hottman	8/1/2019	Teacher, Wellington Middle School
109) Charles Hubbeling	8/1/2019	Teacher, Fort Collins High School
110) Kathryn Hutchinson	8/1/2019	Counselor, Fossil Ridge High School
111) Joshua Jackson	8/1/2019	Teacher on Special Assignment, Fossil Ridge High School
112) Amanda Johnson	8/1/2019	Teacher, Fort Collins High School
113) Dakota Johnson	8/1/2019	Teacher, Fort Collins High School
114) Jennifer Johnson*	8/1/2019	Counselor/Behavior Support, Riffenburgh Elementary School
115) Katelyn Johnson	8/1/2019	Social Worker, Integrated Services
116) Kelly Kaasa	8/1/2019	Teacher, Kruse Elementary School
117) Katrina Keay	8/1/2019	Teacher, Putnam Elementary School
118) Molly Kechter*	8/1/2019	Integrated Services Teacher, Shepardson Elementary School
119) Kristara Kehl	8/1/2019	Teacher, Cache La Poudre Elementary School
120) Jeanne Kekesi*	8/1/2019	Occupational Therapist, Integrated Services
121) Brielle Kelley	8/1/2019	Teacher, Laurel Elementary School
122) Leila King	8/1/2019	Teacher, Shepardson Elementary School
123) Melody King	8/1/2019	Teacher, PSD Global Academy
124) Mary Klass	8/1/2019	Teacher, Preston Middle School
125) Emily Klein	8/1/2019	Teacher, Tavelli Elementary School
126) Janet Klein	8/1/2019	Integrated Services Coach, Integrated Services
127) Corrine Knudsen	8/1/2019	Social Worker, Integrated Services
128) Eric Kohlbrand	8/1/2019	Teacher, Fort Collins High School
129) Fabiola Koperberg	8/1/2019	Speech Language Specialist, Integrated Services
130) Sarah Kress	8/1/2019	Counselor, Mountain Schools
131) Mindi Kruger	8/1/2019	Teacher, Bethke Elementary School
132) Morgan Kueter*	8/1/2019	Teacher, Fossil Ridge High School
133) Allison Kurt	8/1/2019	Interventionist, Eyestone Elementary School
134) Amanda Lakey-Barrera	8/1/2019	Teacher, Rocky Mountain High School
135) Stanley Lakin	8/1/2019	Teacher, PSD Global Academy
136) Mary Katherine Lane	8/1/2019	Speech Language Specialist, Integrated Services
137) Natacia Larson*	8/1/2019	Integrated Services Teacher, Bennett Elementary School
138) Catherine Lauer	8/1/2019	Teacher/TOSA, PSD Global Academy
139) Jeffrey Lauritz	8/1/2019	Teacher, Webber Middle School
140) Denise Lee	8/1/2019	Integrated Services Teacher, PSD Global Academy

141) Marnelle Leonard	8/1/2019	Teacher, Linton Elementary School
142) Stephanie Lerner	8/1/2019	Counselor, Bauder Elementary School
143) Lindsey Leverett	8/1/2019	Teacher, Bacon Elementary School
144) Kasey Lewis	8/1/2019	Integrated Services Teacher, Preston Middle School
145) Mary Little	8/1/2019	Teacher, Irish Elementary School
146) Jo Locricchio-Turman	8/1/2019	Counselor, Centennial High School
147) Pedro Lopez	8/1/2019	Teacher, Fort Collins High School
148) Jessica Loveall	8/1/2019	Psychologist, Integrated Services
149) Josanne Lucas*	8/1/2019	Teacher, Fort Collins High School
150) Carlee Lutz	8/1/2019	Integrated Services Teacher, O'Dea Elementary School
151) Clay Lyell	8/1/2019	Teacher, Rocky Mountain High School
152) Rosalyn Macy	8/1/2019	Teacher, Centennial High School
153) Jody Madsen	8/1/2019	Integrated Services Teacher, Eyestone Elementary School
154) Kristin Mank	8/1/2019	Teacher, Bethke Elementary School
155) Emily Marquess	8/1/2019	Integrated Services Teacher, Lopez Elementary School
156) Lindsey Mater	8/1/2019	Teacher, PSD Global Academy
157) Breanne Mathias	8/1/2019	Teacher, Johnson Elementary School
158) Jessie Matthews	8/1/2019	Teacher, Leshar Middle School
159) Talia Mayer	8/1/2019	Mental Health Specialist, Student Services
160) Chance Mazzia	8/1/2019	Teacher, Rocky Mountain High School
161) Erin McCain	8/1/2019	Counselor, Blevins Middle School
162) Cordilla McCallister	8/1/2019	Teacher, Poudre High School
163) Kathryn McClendon	8/1/2019	Teacher, Putnam Elementary School
164) Peter McFeely	8/1/2019	Teacher, Lincoln Middle School
165) Madison McGinty	8/1/2019	Teacher, Poudre High School
166) Dillon McNamee	8/1/2019	Teacher, Rocky Mountain High School
167) Emily McNamee	8/1/2019	Teacher, Johnson Elementary School
168) Kathleen Meadows	8/1/2019	Teacher, Werner Elementary School
169) Andrew Meyer	8/1/2019	MTSS Coordinator, Rocky Mountain High School
170) Mackenzie Metz	8/1/2019	Teacher, Boltz Middle School
171) Callie Miller	8/1/2019	Integrated Services Teacher, Linton Elementary School
172) Danielle Miller	8/1/2019	Integrated Services Teacher, Wellington Middle School
173) Jason Miller	8/1/2019	Teacher, Fort Collins High School
174) Sara Mitchell	8/1/2019	Counselor, Eyestone Elementary School
175) Alissa Moore	8/1/2019	Teacher, Leshar Middle School
176) Amanda Morrison	8/1/2019	Teacher, Preston Middle School
177) Hannah Mundell*	8/1/2019	Speech Language Specialist, Integrated Services
178) Laurel Nagle	8/1/2019	Teacher, Bennett Elementary School
179) Stacey Naughton	8/1/2019	Teacher, Fort Collins High School
180) Lia Neergaard	8/1/2019	Integrated Services Teacher, Bacon Elementary School
181) Laura Neff	8/1/2019	Teacher, Fort Collins High School
182) Brandy Nelson	8/1/2019	Teacher, Dunn Elementary School
183) Evangeline Nelson	8/1/2019	Teacher, Leshar Middle School
184) Megan Nelson	8/1/2019	Integrated Services Teacher, Eyestone Elementary School
185) Elizabeth Newhouse	8/1/2019	Integrated Services Teacher, Fossil Ridge High School
186) Patricia Newman	8/1/2019	Teacher, Poudre High School
187) Stephanie Nye	8/1/2019	Teacher, PSD Options/PSD Global Academy
188) Katelyn O'Grady	8/1/2019	Counselor, Rocky Mountain High School
189) Kara Olsen	8/1/2019	Teacher, Fort Collins High School
190) Natala Paroz	8/1/2019	Social Worker, Integrated Services
191) Emma Pass	8/1/2019	Teacher, PSD Global Academy/PSD Options
192) Grace Patterson	8/1/2019	Counselor, Putnam Elementary School

193) Ashlyn Patton	8/1/2019	ELD Title I Teacher, Irish Elementary School
194) Amanda Pawelski	8/1/2019	MTSS Coordinator/AP, Laurel Elementary School
195) Natalie Pearce	8/1/2019	Teacher, Boltz Middle School
196) Maria Pearsall	8/1/2019	ELD Teacher/Teacher, Boltz Middle School
197) Carolyn Perkins	8/1/2019	Teacher, Eyestone Elementary School
198) Jacqueline Petrino	8/1/2019	Teacher, PSD Global Academy/PSD Options
199) Emmalie Pfankuch	8/1/2019	Integrated Services Teacher, Irish Elementary School
200) Carolyn Phelps	8/1/2019	Teacher, Blevins Middle School
201) Emily Pipkin	8/1/2019	Teacher, Poudre High School
202) Lori Pivonka	8/1/2019	Teacher, Eyestone Elementary School
203) Kevin Poelking	8/1/2019	Teacher, Blevins Middle School
204) Lauren Porter	8/1/2019	ELD Teacher/Teacher, Fort Collins High School
205) Jason Poynter-Lausch	8/1/2019	Integrated Services Teacher, Poudre High School
206) Marc Pravlik	8/1/2019	Teacher, Kinard Middle School
207) Madison Prescott	8/1/2019	Integrated Services Teacher, Preston Middle School
208) Alexandra Prewett*	8/1/2019	Integrated Services Teacher, Rice Elementary School
209) Jodi Quass	8/1/2019	Integrated Services Teacher, Olander Elementary School
210) Noel Risen	8/1/2019	Teacher, Tavelli Elementary School
211) Elizabeth Roberts	8/1/2019	Counselor, Laurel Elementary School
212) Katherine Robinson	8/1/2019	Integrated Services Teacher, Webber Middle School
213) Kathlynn Roddy	8/1/2019	Teacher, Cache La Poudre Elementary School
214) Kristen Roecker	8/1/2019	Teacher, Preston Middle School
215) Anne Roesler	8/1/2019	Teacher, Riffenburgh Elementary School
216) Isaac Rojas	8/1/2019	Teacher, Irish Elementary School
217) Kathryn Rude	8/1/2019	Teacher, Fossil Ridge High School
218) Winona Runyan	8/1/2019	Instructional Coach, Lincoln Middle School
219) Abigail Salter	8/1/2019	Teacher, Bauder Elementary School
220) Chelsea Sanchez	8/1/2019	Teacher, Laurel Elementary School
221) Irma Sandoval Aragon	8/1/2019	Teacher, Irish Elementary School
222) Christopher Savage	8/1/2019	Counselor, Fossil Ridge High School
223) Lisa Schaeffer	8/1/2019	Teacher, Riffenburgh Elementary School
224) Kirsten Schnell*	8/1/2019	Teacher, Rice Elementary School
225) Marie Scott	8/1/2019	Integrated Services Teacher, Rocky Mountain High School
226) Diane Sears	8/1/2019	Teacher, O'Dea Elementary School
227) Serena Seneca*	8/1/2019	Social Worker, Integrated Services
228) Daniel Sheely*	8/1/2019	Integrated Services Teacher, Rocky Mountain High School
229) Shannon Shockley	8/1/2019	Teacher, Cache La Poudre Middle School
230) Jacqueline Shoemaker	8/1/2019	Psychologist, Integrated Services
231) Kimberly Simone	8/1/2019	Integrated Services Teacher, Irish Elementary School
232) Megan Simpson	8/1/2019	Integrated Services Teacher, Leshner Middle School
233) Nathan Skattebo	8/1/2019	Integrated Services Teacher, Boltz Middle School
234) Antoinette Smith	8/1/2019	Teacher, Fossil Ridge High School
235) Brandy Smith	8/1/2019	Teacher, McGraw Elementary School
236) Kim Smith	8/1/2019	Teacher, Eyestone Elementary School
237) Shannon Smith	8/1/2019	Teacher/TOSA/GT Coordinator, Kinard Middle School
238) Daryl Solomon	8/1/2019	Teacher, Poudre High School
239) Mark Sonnen	8/1/2019	Teacher, Tavelli Elementary School
240) Jeannine Sonnier	8/1/2019	Counselor, Dunn Elementary School
241) Olivia Spanos	8/1/2019	Teacher, Red Feather Lakes Elementary School
242) Mary Spezza	8/1/2019	Teacher, Lopez Elementary School
243) Kelly Stansbury	8/1/2019	Teacher, Preston Middle School
244) Robert Steketee	8/1/2019	Teacher, Fort Collins High School

245) Amanda Sutton	8/1/2019	Teacher, Zach Elementary School
246) Samantha Symsack	8/1/2019	Teacher, Rice Elementary School
247) Cristi Thomas	8/1/2019	Integrated Services Teacher, Fossil Ridge High School
248) Jennifer Thompson	8/1/2019	Integrated Services Teacher, McGraw Elementary School
249) Juliana Tibbets	8/1/2019	Teacher, Traut Core Knowledge Elementary School
250) Morgan Truelove	8/1/2019	Teacher, Fossil Ridge High School
251) Bibiana Tuozzo	8/1/2019	Teacher, Irish Elementary School
252) Damien Tutt*	8/1/2019	Teacher, Bennett Elementary School
253) Amie Tyler*	8/1/2019	Teacher, Tavelli Elementary School
254) Calla Urban	8/1/2019	Teacher, Kinard Middle School
255) Kirsten Vaillancourt	8/1/2019	Counselor, Linton Elementary School
256) Marie Van Dyne	8/1/2019	Teacher, Rocky Mountain High School
257) Jordan Vandermeulen	8/1/2019	Teacher, Fossil Ridge High School
258) Jacquelyn Vasquez*	8/1/2019	Teacher, Tavelli Elementary School
259) Erin Vega Dominguez	8/1/2019	Teacher, Cache La Poudre Middle School
260) Seth Vincent	8/1/2019	ELD Teacher/Instructional Coach, Poudre High School
261) Cheyenne Wald*	8/1/2019	Teacher, Bacon Elementary School
262) Noah Walker*	8/1/2019	Teacher, Wellington Middle School
263) Cailynn Walls	8/1/2019	Teacher, Timnath Elementary School
264) Kelli Walter	8/1/2019	Teacher, Eyestone Elementary School
265) Lindsey Weaver	8/1/2019	Integrated Services Teacher, Timnath Elementary School
266) Erica Weigel	8/1/2019	Integrated Services Teacher, Lopez Elementary School
267) Margaret Weisenbach	8/1/2019	Integrated Services Teacher, Bethke Elementary School
268) Ian Wells	8/1/2019	Integrated Services Teacher, Rocky Mountain High School
269) Tia Whitehouse	8/1/2019	Teacher, Rice Elementary School
270) Nicholas Wilkens	8/1/2019	Teacher, Fort Collins High School
271) Kacy Wilms*	8/1/2019	Teacher, Johnson Elementary School
272) Colton Wilson	8/1/2019	Teacher, Wellington Middle School
273) Karie Wilson	8/1/2019	Integrated Services Teacher, Bennett Elementary School
274) Leslie Wilson*	8/1/2019	Teacher, Shepardson Elementary School
275) Michelle Wilson	8/1/2019	Teacher, Riffenburgh Elementary School
276) Victoria Wilson	8/1/2019	Teacher, PSD Global Academy
277) Joy Wintersteen	8/1/2019	Counselor, Webber Middle School
278) Abryana Wood	8/1/2019	Counselor, Leshar Middle School
279) Matthew Yemm	8/1/2019	Teacher, Fort Collins High School
280) Brenna Zarrella*	8/1/2019	Teacher, Putnam Elementary School
281) Jasmine Zugarramurdi	8/1/2019	Social Worker, Irish Elementary School
282) Hannah Zwakenberg	8/1/2019	Teacher, Kinard Middle School

C. Leave of Absence

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Annessa Adams	8/14/2019	Teacher, Timnath Elementary School
2) Beth Bauman	8/14/2019	Teacher, Leshar Middle School
3) Tracy Berg	8/14/2019	Teacher, Bethke Elementary School
4) Heather Bulen	8/14/2019	Teacher, Bennett Elementary School
5) Erica Loptien	8/14/2019	Teacher, Tavelli Elementary School
6) Jennifer McCarthy	8/14/2019	Teacher, Rocky Mountain High School
7) Vanessa VanRy	8/14/2019	Teacher, Putnam Elementary School

D. Resignation

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Kayleen Allen	7/31/2019	Teacher, Cache La Poudre Middle School
2) Erin Arthur	7/31/2019	Teacher, Irish Elementary School
3) Briana Avendano-Gonzalez	7/31/2019	Teacher, Bacon Elementary School
4) Kelsey Bailey	7/31/2019	Teacher, Poudre High School
5) Jennifer Bradshaw	7/31/2019	Assistant Principal, Wellington Middle School
6) Bonnie Brown	7/31/2019	Teacher, Cache La Poudre Elementary School
7) Barbara Carr	7/31/2019	Teacher, Preston Middle School
8) Kim Crews	7/31/2019	Psychologist, Integrated Services
9) Lorraine Elias	7/31/2019	Teacher, PSD Global Academy
10) Chloe Gluklick	7/31/2019	Teacher, Rocky Mountain High School
11) Stephen Gravelle	7/31/2019	Teacher, Blevins Middle School
12) Michelle Kalos	7/31/2019	Teacher, Integrated Services
13) Kathryn Markussen	7/31/2019	Gifted/Talented Coordinator, Riffenburgh Elementary School
14) Amanda Morrison	7/31/2019	Teacher, Preston Middle School
15) Ashley Mull	7/31/2019	Teacher, Irish Elementary School
16) Daniel Pearce	7/31/2019	Psychologist, Integrated Services
17) Samantha Senst	7/31/2019	Teacher, Olander Elementary School
18) Roy Tripi	7/31/2019	Dean, Wellington Middle School
19) Sarah Wasinger	7/31/2019	Teacher, Leshner Middle School
20) Deric Yaussi	7/31/2019	Teacher, Poudre High School
21) Melanie Yukov	7/31/2019	Speech Language Pathologist, Integrated Services

E. Retirement

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Amy Brown	7/31/2019	Teacher, Timnath Elementary School
2) Racinda Godbold	9/01/2019	Teacher, Bennett Elementary School
3) Mary Hunter-Laszlo	7/31/2019	Teacher, Preston Middle School

F. Transitional Retirement

<u>Name</u>	<u>Effec Date</u>	<u>Assignment</u>
1) Angela Morris	7/31/2019	Teacher, Fort Collins High School

*Rehired after 2018-19 non-renewal

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Meeting Minutes: June 11, 2019, June 27, 2019 (Special Meeting), and July 30, 2019 (Special Meeting)

Type of Communication: Other

Type of Action Requested: Other Action

Background: Meeting minutes are taken at each regular business meeting of the Board of Education and must be approved by the Board at a future meeting. Approval is usually given by consent of the Board.

Recommendation: The Superintendent recommends approval of the Board meeting minutes from June 11, 2019, June 27, 2019 (Special Meeting), and July 30, 2019 (Special Meeting).

ATTACHMENTS:

File Name	Description	Type
6.11.19_Meeting_minutes_-_FINAL.pdf	Meeting Minutes: 6/11/19	Exhibit
6.27.19_Retreat_-_FINAL.pdf	Meeting Minutes: 6/27/19	Exhibit
7.30.19_Special_Meeting_Minutes_-_FINAL.pdf	Meeting Minutes: 7/30/19	Exhibit



Poudre School District Board of Education

2407 Laporte Avenue, Fort Collins, CO 80521 • 970-490-3607

Meeting Minutes

Minutes from Board of Education Business Meeting
June 11, 2019

DINNER SESSION - 5:30 PM

PRESENT: President Christophe Febvre; Vice President Rob Petterson; Directors D.J. Anderson, Kristen Draper, Naomi Johnson and Carolyn Reed; Superintendent Sandra Smyser; Assistant Superintendent Todd Lambert; Executive Directors Dave Montoya, Madeline Noblett, Dustin Reintsma and Victoria Thompson; Legal and Policy Counsel Tom Crabb, Legal Counsel Darryl Farrington

ABSENT: Assistant Superintendent Scott Nielsen and Executive Director Pete Hall

LATE: Director Donovan arrived at 5:37 p.m.

The dinner session began at 5:30 p.m.

1.0 DISTRICT INFORMATION AND BOARD DISCUSSION TOPICS

- Gratitude was expressed to Legal and Policy Counsel Tom Crabb for years of service provided to the District and well wishes were conveyed for retirement.
- Legal Counsel Darryl Farrington was in attendance to answer questions regarding the Authorizing Resolutions for the Prospect and Wellington Site Developments.
 - Repealer allows for repeal of any Board policy that is inconsistent or in conflict with the resolution.
 - Purpose of resolution is for Prospect and Wellington site preparations and does not give administration permission to sign a contract for architects to start construction.
 - Resolution is not a contract, but an easements or releases of easements specifically related to interests in real property.
 - Repealer is limited to conflicts.
- Well-water rights were included with the Montava land transfer, and PSD will keep the ditch water rights.
- Beattie sidewalk situation will be addressed this week.

2.0 AGENDA PLANNING

There was no discussion on this item.

3.0 COMMITTEE REPORTS

- 2018-2019 legislative wrap-up occurred; next meeting scheduled for June 28 at 1:00 p.m. at the Old Town Library to discuss 2019-2020.
- Executive Director of Finance Dave Montoya requested inclusion in a future conversation about specific expectations for PSDs lobbyist in the 2019-2020 school year.
- Appreciation was expressed for the District Advisory Board presentation at the May 28 meeting, with specific reference to three items of focus for the 2019-2020 school year.

- Assistant Superintendents Lambert and Nielsen may support the District Advisory Board to refine items of focus for a future presentation to the Board.
- PSD Foundation final meeting was concerning, and voting did not take place due to absence of a quorum. Director Anderson is the Board representative and agreed to continue next year.

Dinner session ended at 6:13 p.m.

REGULAR BUSINESS MEETING - (BOARDROOM) – 6:30 PM

PRESENT: President Christophe Febvre; Vice President Rob Petterson; Directors D.J. Anderson, Nate Donovan, Kristen Draper, Naomi Johnson and Carolyn Reed; Superintendent Sandra Smyser; Assistant Superintendent Todd Lambert; Executive Directors Dave Montoya, Madeline Noblett, Dustin Reintsma and Victoria Thompson; Legal and Policy Counsel Tom Crabb

ABSENT: Assistant Superintendent Scott Nielsen and Executive Director Pete Hall

LATE: None

1.0 CALL TO ORDER

President Febvre called the regular business meeting to order at 6:34 p.m.

2.0 PLEDGE OF ALLEGIANCE

President Febvre led the Board of Education and audience members in the Pledge of Allegiance.

3.0 APPROVAL OF AGENDA

There were no changes to the agenda.

4.0 RECOGNITIONS AND REPORTS

Board members conveyed appreciation to Legal and Policy Counsel Tom Crabb for his years of service to Poudre School District.

- Extreme gratitude was expressed for years of wise advice, dry wit, friendship and exceptional guidance.
- Well wishes were conveyed for a happy retirement.
- Counsel leaves big shoes to fill.

4.1 Class of 2019 Outstanding Scholars

Fort Collins High School Principal Mark Eversole introduced the following attendees:

- Emily Winn, Boettcher Scholarship Winner
- Emma Ackerley, Daniels Fund Scholarship Winner
- Nathan Sima, National Merit Scholar Finalist

Poudre High School Principal Kathy Mackay introduced the following attendees:

- Whitney Buckendorf, Boettcher Scholarship Winner
- Zoe Drigot, Boettcher Scholarship Winner

Liberty Common High School Principal Torgun Lovely introduced the following attendees:

- Micaela McConahy, National Merit Scholar Finalist
- Joshua Rohrbaugh, National Merit Scholar Finalist
- Michael Yeh, National Merit Scholar Finalist

On behalf of PSD and the Board, Director Draper congratulated the students and presented them with a certificate.

4.2 Spring Athletic State Champions

Fort Collins High School Track and Field Coach Conrad Crist introduced the following attendees:

- Taryn Burkett, 5A Colorado Track and Field Triple Jump Champion
- Jack Sheesley, Spencer Thurgood and Joseph Maguire; 5A Colorado Track and Field 4x400 Relay Champions

Poudre High School Principal Kathy Mackay introduced the following attendee:

- Garret Nelson, 5A Colorado Track and Field 300 Meter Hurdle Champion

Fossil Ridge High School Head Golf Coach Andy Stevens and Assistant Coach Brandon McDermott introduced the following attendees:

- Leigha Devine, Gabby Werst, Hailey Nelson, Olivia Steen; 5A Colorado Girls Golf Champions

On behalf of PSD and the Board, Director Anderson congratulated the athletes and presented them with a certificate.

4.3 2019 AVID Schoolwide Site of Distinction

Wellington Middle School Principal Alicia Durand introduced student Anabelle Salas who spoke about the AVID Schoolwide Site of Distinction.

On behalf of PSD and the Board, Director Reed congratulated Principal Durand on the recognition.

4.4 PSD Insight 2018-19 Class

Community Partnership Coordinator Beth Higgins spoke about the Insight Class and introduced the graduating members in attendance:

- Jason Brown
- Jacqueline Dvorak
- Adriann Freeman
- Steve Graham
- Scott Hapner
- Matthew Liberati
- Teresa Metzger
- Neelm Schade
- Patricia Weible
- Sri Yadlapati

On behalf of PSD and the Board, Director Johnson congratulated the graduates on their accomplishment.

4.5 Superintendent Report

Superintendent Smyser celebrated the 2019 graduates and introduced a video created by the PSD production department.

4.6 Board Reports

Director Petterson provided an update on Board work since the last meeting.

In the District:

- Wellington Middle School, Olander, Red Feather
- Visited Futures Lab site
- National Technical Honor Society Awards
- Early Childhood Policy Council
- Beattie Talent Show
- Fort Collins High School Honor Concert
- Summer Institute
- Negotiations
- Audit Committee
- FCHS Scholarship Breakfast
- MAC the Bus
- Shepardson PBL Student Presentations

Board Development:

- Active Board Subcommittees
 - Legislative

In the Community:

- Meet with constituents
- McBackpack
- PFLAG Meeting
- URA Finance Committee
- Race and Intersectional Studies for Educational Equity (RISE) event at CSU
- Rotary
- Colorado School Finance Project
- State Advisory Council of Parent Involvement in Education

Next community engagement session in the Fall.

Board discussion included:

- Gratitude was expressed for all staff involved with organizing graduation ceremonies.

5.0 COMMUNITY COMMENT

PSD parent Chris Green spoke about the ASCENT program and requested the Board make family courts aware some students in the program are over the age of 18 and should continue to receive child support until they graduate, and encouraged members to support legislation concerning 5th year seniors.

6.0 CONSENT AGENDA

- 6.1 Personnel Action**
- 6.2 Employee Agreement**
- 6.3 Meeting Minutes: May 9, 2019 (Special Meeting), May 14, 2019 and May 28, 2019**
- 6.4 2018-19 AEC Data Collection Verification of Actual Assessment Measures for Poudre Community Academy**
- 6.5 2018-19 AEC Data Collection Verification of Actual Assessment Measures for Centennial High School**
- 6.6 Spending for Concurrent Enrollment: ASCENT Program with Front Range Community College (FRCC)**
- 6.7 Spending for Concurrent Enrollment: Campus Select and High School Select Programs with Front Range Community College (FRCC)**
- 6.8 Educational Stability Grant – Colorado Department of Education**
- 6.9 Resolution Designating Election Official 2019 General Election**
- 6.10 Agreement to Convert Saber Cat Drive from a Private Drive to a Public Street**
- 6.11 Check Issuance and Facsimile Signature Resolution**
- 6.12 Interfund Borrowing Resolution (submitted annually)**
- 6.13 Investment and Wire Transfer Authorization (submitted annually)**
- 6.14 Proposed Budget for FY2019-20**
- 6.15 Mountain Vista Land Exchange Agreement**
- 6.16 Participation in the State Treasurer's Interest-free Loan Program**
- 6.17 2019-2020 Federal Programs Consolidated Application**

6.18 Career Pathways Agreement with Front Range Community College

Director Donovan moved that the Board approve and adopt the items recommended on the Consent Agenda.

Director Draper seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

7.0 ACTION ITEMS

7.1a Authorizing Resolution for Wellington Site Development

Director Donovan moved that the Board of Education adopt the authorizing resolution for the Wellington site.

Director Draper seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

7.1b Authorizing Resolution for Prospect Site Development

Director Donovan moved that the Board adopt the authorizing resolution for the Prospect site.

Director Draper seconded the motion.

Board discussion included

- Purpose of resolution is to allow staff to sign documents as a time saving mechanism and does not constitute real estate transactions.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

7.2 Monitoring/Policy Review: EL 2.1, Treatment of Students, Parents/Guardians & General Public

Director Draper moved that the Board determine that the Superintendent has reasonably interpreted Board of Education Policy EL 2.1 in her Internal Monitoring Report dated 6-11-19, and that the evidence presented supports the Superintendent's conclusions stated in the Internal Monitoring Report.

Director Petterson seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

7.3 Monitoring/Policy Review: EL 2.2, Treatment of Staff

Director Draper moved that the Board determine that the Superintendent has reasonably interpreted Board of Education Policy EL 2.2 in her Internal Monitoring Report dated 6-11-19, and that the evidence presented supports the Superintendent's conclusions stated in the Internal Monitoring Report.

Director Anderson seconded the motion.

Board discussion included:

- Board policies are regularly reviewed.
- Superintendent produces reports to demonstrate compliance with policies.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

8.0 INFORMATIONAL REPORTS/DISCUSSION ITEMS

8.1 Potential Mill Levy Override Discussion

Community Comment:

PSD teacher and parent Gilda Galligher expressed concern low pay in the district is creating an inability to attract quality teachers and asked the Board to consider moving forward with the mill levy.

PSD teacher Christina Runde spoke in support of the mill levy and stated her annual salary is lower than people with similar levels of education in other fields.

Poudre Association of School Executives representative John McKay stated PSD salaries are not keeping up with the cost of living in Fort Collins and requested Board approval of a mill levy to support certified and classified staff.

PSD parent Eric Sutherland spoke about the lack of interest in taking care of teachers versus building new schools and reminded attendees the current circumstance was predicted.

PSD teacher Darren Marshall expressed concern about a statement made at a previous Board meeting regarding a potential mill levy going toward salaries and 'other things' and requested the mill levy funds go toward classified staff, mental health workers, substitute teachers and licensed teacher salaries only.

Executive Director of Human Resources Vicky Thompson and Executive Director of Finance Dave Montoya spoke about salaries, inflation, the need to stay competitive with neighboring school districts, potential mill levy scenarios and options for moving forward.

Board discussion included:

- Consultants estimate two weeks to compose questions for a poll, two weeks for polling and two weeks to process polling data.
- Mill levy override question could be put on November ballot if PSD acts quickly.
- Cost of a polling consultant and pre-campaign work is approximately \$40,000-50,000.
- Consultants are able to manage campaign as well as create and execute the poll but need to know if PSD is moving forward.
- Directors Anderson and Donovan volunteered to participate on the committee.
- Funding for polling will come from the Board budget as one-time money.
- Finance department can finalize numbers once Board approves moving forward.
- Stepdown capacity questions were raised.
- Mental health funds are necessary and specific requests from Board need to be addressed.
- Polling may target community interest for salaries versus mental health.
- Concern was expressed polling language be inclusive.
- 6% is a minimum request to keep excellent teachers.
- Lots of moving parts on a short timeline are required to get a mill levy in place.
- Important to understand constituent appetite for a tax increase.
- Starting teacher salary in PSD qualifies them for free and reduced lunch.
- Eleven comparable districts are used to determine PSD salary standings.
- PSD does not receive the state funding that some rural districts receive.
- 1% equals 2 million dollars; 6% increase equals 12 million dollars.
- Salary restructure may require increase in starting salaries first.
- Board members agreed to move forward with professional polling.

9.0 COMMITTEE REPORTS

There were no committee reports discussed.

10.0 EXECUTIVE SESSION

10.1 Superintendent's Job Performance and Compensation

Director Petterson moved that the Board go into executive session in the Superintendent's office/conference room as authorized under C.R.S. 24-6-402(4)(f) to discuss personnel matters related to the Superintendent's job performance and compensation. Individuals invited to join the Board in executive session are Superintendent Smyser, Legal and Policy Counsel Crabb, Executive Director Thompson and Assistant Board Secretary Brunner.

Director Draper seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: None

Motion passed 7-0

Executive session began at 9:06 p.m.

Executive session ended at 10:11 p.m.

11.0 ADJOURNMENT

The meeting adjourned at 10:11 p.m.

Respectfully submitted,

Jill Brunner
Assistant Secretary to the Board of Education



Poudre School District Board of Education

2407 Laporte Avenue, Fort Collins, CO 80521 • 970-490-3607

Meeting Minutes

Minutes from Special Meeting
Board of Education Retreat 4:00 PM
June 27, 2019

SPECIAL MEETING – 4:00 P.M.

PRESENT: President Christophe Febvre, Vice President Rob Petterson, Directors DJ Anderson, Kristen Draper, Naomi Johnson and Carolyn Reed; Superintendent Sandra Smyser; Assistant Superintendents Todd Lambert and Scott Nielsen; Executive Directors Dave Montoya and Victoria Thompson; Legal and Policy Counsel Tom Crabb

ABSENT: None

LATE: Director Donovan arrived at 4:11 p.m.

1.0 CALL TO ORDER

President Febvre called the special meeting to order at 4:00 p.m.

2.0 ACTION ITEMS

2.1 Fifth Addendum to Second Revised Superintendent Contract

Director Johnson moved that the Board authorize and approve the attached Fifth Addendum to Second Revised Superintendent Contract, and authorize the Board President to sign the Fifth Addendum attested by the Board Secretary.

Director Draper seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: Director Donovan

Motion passed 6-0

2.2 Liberty Common School Second Amended Charter School Contract

Director Johnson moved that the Board approve the Second Amended Charter School Contract, including the Exhibits attached thereto, and authorize the Second Amended Charter School Contract to be signed by the Board President attested by the Board Secretary.

Director Petterson seconded the motion.

Board discussion included:

- Waiver updates are included in Exhibit F.

- Contract is for 5 years.

The voting was as follows:

Those voting AYE: Directors Anderson, Draper, Febvre, Johnson, Petterson and Reed

Those voting NO: None

ABSENT: Director Donovan

Motion passed 6-0

3.0 DISCUSSION ITEMS

- President Febvre explained the process of a retreat to new Board members.
- Gratitude was expressed for the ability to work through multiple items over the past month.

3.1 Board/Superintendent Relationship Discussion: Legal Services in 2019-2020 SY

Board discussion included:

- Research of other comparable school districts indicated in-house counsel reports directly to the Superintendent with some Board support.
- District will work with outside counsel during absence of in-house counsel.
- Legal and Policy Counsel Tom Crabb distributed a list of outside counsel currently utilized by PSD staff.
- Clarification was requested regarding protocol for BOE contact with new counsel.
- Superintendent requested supervision over potential incoming attorney.
- Code of Professional Responsibility states the school district is the client, not the Board of Education and not the Superintendent.
- Specialized legal matters will continue to be outsourced.
- Board members requested access to counsel.
- Any employee may approach Board members with issues.
- Attorney has a limited role and does not make or second-guess decisions.
- Board by-laws could be expanded to outline how a board should engage with legal counsel.
- Board members indicated a desire to proceed with hiring in-house counsel.

3.2 Board/Superintendent Relationship Discussion: System Measurement

- Superintendent Smyser presented a slide show that outlined district progress.
- Assistant Superintendents Lambert and Nielsen presented the video 'How Does it Feel to be in Your Light' and stated principals were asked to consider the question at a recent meeting. Board members were invited to consider the question as well.

Board discussion included:

- Anticipated 2020-2021 school year will correlate specific student success with specific Impact teams.
- Results for this school year were promising; positive momentum is building.
- Important to convey data and information to members in the uplifting light of team building.

- Tough conversations can occur in a positive light through trust.
- Board advancement through building positive conversations is vital.
- Balance between celebration and accountability is important.
- Changes to the celebration format during Board meetings may be forthcoming.
- Increased Board positivity could result in increased team building.
- Board members should clarify information requests with the agenda setting team to ensure accurate staff presentation.
- Quantity of work involved in responding to 'nice to know' questions versus 'need to know' questions differs greatly.
- Expression of Board values allows staff to understand information requested by the Board.
- PSD professionals should be trusted to do their work with an understanding deep level data requires an interruption; resources spent to get data to Board should be considered.
- Board members requested information on opportunities to speak positively about PSD.

3.3 Board/Superintendent Relationship Discussion: Construction, Vision, Operations and Oversight

Superintendent Smyser and Executive Director of Finance Dave Montoya spoke about the process involved to keep construction moving.

Board discussion included:

- Contracts should be presented to the Board with consistency.
- Idea-to-action is balanced with 'should the Board know about this'.
- Gross maximum price is set by the budget.
- Budgets are defined by the bond list from years ago incorporated with the current list.
- Anything above \$250,000 comes before the Board for approval.
- Friday updates regarding spending would be appreciated.

3.4 Board/Superintendent Relationship Discussion: Clarity Around Decision-Making Process

Board discussion included:

- Medicaid was an exception to the general Board decision-making process.
- Background of Medicaid Reimbursement process was explained to new members.
- Pros and cons of participation in Medicaid reimbursement program should be discussed by next year.
- Conclusion was reached to allow Superintendent to make Medicaid decision.
- Request was made to clarify Board versus Superintendent decision-making.
- Understanding of staff threshold to take on another heavy lift is best understood by Superintendent.
- Increased mental health through outside collaboration would be ideal.
- Board members should communicate with President and Vice President regarding items of importance.

3.5 Mill Levy Override Discussion

Director Anderson provided an update.

Board discussion included:

- PEA discussed request for \$16 million dollars.
- Survey will test proposed ballot language and values for money use.
- Portion of money would likely go toward mental health.
- Survey to be administered to 400 people.
- Directors Anderson and Donovan will represent the Board.
- Ballot language will bind future Boards so language should be carefully constructed.
- Teacher participation will be required for success of mill levy.

3.6 2019-2020 SY Board Activities Calendaring

Board discussion included:

- Survey results to be discussed at July 30 meeting.
- Director Petterson requested off-site participation in July 30 meeting.
- Retreat may be scheduled for October 10 and could include topics of mental health, expulsion and discipline data, teacher turnover, SBB and more.
- Principals value site-based decision making.
- Future agenda topic regarding a partnership with Summit Stone counselors was discussed.
- Current SBB model is 12 years old and includes slight modifications through the years.
- Appreciation was expressed for changes to the Friday update.

4.0 ADJOURNMENT

Meeting adjourned at 8:15 p.m.

Respectfully submitted,

Jill Brunner
Assistant Secretary to the Board of Education



Poudre School District Board of Education

2407 Laporte Avenue, Fort Collins, CO 80521 • 970-490-3607

Meeting Minutes

Minutes from Board of Education Special Meeting

July 30, 2019

SPECIAL MEETING – 7:00 PM

PRESENT: President Christopher Febvre; Directors DJ Anderson, Nate Donovan, Kristen Draper, Naomi Johnson and Carolyn Reed; Superintendent Sandra Smyser; Executive Directors Dave Montoya, Madeline Noblett and Vicki Thompson

ABSENT: Vice President Petterson

LATE: None

1.0 CALL TO ORDER

President Febvre called the special meeting to order at 7:00 p.m.

2.0 ACTION ITEMS

2.1 Electronic Attendance and Participation of Director Petterson at July 30, 2019 Board of Education Special Meeting

Director Donovan moved that Rob be allowed to participate electronically in this special meeting of the school Board.

Director Johnson seconded the motion.

The voting was as follows:

Those voting AYE: Directors Anderson, Donovan, Draper, Febvre, Johnson and Reed

Those voting NO: None

ABSENT: Director Petterson

Motion passed 6-0

Director Petterson began official electronic participation in the meeting at 7:03 p.m.

3.0 INFORMATIONAL REPORTS/DISCUSSION ITEMS

3.1 Mill Levy Polling Results

Strategies360 Research Director Alex Dunn presented the polling results.

Board discussion included:

- Poll included live telephone survey of 400 residents in Poudre School District.
- A combination of landline and mobile phones were called.

- Interviews were conducted July 11-14, 2019.
- Margin of error for a survey of 400 interviews is plus or minus 4.9% at the 95% confidence level.
- 69% of respondents agreed PSD needs additional funding.
- 73% of respondents support the \$16 million mill levy override (MLO).
- Consultants were asked their opinion about increasing the amount of the MLO.
- Increasing the amount by \$1 or \$2 million is unlikely to make a significant difference.
- Tax increase is estimated at \$31 per \$100,000 of home value.
- MLO funds will be shared with URAs and charter schools.
- Draft ballot language will be composed by Directors Donovan and Anderson.
- Proposed MLO draft language will be presented at the August 13 meeting with formal action taken at the August 27 meeting.
- Positive results indicate community support and understanding of request.
- Board members agreed to continue to move forward with the MLO.

4.0 ADJOURNMENT

Special meeting adjourned at 8:10 p.m.

Respectfully submitted,

Jill Brunner

Assistant Secretary to the Board of Education

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Intergovernmental Agreement for 2019 Coordinated Election

Type of Communication: Decision Preparation

Type of Action Requested: Contract Approval

Policy Facts: C.R.S. 1-70-116(5), Coordinate Elections and 1-1-106, Computation of Time - If by 100 days before the election, a political subdivision has taken formal action to participate in a general election or other election that will be coordinated by the County Clerk, the political subdivision shall notify the County Clerk in writing.

Background: On June 12, 2019 the PSD Designated Election Official sent the Larimer County Clerk and Recorder official notification of our intent to participate in the upcoming general election that will be held on November 5, 2019. As a result, the Larimer County Clerk and Recorder prepared the Intergovernmental Agreement to coordinate election duties between the two entities.

Recommendation: The Superintendent recommends approval of the Intergovernmental Agreement for the 2019 Coordinated Election and the Board of Education president to sign the agreement on behalf of Poudre School District.

ATTACHMENTS:

File Name	Description	Type
IGA_PSD-Larimer_County_Election_2019_for_8-13-19_BOE_Meeting_Approval.pdf	2019 Coordinated Election Intergovernmental Agreement Between PSD and Larimer County Clerk and Recorder	Exhibit

INTERGOVERNMENTAL AGREEMENT FOR 2019 COORDINATED ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and the **Poudre School District R-1** ("Entity"). Agreement is made effective upon the signature of Entity and County Clerk.

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 5, 2019, ("Election"), and said agreement must be executed no less than 70 days prior to the Election which is August 27, 2019; and

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct Election as a "Mail Ballot Election," as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in Election.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the Coordinated Election Official ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates Doreen Bellfy, whose telephone number is 970.498.7941, to act as the primary liaison ("Contact Officer") between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates Tessa Oppenheimer as its Designated Election Official ("DEO"), whose phone is 970-490-3607, cell is 970-218-9262, email is tessa.o@psdschools.org and fax is 970-490-3514, to act as the primary liaison between Entity and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2019, and shall apply only to Election.

**ARTICLE II
DUTIES OF COUNTY CLERK**

A. Voter Registration.

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. **To avoid ballot space issues, County Clerk requests each ballot question and ballot issue be not more than 250 words.**
2. Assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to Entity.

Sign on the line provided below to indicate acknowledgement.

Signature

 **SIGN HERE**

3. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.

D. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.

1. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address.
2. Mail affidavits to all property owners within Entity as stipulated in the "Duties of Entity", Article III(G). Each eligible elector who resides outside Entity, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to County Clerk. Those electors that reside on the property will not be required to complete the affidavit.
3. Provide mail ballot packets to all eligible property owners who do not reside on the property but are registered electors of the State of Colorado, upon receipt and verification of a signed affidavit.

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center ("VSPC") sites.

1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. *Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*
4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than July 26, 2019, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. §1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Charge Entity for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity, if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by entity.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Appoint, instruct and oversee the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. Conduct a recount (if called for) in accordance with Code and Rule.

M. Recordkeeping.

1. Retain all Election records as required by C.R.S. §1-7-802.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

ARTICLE III DUTIES OF ENTITY

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County, no later than 5:00 p.m. on July 1, 2019.
 - This information must be provided to County Clerk in Microsoft Excel and must include "high/low" street address ranges for both "odd/even" sides of each street.
 - Certify the accuracy of such information.
2. If Entity has annexed any properties into Entity since January 1, 2019, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on July 1, 2019.
 - This information must be provided to County Clerk in Microsoft Excel and must include "high/low" street address ranges for both "odd/even" sides of each street.
 - Certify the accuracy of such information.
3. Review all information in Address Library Report [as referenced in Article II(H)] and ensure that Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
4. Indicate on Address Library Report Sign-Off Form ("Sign-Off Form") whether any changes are needed, or whether Address Library Report is complete and accurate.
 - If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 9, 2019.
5. Entity must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 16, 2019.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate, initiative petition, question or issue to the ballot.

E. Ballot Preparation.

1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **To avoid space issues on the ballot, County Clerk requests each ballot question and issue be not more than 250 words.**

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement:

SIGNATURE

 **SIGN HERE**

2. Provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to County Clerk no later than 5:00 p.m. on September 6, 2019, pursuant to C.R.S. § 1-5-203(3)(a). Entity must provide certified ballot content as an email attachment to elections@co.larimer.co.us.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

File Format: Microsoft Word (.doc or .docx)

Font Type: Arial

Font Size: 8 point

Justification: Left

All Margins: 0.5 inches

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

3. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Entity must provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 7:00 p.m. from September 6, 2019 until September 16, 2019, or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. Entity has designated

Tessa Oppenheimer, whose phone is 970-490-3607, cell is 970-218-9262, email is tessa.o@psdschools.org and fax is 970-490-3514.

Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

4. Ensure that Entity's certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political Finance online at <http://tracer.sos.colorado.gov>.

5. Provide (or ensure that Entity's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to County Clerk, no later than 5:00 p.m. on September 6, 2019. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

Signature

SIGN HERE

6. Defend and resolve at Entity's sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in Larimer County.

G. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site in accordance with C.R.S. §1-7-104.
2. Obtain a list of Entity's property owners from the County Assessor's office in accordance with C.R.S. §1-5-304. Property owners listed in the County Assessor's property records may not be eligible electors of Entity. Entity must review and verify the eligibility of property owners to receive ballots regarding Entity's Ballot Issue(s).

Entity must provide an initial list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than September 26, 2019, and must provide a final list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 16, 2019. The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Owner Name
Property Address
Property Parcel Number
Mailing Address
Mailing City
Mailing State
Mailing Zip

Each property owner must be listed as a separate entry. Exclude property owners who are already registered to vote within Entity.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel.*

H. TABOR Notice.

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

3. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
4. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 23, 2019, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@co.larimer.co.us in the following format:

File Format: Microsoft Word (.doc/docx)

Font Type: Arial

Font Size: 8 point

Justification: Left

All Margins: 0.5 inches

Entity shall be solely responsible for the preparation, accuracy and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

5. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, Entity must provide an email address and designate a person to be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 24, 2019 until September 27, 2019, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status. Entity has designated Tessa Oppenheimer, whose phone is 970-490-3607, cell is 970-218-9262, email is tessaoppsdschools.org and fax is 970-490-3514.

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

6. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 11, 2019, pursuant to C.R.S. §1-5-208(2).

Entity must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

ARTICLE IV COSTS

A. Election Costs.

The minimum fee for election services is \$650.00.

1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the number of eligible electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to County Clerk's administration of Election for Entity. Entity shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, Entity shall be charged its prorated share.
4. The cost of any recount(s) will be charged to Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
5. Upon receipt of the invoice, pay to County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of Agreement, it will be provided as soon as possible.
6. Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.

B. TABOR Costs.

The minimum fee for TABOR services is \$350.00.

Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

C. Invoice.

County Clerk shall submit to Entity an itemized invoice for all costs incurred under Agreement and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Indemnification.

County Clerk and Entity agree to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to the parties under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

H. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

I. Amendments/Modifications.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

COUNTY CLERK

ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

Date

DATE: 7-17-19
APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

ENTITY

POUDRE SCHOOL DISTRICT R-1
Name of Entity

Date

BY:

Christophe Febvre
Printed Name of Authorized Representative
Signing on behalf of Entity

Signature of Authorized Representative

President, Board of Education
Title of Authorized Representative

970-490-3607
Entity phone number

LARIMER COUNTY
NOVEMBER 5, 2019 COORDINATED ELECTION
COST PRORATION ESTIMATED COSTS
EXHIBIT A (WITH STATE and NO COUNTY ISSUE(S)) - 6/14/19

PARTICIPATING ENTITY	ELECTION	TAPOR	ESTIMATED COSTS OF TABOR				ESTIMATED ELECTION BILLING COSTS				TOTAL
			NUMBER OF HOUSEHOLDS MAILED	COST SUBJECT TO MINIMUM CHARGE \$350	% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF HOUSEHOLDS INCL. MIN	NUMBER OF REGISTERED ACTIVE VOTERS	COST SUBJECT TO MINIMUM CHARGE \$650	% OF TOTAL REGISTERED VOTERS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF REG VOTERS INCL. MIN & SOS	TOTAL ELECTION COST PER PARTICIPANT
			ESTIMATED	\$36,424			ESTIMATED	\$502,421			
State of Colorado (Active voters @ .80 ea)	YES	NA	NA	NA	NA	NA	237,002	NA	NA	\$189,601.60	\$189,601.60
Larimer County	NO	NO	0	\$0.00	0.00000%	\$0.00	228,678	\$0	0.00000%	\$0.00	\$0.00
City of Loveland	YES	YES	27,434	NA	23.08579%	\$8,085.57	51,652	NA	16.81654%	\$51,949.55	\$60,035.12
Town of Johnstown	YES	NO	1,202	\$0.00	0.00000%	\$0.00	2,228	\$650	0.00000%	\$650.00	\$650.00
Town of Estes Park	YES	YES	2,346	\$350.00	0.00000%	\$350.00	4,388	\$650	0.00000%	\$650.00	\$1,000.00
Poudre School District R-1	YES	YES	76,593	NA	64.45323%	\$22,574.10	141,559	NA	46.08790%	\$142,374.48	\$164,948.58
Thompson School District R2-J	YES	NO	42,125	\$0.00	0.00000%	\$0.00	86,358	NA	28.11590%	\$86,855.48	\$86,855.48
Estes Park School District R-3	YES	YES	4,946	NA	4.16207%	\$1,457.72	8,530	NA	2.77714%	\$8,579.14	\$10,036.86
St Vrain Valley School District RE-1J	YES	NO	261	\$0.00	0.00000%	\$0.00	542	\$650	0.00000%	\$650.00	\$650.00
Estes Valley Public Library District	YES	YES	4,969	NA	4.18143%	\$1,464.50	8,559	NA	2.78659%	\$8,608.31	\$10,072.81
North Weld County Water	YES	YES	252	\$350.00	0.00000%	\$350.00	560	\$650	0.00000%	\$650.00	\$1,000.00
Berthoud Fire Protection	YES	YES	4,893	NA	4.11747%	\$1,442.10	10,492	NA	3.41592%	\$10,552.44	\$11,994.55
Riviera Estates PID No. 65	YES	YES	21	\$350.00	0.00000%	\$350.00	48	\$650	0.00000%	\$650.00	\$1,000.00
Ridgewood Meadows PID	YES	YES	30	\$350.00	0.00000%	\$350.00	62	\$650	0.00000%	\$650.00	\$1,000.00
TOTAL			165,072	\$1,400.00	100%	\$36,424.00	543,656	\$3,900	100.00000%	\$502,421.00	\$538,845.00
PLEASE NOTE: THIS IS AN ESTIMATION BASED ON ENTITIES THAT MAY OR MAY NOT PARTICIPATE IN THE 2019 COORDINATED ELECTION.			Cost subject to minimum charge (\$36,424) less the total of all minimum charges to entities (\$1,400) X percentage of total households for general cost proration for your district.				Cost subject to minimum charge (\$502,421) less the total balance of cost subject to minimum charge (\$3,900) less the total elections costs of State of Colorado (\$189,601.60) X percentage of total registered voters for general costs proration for your district				

EXHIBIT B AUDIO

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 6, 2019), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.498.7820 if you have any questions or need additional information.

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Karen Harris Field at Laurel Elementary

Summary: Laurel Elementary is requesting to name the south field at Laurel after former staff member, Ms. Karen Harris. Ms. Harris served the Laurel Elementary School Community for 37 years and passed away on May 23, 2018, one week before her retirement. The Laurel school community would like to honor her service and commitment with this request. School leaders and staff have worked together with Ms. Harris' family and the rest of the Laurel community to ensure that support for this naming is widespread.

Attached to this item is a letter from the Ms. Tommi Sue Cox, Laurel Elementary School Principal, which also includes the approval signature of Matt Bryant, PSD Executive Director of Operations.

Type of Communication: Decision Preparation

Type of Action Requested: Other Action

Policy Facts: Per district Policy FF, Laurel has met all obligations to make this request.

Background: PSD Policy FF provides guidance for naming schools and facilities across the district. Laurel Elementary initiated this process early in the 2018-19 school year and worked through their various parent and teacher groups to build support for the request. All of these groups, including the Laurel School Accountability Committee, unanimously approved.

Recommendation: The superintendent recommends approval to name the field at Laurel Elementary for Ms. Karen Harris as requested.

ATTACHMENTS:

File Name	Description	Type
Support_Letter_from_Matt_Bryant_Aug_13_2019_BOE_Mtg.pdf	Support Letter from Matt Bryant Aug 13 2019 BOE Mtg	Cover Memo
FF.pdf	District Policy FF	Backup Material



LAUREL ELEMENTARY SCHOOL
of ARTS AND TECHNOLOGY

Tommi Sue Cox
Principal

1000 East Locust Court
Fort Collins, CO 80524

(970) 488-5925
(970) 488-5927 Fax

August 2, 2019

Dear Mr. Bryant,

I am writing on the behalf of the Laurel Elementary School of Arts & Technology community to respectfully request the south field at Laurel be renamed the *Karen Harris Field*.

Mrs. Harris served the Laurel Elementary School community for 37 years. She passed away May 23, 2018, one week before retirement. Karen was a devoted dog lover and treasured the sight of neighbors playing with their dogs on school property. She provided dog treats to every dog, every day in the parent drop-off car lines. Her "Life Is Good" motto and "Happiness is a Choice" attitude was contagious. In Karen's memory we want to honor her years of service and her deep, positive impact on hundreds of families and furry friends.

In Karen's memory our plans are to:

- create a sign to attach to the fence sharing how Karen impacted our school community
- Install an engraved stone bench on the field (completed July 2019) see picture below
- Install fence art of dogs on the entrance gate to the field
- hold a school-wide assembly on National Dog Day, Monday August 26, 2019 to dedicate the field

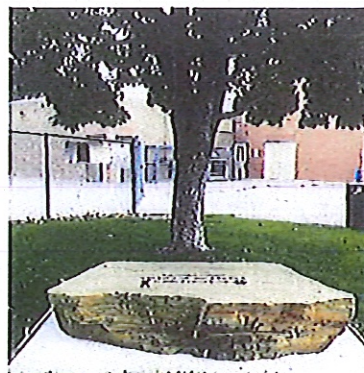
The Laurel school community and stakeholders have been informed of the plans as they have developed. On May 22, 2019 at the Laurel School Accountability Committee meeting, the members unanimously approved the plan to rename the field and move forward with plans to honor Karen Harris' memory.

Thank you for your consideration.

Sincerely,

Tommi Sue Cox

Approved by:

8/6/2019
Matt Bryant, Executive Director of Operations

FLOUDE SCHOOL DISTRICT



FF - NAMING DISTRICT SITES AND FACILITIES

Each District site with a separate geographic location (including schools, building complexes, plants, and athletic stadiums) shall be identified by one name. District facilities (including auditoriums, gymnasiums, buildings, and athletic fields) at individual geographic locations may under exceptional circumstances be identified by a name distinct from that of the site at which they are located. Such facilities shall be named for persons making significant contributions to Poudre School District R-1, unless a compelling reason is established in favor of another basis for the name. Schools may also be identified by descriptive terms constituting a “brand promise.” All District site and facility names, and all school brand promises, must be approved by official action of the Board of Education.

Suitable name categories for District sites shall include any deserving person, locale or area, in accordance with the following guidelines:

1. The District shall name high schools for regional objects or geographic areas, unless a compelling reason is established in favor of another basis for the name.
2. The District shall name middle and elementary schools for local persons contributing to public education, including but not limited to persons associated with elementary, middle and high school education, central office assignments, and Board of Education membership, unless a compelling reason is established in favor of another basis for the name. Such persons may be living or deceased, and shall have made a significant contribution to local public education as a volunteer, teacher, administrator, Board member, donor, etc.

A school that wishes to include descriptive terms constituting a brand promise in its name shall demonstrate to the Board of Education that such terms accurately describe the educational philosophy, methodology and/or curriculum of the school. Such descriptive terms must be in addition to the name of a deserving person, locale or area based on the District site categories described above. The school shall provide acceptable assurances that it will continue to faithfully implement the brand promise and include the brand promise, as appropriate, in its marketing and public relations efforts and in its internal and external communications.

If the Board approves a school’s use of descriptive terms constituting a brand promise in the school’s name, the school shall conduct an evaluation every five (5) years as to whether it has continued to faithfully implement the brand promise. The results of each such evaluation, including all related evidence, shall be submitted to the superintendent. If the superintendent determines that the school has not continued to faithfully implement the brand promise, the superintendent may recommend rescission of the authorization for use of descriptive terms constituting that promise in the school’s name.

GENERAL PROCEDURES

1. In order for a proposal to be considered for the naming or renaming of a District site or facility, a complete Site/Facility Name Proposal Form must be received by the published solicitation date.
2. Supporting documents may be sent, but need not be considered by the superintendent, superintendent's designee, and/or the committee involved in the naming or renaming process.
3. If a person has been a District employee, he or she shall not be eligible to have a District site or facility named after him/her until one year after he/she has left the employ of the District.
4. Proposed names of persons shall be made public unless removed from consideration by that person or, if that person is deceased, by a family member.
5. It is recommended that an appropriate plaque or other signage detailing pertinent information about a person for whom a site is named be displayed at the site.
6. A school that wishes to include descriptive terms constituting a brand promise in its name shall: (a) explain the underlying educational philosophy, methodology and/or curriculum, how it was selected and how it will benefit students; (b) explain how the quality and effectiveness of the underlying educational philosophy, methodology and/or curriculum will be measured, evaluated and used for school improvement; (c) explain how the school's brand experience does or will match its brand promise; (d) demonstrate that it has provided adequate community engagement to explain and receive feedback regarding the basis for the proposed brand promise from members of the community, parents of students, and staff members; (e) demonstrate that the basis for the proposed brand promise has an acceptable level of support by members of the community, parents of students, and staff members; and (f) be subject to the direction of the assistant superintendent of elementary schools or assistant superintendent of secondary schools, as appropriate, to ensure compliance with the requirements of this policy.

NAMING NEW SITES

The superintendent or superintendent's designee shall appoint a committee composed of no less than 10 nor more than 20 people from throughout the District to make recommendations for the name of a new District site.

Interested persons or groups shall submit name recommendations with background and reasoning to the committee. Forms for submissions shall be available upon request.

The committee shall review all recommendations and submit three proposals to the superintendent or superintendent's designee. The superintendent or superintendent's designee shall review the proposals and submit them along with his or her recommendations to the Board of Education.

RENAMING EXISTING SITES

Requests that reflect appropriate community involvement and support to rename existing sites shall be submitted to the superintendent or superintendent's designee. The superintendent or superintendent's designee shall review such requests and, if he or she deems appropriate, appoint a committee composed of no less than 10 nor more than 20 people from throughout the District to review the request and make recommendations to the superintendent or designee concerning the request.

If the request to rename an existing site includes the suggestion of one or more new names, the superintendent or superintendent's designee shall review the name change request, suggested new name(s), and committee recommendations (if a committee is appointed), and submit them along with his or her own recommendations to the Board of Education. If the request to rename an existing site does not include the suggestion of any new names, the procedure shall be the same as that described in the immediately preceding section on naming new sites.

NAMING, RENAMING OR ELIMINATING THE NAME OF FACILITIES

Requests to rename facilities located at District sites that do not include the suggestion of any new names will not be considered. Requests that reflect appropriate community involvement and support to name, rename or eliminate the name of facilities located at District sites shall be submitted to the superintendent or superintendent's designee. The superintendent or superintendent's designee shall review such requests and, if he or she deems appropriate, appoint a committee composed of no less than 10 nor more than 20 people from throughout the District to review the request and make recommendations to the superintendent or designee concerning the request. The superintendent or superintendent's designee shall review the request and committee recommendations (if a committee is appointed), and submit them along with his or her own recommendations to the Board of Education.

Adopted by Board: January 24, 1994
Reviewed by Board: December 9, 1996
Revised by Board: May 22, 2006
Revised by Board: May 26, 2009

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Renewal of Commercial Building Lease for PSD Employee Assistance Services

Summary: For Board consideration is a lease between Poudre School District and Anchorage Investments, LLC for use of the offices located at 2850 McClelland Drive, Suite 2200, Fort Collins Colorado 80525.

The lease has existed between PSD and various investment companies since 1997. PSD's Contract Administrator facilitated in the negotiation and discussions between District staff, The District's Special Council, Darryl Farrington, and Anchorage Investments. The lease attached is the result of the agreed-upon negotiations between all parties involved including review by Darryl Farrington.

The lease is a 5-year agreement for 1,394 square feet for a monthly rental amount of \$1,742.00 from July 1, 2019 through June 30, 2020. Monthly rent will increase to \$1,794.78, \$1,848.62, \$1,904.07 and \$1,961.20 for each of the four upcoming years, respectively.

The lease also includes an additional rent equal to the proportionate share of space occupied, or 4.16% of certain operating expenses; such as snow removal, building maintenance, cleaning services, etc. (referred to as CAM), which is not unusual for this type of lease. The additional rent is \$986.00 per month through December 2019, and is updated annually based on estimated building expenses for the upcoming year.

Estimated annual cost \$32,736.00 = ((rent of \$1,742 + CAM of \$986) x 12 months).

Upon the Board's approval and authorized signature on the lease agreement, Anchorage Investments will countersign for full execution of the lease.

Type of Communication: Other

Type of Action Requested: Contract Approval

Policy Facts: Executive Limitation 2.3 Financial Conditions and Activities:
The Superintendent shall neither cause nor allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in District Ends policies.

Among other things, the Superintendent shall not cause or allow the District to: Acquire, lease, encumber or dispose of real property.

Recommendation:

The Superintendent and Executive Director of Finance recommend the Board of Education approve the lease of real property.

I move the that the Board of Education authorize the execution of the lease between Anchorage Investments and Poudre School District as included in the Board Agenda.

ATTACHMENTS:

File Name	Description	Type
PSD_Lease_July_2019_- _Suite_2200_(LLv4)_(00393389)- Lease Agreement _NOVUS.pdf		Backup Material

LEASE

THIS LEASE ("Lease") is made this _____ day of, _____, **2019** but effective as of the **1st** day of **July 2019**, by and between **ANCHORAGE INVESTMENTS, LLC, a Colorado Limited Liability Company**, whose principal place of business and post office address is **2850 McClelland Drive, Fort Collins, CO 80525 c/o Investors Properties, Suite 1600** ("Landlord"), and **POUDRE SCHOOL DISTRICT R-1**, whose principal place of business and post office address is at **2407 LaPorte Avenue, Fort Collins, CO 80521-2297** ("Tenant").

W I T N E S S E T H :

Landlord, in consideration of the rent herein reserved and of the covenants herein contained, and on the part of Tenant to be observed and performed, and upon and subject to the terms and conditions hereinafter set forth, does hereby lease unto Tenant, and Tenant does hereby lease from Landlord the space ("Tenant Premises" defined below) located within the building situated at **2850 McClelland Dr** and more particularly identified as: **2850 McClelland Dr., Suite #2200, Fort Collins, Colorado 80525** ("Building"), and which Tenant Premises are crosshatched in Exhibit "C" attached hereto and hereby made a part hereof for all purposes. The Building is situated on the property ("Property") more particularly described in Exhibit "A" attached hereto and hereby made a part hereof for all purposes. The Building shall include such other structures as may now exist on the land of which the Premises are a part or which may in the future be constructed thereon.

I. Specific Conditions of this Lease

The following subparagraphs constitute all of the specific conditions of this Lease as referred to elsewhere in this Lease:

- (A) Tenant's Premises: Approximately One thousand three hundred and ninety-four (1,394 SF) square feet in area, designated as Suite 2200, as outlined in Exhibit "C."
- (B) The term ("Term") of this Lease shall be Five (5) years, commencing on July 1, 2019 ("Commencement Date") and ending on June 30, 2024.
- (C) Base Monthly Rent shall be as shown below:
 - 1) For the period commencing **July 1, 2019**, and terminating on and including **June 30, 2020** the monthly Base Rent of **One Thousand Seven Hundred Forty-Two and 50/100 Dollars (\$1,742.50)**
 - 2) For the period commencing **July 1, 2020** and terminating on and including **June 30, 2021** the monthly Base Rent shall be **One Thousand Seven Hundred Ninety-Four and 78/100 Dollars (\$1,794.78)**.

- 3) For the period commencing **July 1, 2021** and terminating on and including **June 30, 2022** the monthly Base Rent shall be **One Thousand Eight Hundred Forty-Eight and 62/100 Dollars (\$1,848.62)**.
- 4) For the period commencing **July 1, 2022** and terminating on and including **June 30, 2023** the monthly Base Rent shall be **One Thousand Nine Hundred Four and 07/100 Dollars (\$1,904.07)**.
- 5) For the period commencing **July 1, 2023** and terminating on and including **June 30, 2024** the monthly Base Rent shall be **One Thousand Nine Hundred Sixty-One and 20/100 Dollars (\$1,961.20)**.
- (D) Tenant's Proportionate Share (hereinafter defined) of Additional Rent (hereinafter defined): **Four (4) and 16/100 percent (4.16%)**.
- (E) Tenant's initial current estimated monthly Additional Rent (CAM): **Nine hundred Sixty-Eight and 00/100 Dollars (\$968.00)**.
- (F) Amount of Security Deposit: **One Thousand Two Hundred Dollars (\$1,200), paid at time of the original Lease and held by Investors Properties**.
- (G) Permitted uses: Retail store or general office use, and for no other purpose.
- (H) Tenant's address for notice if other than the Premises: **Poudre School District R-1 Attn: Contract Administrator 2407 LaPorte Avenue, Fort Collins, CO 80521-2297; and Poudre School District, Attn: Employee Assistance Services, 2850 McClelland Drive, Suite #2700, Fort Collins, CO 80525**.

II. Exhibits

The following exhibits which are attached hereto are hereby made a part of this Lease:

- (A) Exhibit "A": Description of Property
- (B) Exhibit "B": Rules and Regulations
- (C) Exhibit "C": Property Outline

III. General Conditions of Lease

The General Conditions of Lease attached hereto as Section III of this Lease, together with all Exhibits, are made a part hereof for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

ANCHORAGE INVESTMENTS, LLC,
a Colorado limited liability company

By _____
Name _____
Title _____

TENANT:

POUDRE SCHOOL DISTRICT R-1

By _____
Name _____
Title _____

By _____
Name _____
Title _____

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III. General Conditions of Lease

ARTICLE I

Demise and Term

Section 1.1. Acceptance of Premises. It is understood and agreed that Tenant has examined the Premises and that Tenant accepts the Premises in its “as is” physical condition as of the date of the commencement of this Lease. Tenant acknowledges that Landlord has made no representation or warranties to Tenant with respect to the condition of the Premises or its habitability or fitness for any particular purpose or use.

Section 1.2. Term. This Lease shall be for a term as set forth in Section I(B) of the Specific Provisions.

ARTICLE II

Rent

Section 2.1. Monthly Payments. All Base Rent and Additional Rent shall be payable monthly in advance on or before the first day of each calendar month during the Term hereof. Should the Term commence or terminate on a day other than the first day of a calendar month, then the rent for that fractional month shall be calculated by dividing the Base Monthly Rent and Additional Rent by thirty (30) and multiplying that result by the number of days remaining in said fractional month. All payments of rent shall be paid at the office of Landlord, or such other place as shall be designated in writing by Landlord, without notice or demand.

It is the intent of this Lease to ensure that the rent to be paid to Landlord by Tenant will be received by Landlord without diminution by any tax, assessment, charge or levy of any nature whatever based upon the receipt of the rents by Landlord except federal and state net income taxes, and the terms and conditions of this Lease shall be liberally construed to effect such purpose.

Section 2.2. Base Rent. The Base Rent shall be the amount set forth in Section I(C) of the Specific Provisions.

Section 2.3. Additional Rent. In addition to the Base Rent, Tenant agrees to pay to Landlord as additional rent (“Additional Rent”) Tenant’s Proportionate Share (set forth in Section I(E) of the Specific Provisions) of the Operating Expenses. Additional Rent shall be paid in a monthly amount equal to one-twelfth (1/12) of the estimated annual Additional Rent due.

Operating Expenses are hereinafter defined to mean the expenses incurred by Landlord in managing, operating, and maintaining the common areas and facilities of the Property including, without limitation: all expenses (but not capital expenditures) incurred in bringing the common areas into compliance with present and future laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county, municipal and any other governmental agencies and authorities; all expenses (but not capital expenditures) required under any governmental law or regulation that was not applicable to the common facilities and/or common areas of the building at

the time it was originally constructed; the cost of common area or common facility utility charges such as water, electricity and sewage (if not separately metered or separately assessed); common facility and common area maintenance and repair; fire alarm system monitoring (if any); property management fees attributable to common facilities and/or common areas; , and the following expenses if, and only if, and to the extent, and only to the extent, incurred for the maintenance and upkeep of the common facilities and/or common areas: maintenance supplies; security services; light bulb replacement; janitorial services; gardening and landscaping; the cost of public liability, property damage and fire insurance; repairs; painting; lighting; sanitary control; rubbish removal; depreciation on machinery and equipment used in such maintenance; and the cost of personnel to implement such services, to direct parking, and to police the common facilities.

Excluded from Operating Expenses shall be: items of expense commonly known and designated as carrying charges such as ground rent, principal and interest on mortgage indebtedness and capital items; costs of work, including painting and decorating and tenant change work, which Landlord performs for any other tenant or in any other tenant's space in the Building other than work of a kind and scope which Landlord would be obligated to furnish to all tenants whose leases contain a rental adjustment provision similar to this one; costs of repairs or other work occasioned by fire, windstorm or other insured casualty to the extent of insurance proceeds received; costs of disputes between Landlord and other tenants including court costs and attorney fees; and capital expenses. For the purposes of this Lease, the term "capital expenses" shall be deemed to mean expenses incurred in connection with capital improvements and structural repairs to, and replacements of, structural elements of the common areas or common facilities. "Common facilities" means all areas provided by Landlord for the common or joint use and benefit of all tenants of the property, their employees, agents, servants, customers, and other invitees, including without limitation, parking areas, access roads, driveways, landscaped areas, stairs, ramps, sidewalks and comfort stations.

Tenant will pay to Landlord in advance on the first (1st) day of each month throughout the term of this Lease, in accordance with monthly billing rendered to Tenant by Landlord, but subject to annual adjustment as hereinafter set forth, Tenant's share of the Operating Expenses for the Building and real property of which the Premises are a part.

It is understood and agreed that the monthly billings for Additional Rent referred to in this Lease shall be on an estimated basis. If the aggregate payments made by Tenant for Operating Expenses for any Lease Year (hereinafter defined) exceed Tenant's share of Operating Expenses for such Lease Year, such excess shall, at Landlord's option, be refunded or applied as a credit against future payments to be made by Tenant in writing as soon as practicable after the end of such Lease Year of such credit and the amount so credited or refund such amount to Tenant. If the aggregate payments made by Tenant for the Operating Expenses with respect to any such Lease Year are less than Tenant's share of Operating Expenses, Tenant shall pay the amount of such deficiency to Landlord within ten (10) days after written demand by Landlord. In the event that this Lease is terminated prior to the end of a Lease Year, the adjustment above will be made to apply as of the date of termination of this Lease, and any excess paid by Tenant shall be refunded by Landlord to Tenant within thirty (30) days after the termination of the Lease. Any deficiency owed by Tenant shall be paid as set forth in this Lease.

It is the Parties' intention that the share of Operating Expenses paid by the Tenant shall be based upon the Landlord's actual, reasonable costs of the Operating Expenses authorized by this Lease.

Accordingly, the Tenant shall have the right to obtain a detailed and itemized statement of actual Operating Expenses, with supporting documentation, provided that Tenant makes a request for the same within forty-five (45) days following the last day of the Lease Year.

Upon receipt of such statement, Tenant shall have forty-five (45) days in which to review the statement and challenge any information therein. Landlord shall make Landlord's books and records available to Tenant, at reasonable times and at reasonable locations, during such ninety-day period. If Tenant does not dispute the statement of Operating Expenses in writing within such forty-five day period, If Tenant wishes to dispute the statement of Operating Expenses, it shall do so by giving Landlord written notice of such dispute within such forty-five day period, following which Tenant shall have the right, at its sole cost, to engage its own outside accountants or utilize its own personnel ("Tenant's Accountants") for the purpose of verifying the accuracy of the Operating Expense statement. If Tenant's Accountants determine that an error has been made, Landlord's accountants and Tenant's Accountants shall endeavor to agree upon the matter, failing which the parties shall submit such matter to an independent certified public accountant selected by Landlord and reasonably acceptable to Tenant, for a determination which shall be final, conclusive and binding upon Landlord and Tenant. Notwithstanding the pendency of any dispute over any particular statement, Tenant shall continue to pay Landlord the amount of the monthly installments of Tenant's Pro Rata Share of Operating Expense determined by Landlord's accountants until the adjustment has been determined to be incorrect as aforesaid. If it shall be determined that any portion of the Operating Expenses were not properly chargeable to Tenant, then Landlord shall promptly credit or refund the appropriate sum to Tenant. Delay by Landlord or Landlord's accountants in submitting any statement contemplated herein for any Lease Year shall not affect the provisions of this Section 2.3. or constitute a waiver of Landlord's rights as set forth herein for said Lease Year or any subsequent Lease Years during the Lease Term. Notwithstanding the above, Landlord and Tenant agree that Tenant shall not be permitted to have the books and records reviewed or audited by any accountants, auditors or other persons engaged by Tenant where fees to be paid by Tenant are calculated in full or in part based on a percentage of the discrepancies in the accounting discovered and/or the resulting savings to Tenant obtained, or where the fees to be paid are contingent on successfully requiring Landlord to pay those fees pursuant to the provisions of this Lease.

For purpose of this Section 2.3, "Lease Year" shall mean each calendar year during the term of this Lease, except that the first Lease Year shall begin on the date the Lease Term commences and end on December 31 of such year and the last Lease Year shall begin on January 1 of the year in which this Lease expires or is terminated and end on the date of such expiration or termination. In the case of a Lease Year of less than twelve (12) months, Operating Expenses for such year shall be prorated.

Tenant will also pay as Additional Rent before the same become delinquent all real property taxes, conveyance taxes, assessments, impositions, duties, charges and other outgoings of every description of which the Premises or the Landlord or Tenant in respect thereof are now or may during the term of the Lease become liable, and whether the same are or shall be assessed to or be payable or dischargeable by law by Landlord or Tenant, including all assessments or charges for any permanent benefit or improvement of the Premises or any part thereof, made under any betterment law or otherwise, or any assessments or charges for sewerage or street or sidewalk improvements or municipal or other charges for any utilities or other services or any connections

or matters therefore which may be legally imposed upon the Premises or any part thereof or to which the Premises or any part thereof or Landlord or Tenant in respect thereof are now or may during said term become liable; PROVIDED, HOWEVER, that if any assessment or charge for any such permanent benefit or improvement shall be payable in installments, Tenant shall be required to pay only such installments with interest on unpaid balances hereof as become due and payable during the Term of this Lease or any extension thereof, and that said assessments or charges for the years in which the Lease Term begins and ends shall be apportioned between Landlord and Tenant as of the dates of commencement and termination of this Lease respectively. Notwithstanding anything in this Lease to the contrary, Tenant shall not be responsible for the federal income taxes, state and municipal net income taxes or franchise taxes of Landlord.

If real estate taxes, or any portion of Operating Expenses including utility, janitorial or other services increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect, and thereafter Tenant agrees to pay Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such annual increase in the estimated Additional Rent divided by the number of months remaining in such year.

Tenant shall pay any and all increases in such taxes. Any conveyance tax imposed by law due to this Lease shall be paid by Tenant. Landlord shall inform Tenant of the amount of such tax, if any, and it shall be due and payable by Tenant upon receipt of such notice. At the request of Landlord, Tenant shall promptly execute such documents as may be necessary in connection with such tax. All amounts due under this final paragraph of Section 2.3 shall be referred to generally as "Taxes." The term "Taxes" shall also be deemed as part of "Additional Rent."

ARTICLE III

Landlord's Covenants

Landlord hereby covenants with Tenant as follows:

Section 3.1. Quiet Enjoyment. Upon timely payment by Tenant of the rent as aforesaid and upon the observance and performance of all the covenants by Tenant hereinafter contained, Tenant shall peaceably and quietly hold and enjoy the Premises for the terms of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, except as otherwise provided herein.

ARTICLE IV

Tenant's Covenants

Tenant hereby covenants with Landlord as follows:

Section 4.1. Payment of Rent. Tenant will pay said rent in lawful currency of the United States of America at the office of Landlord, or such other place as shall be designated in writing by Landlord, at the time aforesaid, without any deduction and without notice or demand.

Section 4.2. Rates and Other Charges. Tenant will pay directly before the same become delinquent all utility charges, water and sewer rates, garbage rates and other charges and outgoings of every description to which the Premises or any part thereof or improvements thereon, or the Landlord or Tenant in respect thereof, may during the term of this Lease be assessed or become liable, whether assessed to or payable by Landlord or Tenant. Tenant will pay such rates and charges directly to the extent the Premises are separately metered. If any such rates or charges shall not be paid by Tenant when due and Landlord shall, at its sole option but without obligation, advance the same, then upon written demand Tenant shall reimburse Landlord for all amounts advanced by Landlord.

Section 4.3. Improvements Required by Law. Tenant will, at its own expense, during the term of this Lease, make, build, maintain and repair the Premises as may be required by law to be made.

Section 4.4. Repair and Maintenance. Tenant shall, at its own expense, from time to time and at all times during the term of this Lease, well and substantially keep, repair and maintain the Premises and all fixtures, electrical wiring, air conditioning equipment, floor coverings and other improvements now or hereafter built or made on the Premises in good and safe repair, order and condition with all necessary reparations and amendments whatsoever and in substantially the same condition as of the date of commencement of this Lease, reasonable wear and tear excepted.

Tenant covenants and agrees to replace the plate glass on the Premises which may break during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by the Landlord or if such damage is caused by the negligence of the Landlord, its agents or employees.

Landlord to maintain A/C unit(s) installed by Landlord, and the cost to maintain the unit(s) will be included as part of the Operating Expenses. Tenant will be responsible for maintaining the A/C unit(s) installed by Tenant.

Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not undertake any repair, construction or improvement work to the Premises or any other portion of the Building, including, without limitation, any work on or to the roof the Building, without the prior written consent of Landlord. All such work shall be subject to the requirements of Section 4.9.

Section 4.5. Inspection. Tenant will permit Landlord and its agents, at all reasonable times during the terms of this Lease, to enter the Premises and examine the state of repair and condition thereof. Tenant will repair and make good all defects of which notice shall be given to Tenant by Landlord within thirty (30) days after the giving of such notice or such further time as may be reasonably necessary to complete the same, provided such repairs are commenced within such 30-day period and diligently prosecuted to completion. If Tenant refuses or neglects to commence and complete such repairs within said period, Landlord may, but shall not be obligated to make or cause such repairs to be made, and shall not be responsible to Tenant for any loss or damage that may accrue to the property, occupation or business of Tenant by reason thereof. If Landlord makes or causes such repairs to be made, Tenant hereby agrees to pay forthwith on demand to Landlord the cost thereof.

Section 4.6. Laws and Ordinances. Tenant will, during the term of this Lease, keep the Premises in a strictly clean and sanitary condition and observe and perform all federal, state and local laws, ordinances, rules and regulations and enforcement procedures applicable to the Premises or any buildings and improvements now or hereafter erected thereon or the use thereof including, without limitation, the Hazardous Materials Laws (as defined in Section 4.8(a), and with any direction of any governmental officer, agency or department, pursuant to law, which shall impose any duty upon the Landlord or Tenant with respect to the use or occupation of the Premises; and, subject to Section 8.18 below, will indemnify Landlord against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations and/or enforcement procedures. Tenant, at its sole cost and expense, shall be responsible that all alterations and improvements in the Premises, and Tenant's use and occupancy of the Premises, and Tenant's performance of its obligations under this Lease, comply with the requirements of the Americans with Disabilities Act of 1990. However, if capital improvements to the Premises are needed in order to comply with 41 U.S.C. 1218 1, et seq., (The Provisions Governing Public Accommodations and Services Operated by Private Entities) or any other regulations promulgated thereunder, or any amendments, revisions or modifications thereto now or hereafter adopted or in effect in connection therewith (hereinafter collectively referred to as the "ADA"), then Landlord shall take such actions and make such alterations and improvements as are necessary for such compliance. To the extent that such alterations and improvements are not capital improvements, the responsibility for which rests with Landlord, if Tenant fails to diligently take such actions or make such alterations or improvements as are necessary for such compliance, Landlord may, but shall not be obligated to, take such actions and make such alterations and improvements and may recover all of the reasonable costs and expenses of such actions, alterations and improvements from Tenant as Additional Rent plus 20% of the foregoing costs and expenses from Tenant as an administrative fee.

Notwithstanding anything in this Lease contained to the contrary, no act or omission of Landlord, including any approval, consent or acceptance by Landlord or Landlord's agents, employees or other representatives, shall be deemed an agreement, acknowledgment, warranty or other representation by Landlord that Tenant has complied with the ADA or that any action, alteration or improvement by Tenant complies or will comply with the ADA or constitutes a waiver by Landlord or Tenant's obligations to comply with the ADA under this Lease or otherwise.

Section 4.7. Use. Tenant will use, or allow to be used, the Premises solely for the purpose set forth in Section I(H) of the Specific Conditions. Tenant will not use the Premises or any part thereof for any use or purpose prohibited by any applicable federal, state or local environmental or hazardous materials laws, ordinances, rules or regulations including, without limitation, the Hazardous Materials Laws. Tenant will not make or suffer any strip or waste or unlawful, improper or offensive use of the Premises, nor use the Premises for any purpose or in any manner which will invalidate the insurance herein required for the Premises.

Section 4.8. Hazardous Materials.

(a) Definitions.

(i) Hazardous Materials Laws. The term “Hazardous Materials Laws” means and includes all federal, state or local laws, ordinances, rules or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials (as that term is defined in Section 4.8(a) (ii) below) on, within, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Hazardous Materials transportation Act, 49 U.S.C. Section 1801, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; The Clear Air Act, 42 U.S.C. Section 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 601 through 2629; the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j; and any similar federal, state or local laws or ordinances and the rules and regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

(ii) Hazardous Materials. The term “Hazardous Materials” means and includes any and all radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, flammable explosives, petroleum, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances and any and all other substances or materials defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, or “toxic substances” under, or for the purpose of, the Hazardous Materials Laws, or listed in the United States Department of Transportation Table (49 CFR Section 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency or department) as hazardous substances (40 CFR Part 302 and amendments thereto).

(iii) Hazardous Discharge. The term “Hazardous Discharge” means any event involving the use, deposit, disposal, spill, release or discharge of any Hazardous Materials on, within, under or about the Premises.

(iv) Hazardous Materials Claims. The terms “Hazardous Materials Claims” means and includes (A) any and all enforcement, clean-up, removal, mitigation or other governmental or regulatory actions instituted, or to the best of Tenant’s knowledge contemplated or threatened, in respect of the Premises pursuant to any Hazardous Materials Laws, and (B) any and all claims made or to the best of Tenant’s knowledge, contemplated or threatened by any third party against Tenant seeking damages, contribution, indemnification, cost recovery, compensation, injunctive relief or similar relief resulting from any Hazardous Discharge or from the existence of any Hazardous Materials on, within, under or about the Premises.

(b) Covenants. Tenant covenants to Landlord that:

(i) Tenant will not use, generate, manufacture, produce, process, treat, handle, refine, store, discharge, release, dispose of or allow to exist on, within, under or about the Premises or transport to or from the Premises any Hazardous Materials or cause or permit any of its agents, employees, contractors or invitees or any other person or entity to do so, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord’s reasonable satisfaction that such Hazardous Materials are necessary or useful to Tenant’s business and will be used, kept and stored in a manner that complies with the Hazardous Materials Laws.

(ii) Any Hazardous Materials shall be used, generated, manufactured, produced, processed, treated, handled, refined, stored, discharged, released, disposed of or allowed to exist on, within, under or about the Premises only in full compliance with the Hazardous Materials Laws.

(iii) Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of any of, the Hazardous Materials Laws.

(iv) Tenant hereby releases and forever discharges Landlord from any liability to Tenant for any claims, damages, obligations, liability, right of contribution or indemnity arising under the Hazardous Materials Laws or relating to the use or presence of Hazardous Materials on, under or about the Premises.

(v) If Tenant breaches the obligations of this Section 4.8, Landlord shall be entitled to indemnity as set forth in Section 4.12. Without limiting the foregoing, if the presence of any Hazardous Materials of the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Materials to the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(c) Notice. Tenant shall give prompt written notice to Landlord of:

(i) any Hazardous Discharge affecting the Premises;

(ii) any Hazardous Materials Claims regarding the Premises;

(iii) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property; or

(iv) Tenant's knowledge or discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any of the Hazardous Materials Laws including, without limitation, Tenant's discovery of any occurrence or condition of any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be classified as tainted property under any of the Hazardous Materials Laws or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under the Hazardous Materials Laws.

At Landlord's request, Tenant shall provide to Landlord such detailed reports of any Hazardous Discharge or Hazardous Materials Claim regarding the Premises as may be reasonably requested by Landlord.

(d) Disclosures. At the commencement of this Lease and on January 1 of each year

thereafter (each such date being hereafter called the "Disclosure Dates"), including January 1 of the year after the termination of this Lease, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used or disposed on the Premises, or which Tenant intends to store, use or dispose of on the Premises, if permitted by Landlord pursuant to Section 4.8 (b) (1) above.

(e) Inspection. In addition to the rights of inspection set forth in Section 4.5 above, Landlord and its employees, agents and contractors shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

(f) Default. Any default under this Section 4.8 shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

Section 4.9. Construction. Tenant, or anyone claiming or holding by, through or under Tenant, will not during the term of this Lease erect, build, alter, remodel or otherwise improve the Premises without the prior written consent of Landlord and in accordance with detailed plans, elevations, sections and specifications prepared by a licensed architect or engineer and first approved by Landlord. All work shall be performed by licensed contractors and shall be completed free and clear of any claims for mechanics' and materialmen's liens. Tenant shall obtain all required building permits and other governmental approvals for all such work. Upon completion of such work, Tenant shall promptly deliver to Landlord an accurate, itemized and detailed certificate, in such form as Landlord may prescribe, of the actual and true costs of every such improvement or alteration placed upon or made to the Premises. The approval of Landlord (or any approval by any architect or engineer employed by Landlord) of such plans, elevations, sections and specifications shall not be deemed a warranty or other representation on the part of the Landlord to any person that such plans, the specifications, detailed plot plan or the buildings or other improvement therein described are legal or structurally safe or sound.

Prior to undertaking any construction costing more than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), Tenant shall provide to Landlord a performance bond and labor and material payment bond, naming Landlord as obligees, in an amount equal to the total estimated cost of such construction and in form and with surety satisfactory to Landlord, guaranteeing that such work be done free and clear of all mechanics' and materialmen's liens by whomever claimed and guaranteeing the full payment of all subcontractors, laborers and materialmen.

Section 4.10. Setback Lines. Tenant will observe any setback lines affecting the Premises as now or hereafter established by any governmental authority having jurisdiction, or any other more restrictive setback lines herein mentioned.

Section 4.11. Landlord's Expenses. Tenant will pay to Landlord on demand all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing any of Tenant's

covenants and obligations in this Lease, in remedying any breach by Tenant thereof, in recovering possession of the Premises, in collecting any delinquent rent, taxes or other charges payable by Tenant or in connection with any litigation commenced by or against Tenant (other than condemnation proceedings) to which Landlord without any fault on its part shall be made party.

Section 4.12. Indemnity. Subject to Section 8.18 below, Tenant will indemnify, defend, and hold Landlord harmless from and against all claims and demands for loss or damage, including without limitation property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Premises by Tenant or any other person claiming by, through or under Tenant, or any accident or fire on the Premises or any adjacent sidewalk or any nuisance made or suffered thereon, or any failure by Tenant to keep the Premises or sidewalk or any nuisance made or suffered thereon, or any failure by tenant to keep the Premises or sidewalk in a safe condition. Indemnity shall be provided as set forth in Section 4.12. Tenant will reimburse Landlord for all of Landlord's costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claims, and will hold all goods, materials, furniture, fixtures, equipment, machinery and other property on the Premises at the sole risk of Tenant. Tenant will hold Landlord harmless from liability for loss or damage to Landlord by any cause whatsoever, and will indemnify and hold Landlord harmless from and against all loss, costs and expenses including reasonable attorneys' fees with respect to any attachment, judgment, lien, charge or encumbrance whatsoever against the Promises made or suffered by Tenant.

Section 4.13. Holdover Tenancy. In the event Tenant remains in possession of the Premises after the expiration of the term of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy with the exception that the holdover monthly rent shall be twice the last monthly rent set forth above.

Section 4.14. Liens. Tenant will not commit or suffer any act of neglect whereby the Premises or any improvement thereon or any interest therein shall at any time during the term of this Lease become subject to any attachment, judgment, lien, charge or encumbrance whatsoever and, subject to Section 8.18 below, will indemnify and hold Landlord harmless from all loss, cost and expenses with respect thereto.

Section 4.15. Pests. Tenant will, at its expense from time to time and at all times during the term of this Lease, cause periodic inspections to be made by qualified persons of the Premises for the purpose of ascertaining and curing infestation thereof by termites, rodents and other pests and shall take all measures as may be required to prevent or cure any damage or destruction by such infestation and to exterminate all termites, rodents and other pests.

Section 4.16. Surrender. At the end of the term of this Lease or other sooner termination of this Lease, Tenant will peaceably surrender to Landlord possession of the Premises, together with all fixtures and improvements thereon, by whomsoever made, with the carpet clean, in substantially the same order and working condition as the Premises and all fixtures and improvements are in at the commencement of the Term of this Lease, except for reasonable wear and tear; provided, however, that (i) any fixtures and improvements added after the commencement

of the Term of this Lease shall be in substantially the same order and working condition as when they were installed; (ii) within ten (10) calendar days after the termination of this Lease, Tenant may remove its trade fixtures, personal property and any improvements made by Tenant during the Term of this Lease, subject to Tenant restoring the Premises to its original condition at the commencement of the Term of this Lease within said ten (10) day period; and (iii) prior to or upon the termination of this Lease, Tenant shall remove from the Premises any equipment or materials used in connection with or contaminated with any Hazardous Materials.

If Tenant does not remove its trade fixtures, personal property and any improvements made by Tenant within said ten (10) day period, Landlord may elect to (i) retain all or a portion of such trade fixtures, personal property and improvements; (ii) dispose of in any manner all or a portion of such trade fixtures, personal property and improvements; or (iii) require Tenant to remove all or a portion of such trade fixtures, personal property and improvements and to restore the Premises to its original condition at the commencement of the term of this Lease within ten (10) calendar days of Tenant's receipt of written notice from Landlord to remove any of such trade fixtures, personal property and improvements and to restore the Premises.

Tenant waives all claims against Landlord for any damage to Tenant or such trade fixtures, personal property and improvements resulting from Landlord's retention or disposal of such trade fixtures, personal property and improvement. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposing of such trade fixtures, personal property and improvements.

If Tenant fails to surrender the Premises to Landlord upon the expiration of the term of this Lease as required by this Section 4.16 or otherwise breaches Section 4.16, Tenant shall, subject to Section 8.18 below, provide indemnity as set forth in Section 4.12.

Section 4.17. Assignment, Subletting and Encumbering.

(a) Restriction on Assignment, Subletting and Encumbering. Tenant shall not sell, assign, mortgage, pledge, encumber, sublet or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the written consent of Landlord first had and obtained (all of the foregoing being hereinafter referred to collectively as a "Prohibited Transfer") which shall not be unreasonably withheld. Landlord's consent to any one Prohibited Transfer shall not be deemed to be consent to any subsequent Prohibited Transfer. Any Prohibited Transfer without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest therein, be transferred or assigned, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord. No assignment, subletting or transfer of Tenant's interest permitted hereunder nor any Prohibited Transfer which is consented to by Landlord shall in any way release Tenant of any liability and responsibility assumed under the terms of this Lease.

(b) Change of Control. Notwithstanding anything in this Lease to the contrary, so long as Tenant is not in default beyond the applicable notice and cure periods, Tenant may, without

Lessor's consent, assign this Lease to any entity that: (1) is controlling, controlled by, or under common control with Tenant (or that has purchased all or substantially all of Tenant's assets), and (2) based upon an objective determination by Landlord and/or Landlord's accounts, possesses a financial net worth equal or greater to the financial net worth possessed by Tenant as of the Effective Date of this Lease.

(c) Consent. Landlord may grant or withhold its consent to any Prohibited Transfer in its sole and absolute discretion, and Landlord may condition any consent upon such conditions as it deems reasonable, including, without limitation, the right to payment of a portion of the proceeds as set forth in subsection (d) below. A change in ownership or control requiring the consent of Landlord shall be treated as a Prohibited Transfer subject to the provisions of this subsection, unless otherwise agreed by Landlord. A waiver by Landlord in any instance of any right provided in this subsection shall not be prejudicial to the exercise by Landlord of that or any other right provided in this subsection in another instance with respect to Tenant or any other tenant in the Building under any other Lease.

(d) Apportionment of Proceeds. It is expressly acknowledged by Tenant that Tenant is leasing the Premises for the uses specifically set forth in Section I(H) and not for purposes of speculating in real estate. Accordingly, in the event of an assignment, sublease, license, concession or other transaction (whether of Tenant's interest under this Lease alone or in connection with a sale of Tenant's business) of all or a portion of the Premises or any interest therein, for which Tenant is to be paid a valuable consideration, Tenant shall, unless otherwise directed in writing by Landlord, which direction shall be in Landlord's sole and absolute discretion, pay to Landlord upon demand, as Additional Rent, the following sums under the circumstances set forth in this subsection. Nothing contained in this subsection shall in any way be construed (1) to obligate Landlord to grant any request for an extension of the Lease Term, or (2) to relieve Tenant of any of its obligations under this Lease:

(1) Assignment or Subletting of Lease. In the event this Lease is assigned sublet, licensed, concession or otherwise part of a transaction by Tenant and said action is consented to by Landlord, at the time of said consent Tenant shall pay to Landlord as a condition precedent to the effectiveness of said consent: a sum in cash equal to the actual direct cost to Tenant of the improvements placed upon the Premises by Tenant during the Lease Term, less the depreciation on such improvements to the date of the proposed assignment based upon a straight-line depreciation of such improvements from the date of completion to the end of the Lease Term. In addition, Landlord may increase the rent to the then-market rental rate for property comparable to the Premises, leased on terms comparable to the terms of this Lease to a tenant under no compulsion to lease and not in possession of the Premises, for the remainder of the term of the lease. The Landlord's determination of the market rental rate shall be as set forth in the next to last paragraph of Section 1.2 of this Lease.

(2) Failure to Make Payments. Failure of Tenant, sublessee, assignee and/or such other person to make any payments to Landlord required under this Section 4.17 shall constitute a default and shall give Landlord all rights and remedies available to Landlord in the event of default as provided in this Lease. All such payments due shall be considered in default if not made within five (5) days of the date on which they are due.

Section 4.18. Air and Other Rights. If applicable, Tenant will not at any time during the term of this Lease sublet, assign, surrender or otherwise transfer any air rights or other rights whatsoever, on, over, under or in respect to the Premises, separate and apart from a permitted sublease of the Premises, other than easements for drains, sewers, water, electricity or other utilities with the approval in writing of Landlord.

Section 4.19. Assignment of Rents. Tenant does hereby assign to Landlord all of Tenant's right, title and interest in and to all present and future subleases and rental agreements and all rents due and to become due thereunder as security for the payment of all sums payable by Tenant to Landlord under this Lease; provided, however, that Tenant shall have the right to collect and retain such rents as they become due and payable until default by Tenant of any term, provision or covenant herein contained and on the part of any term, provision or covenant herein contained and on the part of Tenant to be performed. After any such default by Tenant, Landlord shall apply any amounts collected by it from such sublessees or tenants to the rent, additional rent or any other charges or payments due under this Lease. No collection of rent by Landlord from a sublessee or tenant shall constitute a waiver of any of the provisions of this Section 4.19 or any acceptance of the sublessee or tenant as a tenant of Landlord or a release of Tenant from performance by Tenant of its obligations under this Lease. In the event of the failure of any sublessee or tenant to pay rent to Landlord pursuant to the foregoing assignment after the happening of an event of default, any such rent thereafter collected by Tenant shall be deemed to constitute a trust fund for the benefit of Landlord. In the event, however, that Tenant shall have remedied such event of default, such assignment of subleases and rents shall be deemed to be terminated as to such default and Tenant shall be deemed to be reinstated with all of the rights with respect to such subleases or rental agreements and rents; provided, however, that such termination and reinstatement shall not extinguish this Section 4.19 or be deemed a waiver of Landlord's right to a further assignment of subleases or rental agreements and rents for any other default by Tenant.

Section 4.20. Interruption or Curtailment of Services. The interruption or curtailment of services or utilities to be furnished by Landlord hereunder, if the same results from causes beyond Landlord's reasonable control, shall not constitute constructive eviction and shall not entitle Tenant to the abatement of rent or to any other claims against Landlord; but in the case of such interruption or curtailment, Landlord shall take all reasonable steps to restore the interrupted or curtailed utilities or services.

Section 4.21. Risk of Loss. The storage or presence of all goods, wares, merchandise or other property of Tenant or anyone claiming by, through or under Tenant on the Premises shall be at Tenant's or such other owner's sole risk, and Landlord shall not be responsible for any loss or damage from fire, smoke or water damage, from bursting, overflowing or leaking of water, gas, sewer or steam pipes or from any fixtures, appliances or devices to the same, or from electric wires, fixtures, appliances or devices or from odors or from any cause whatsoever.

Section 4.22. Waste and Nuisance. Tenant will not commit, or suffer to be committed, any waste upon or of the Premises, or any nuisance or other act or omission which disturbs the quiet enjoyment of any other tenant in the Building of which the Premises are a part, and Tenant will immediately abate any nuisance or said other act or omission upon demand of Landlord. Tenant shall not waste or permit the waste of water drawn through fixtures on or about the Premises.

Section 4.23. Signs. Except for Tenant's signs already in place at the Premises, which are hereby approved and accepted by Landlord, Tenant shall not erect, install, paint or inscribe on any exterior door, wall or window, or on any marquee or roof, or affix to the exterior surface of the Building or the Premises, any new signs, lettering or placards or advertising media without the prior written consent of Landlord. In the event that the written consent of Landlord is secured for such new signs, Tenant shall pay all permit and license fees which may be required to be paid for the erection and maintenance of any and all such signs, and provided that such signs shall be legally permitted to be installed. Subject to Section 8.18 below, Tenant shall indemnify and save Landlord harmless from and against any and all losses, damages, claims suits or actions for any damage or injury to persons or property caused by the erection and maintenance of such signs, and insurance coverage for any such sign shall be included in the commercial general insurance policy which Tenant is required to keep in force pursuant to Section 5.2.

Section 4.24. Subordination of Lease; Estoppel Certificate. Tenant agrees that this lease shall be subordinate to any deed of trust, mortgage, or ground Lease that may now exist or may hereafter be placed upon the Premises and to any and all advances to be made thereunder, to the interest thereon, to any costs, fees or attorney fees incurred to enforce any deed of trust, mortgage, or ground lease and to all renewals, replacements and/or extensions thereof. Tenant shall deliver and execute whatever instruments may be reasonably requested or required for the above purposes. If tenant fails to do so within 10 days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as attorney-in-fact and in its name, place and stead to do so. In the event of a sale or assignment of Landlord's interest in the Area or the Building, or in the event of any proceedings brought for the foreclosure of or in the event of exercise of power of sale under any deed of trust or mortgage made by Landlord covering the Premises, Tenant shall acknowledge the transfer and recognize purchaser or assignee as Landlord under this Lease. In the alternative, in the event of breach of this paragraph, Landlord may declare the Lease in default and commence forcible entry and detainer proceedings against the Tenant. Tenant shall be responsible for all attorneys' fees, costs and other fees expended by Landlord because of any breach of this section of the Lease.

Within fifteen (15) days of presentation, Tenant shall execute, acknowledge and deliver to landlord (a) any subordination or non-disturbance agreement or other instrument that Landlord may require to carry out the provisions of this paragraph, (b) any agreement for attornment to a purchaser upon foreclosure provided that such agreement for attornment contains a provision allowing the Tenant to continue with the Lease on the same or more favorable terms after foreclosure, and (c) no more than five (5) business days after receipt of written request for an estoppel certificate, Tenant shall furnish to Landlord or any prospective purchaser or lender, a certificate, duly acknowledged and certifying to the general term, conditions and understandings regarding the Lease. If Tenant fails to execute and deliver a completed certificate as required under this paragraph, Tenant hereby appoints Landlord as its attorney-in-fact to execute and deliver such certificate for and on behalf of Tenant.

Section 4.25. Plumbing Facilities. Tenant will not use, or permit to be used, the plumbing facilities in the Premises, or such facilities located within the Premises or such other area as may be assigned for use by Tenant or its employees, for any purpose other than that for which they are

constructed and shall not throw or place, or permit to be thrown or placed, any foreign substance of any kind therein, and the expense of breakage, stoppage or damage resulting from Tenant's failure to keep this covenant shall be borne by Tenant.

Section 4.26. Nonliability of Landlord. Landlord shall not be liable for any damage either to person or property sustained by Tenant or by other persons due to the Building, or any part thereof, or any appurtenances thereof, becoming out of repair, or due to any act or neglect of any tenant or occupant of said Building, or of any other person. This provision shall apply especially (but not exclusively) to damage caused by water, steam, sewage, illuminating gas, sewer gas, odors or termites or the negligent accumulation of combustible materials, accessories and supplies, and shall apply equally whether such damage is caused by the act or neglect of other tenants, occupants or janitors of said Building, or of any other persons, and whether such damage is caused or occasioned by anything or circumstances above-mentioned or referred to, or by any other thing or circumstance, whether of a like or of a wholly different nature. If any such damage shall be caused by any act or neglect of Tenant, Landlord may, at its option, repair such damage, whether caused to the Building, or to other tenants thereof, and Tenant shall thereupon reimburse Landlord for the total cost of such damage both to the Building and/or to the tenants thereof. Tenant further agrees that all personal property upon the Premises shall be at the sole risk of Tenant and that Landlord shall not be liable for any loss, injury or damage thereto or theft thereof.

ARTICLE V

Insurance

Section 5.1. Public Liability And Other Insurance.

(1) Tenant will procure and maintain during the entire term hereof, without cost to Landlord, and with responsible insurers qualified to do business in Colorado and acceptable to Landlord, the following insurance:

(a) General Liability. A policy of commercial general liability insurance which includes bodily injury, property damage, personal and advertising injury liability coverage and medical expense coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) insuring against all liability of Tenant, its agents and employees, arising out of and in connection with Tenant's use or occupancy of the Premises. Such insurance shall name the Landlord and such additional entities as may be specified by Landlord from time to time, as additional insured parties thereunder, as their interests shall appear;

(b) Pollution Liability. To the extent such coverage is available at a commercially reasonable cost, a policy of pollution liability insurance covering liability for bodily injury, property damage, clean-up and remediation costs and defense costs arising from any and all pollution occurrences on the Premises, such coverage provided under such policies to be triggered by the discovery of pollution on the Premises, or on property adjoining the Premises, if such pollution occurrence emanates from the Premises, or the filing of a third-party claim against Tenant or Landlord for a pollution release emanating from the Premises. Such policy shall provide total limits not less than One Million Dollars (\$1,000,000) per occurrence;

(c) **Worker's Compensation.** Worker's compensation insurance in conformity with the laws of the State of Colorado with statutory limits as required by law for all employees working in or at the Premises;

(d) **Automotive Liability.** Automotive liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence covering all owned, non-owned and hired vehicles used by Tenant in connection with its business at the Premises. Such insurance shall name the Landlord and such additional entities as may be specified by Landlord from time to time, as additional insured parties thereunder, as their interests shall appear.

(e) **Business Interruption.** To the extent not covered by one or more of Tenant's other existing insurance policies, a policy of business interruption insurance insuring that the Monthly Base Rent and Additional Rent will be paid to Landlord for a period of up to six (6) months if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements.

(f) **Plate Glass Insurance.** To the extent not covered by one or more of Tenant's other existing insurance policies, and if applicable, Tenant shall, at all times during the Term and at its sole expense, keep in full force and effect a policy or policies of plate glass insurance. Such insurance shall provide coverage in an amount sufficient to pay for the replacement of, and any or all damage to, exterior plate glass and storefront supports in the Premises.

(2) All insurance required to be provided by Tenant under this Paragraph shall:

(a) By way of way of inclusion in the applicable policy, or by way of endorsement to such policy, provide that inclusion of more than one entity as insured under any such policy shall in no way affect the right of any insured entity thereunder as respects any claim, demand, suit or judgment made or brought by or in favor of any other insured entity so that the policy shall protect each entity in the same manner as though a separate policy had been issued to each entity;

(b) Subject to the terms and conditions of the policy, cover the whole of the Premises, the walkways in front of the Premises and the business operated within the Premises and shall also cover any act or omission of any employee of Tenant and any occurrence involving any employee of Tenant which occurs at any other location at the Building and occurs in the course of such employee's employment with Tenant; and

(c) Insure, to the extent such coverage is available, the performance of Tenant's indemnity agreements under this Lease including, but not limited to, Tenant's contractual liability for the indemnities set forth in Section 5.3.

(3) Tenant shall timely pay the premiums for maintaining all insurance required by this Lease to be procured and maintained by Tenant.

(4) Prior to occupancy of the Premises, Tenant shall deposit with Landlord current certificates of such insurance. At least twenty (20) days prior to the expiration date of any such policy of insurance, Tenant shall deposit with Landlord renewal certificates of insurance. Tenant

will endeavor to give Landlord not less than 30 days' notice prior to cancelling or modifying any policy of insurance. In addition, Tenant must provide immediate notice to Landlord if Tenant receives notice of cancellation or nonrenewal from Tenant's insurer.

(5) Tenant acknowledges that inflation may reduce the effective value of coverage, that terms of insurance contracts or endorsements may be revised, that the types of insurance contemplated herein may become unavailable and that other circumstances may arise which affect, or threaten to affect, the protection to be afforded by the insurance required hereunder. Accordingly, upon the expiration, cancellation or modification of each policy, Tenant shall procure and maintain such other or additional forms and amount of insurance as Landlord reasonably finds sufficient to assure that Landlord and other persons entitled to be named as insured parties hereunder receive protection at least equivalent to that to be provided by the foregoing requirements, or if such protection is not then available, then whatever other available protection Landlord shall designate.

Section 5.2. Fire and Casualty Insurance

Tenant shall, in the event of any damage or destruction affecting the Premises, forthwith replace or fully repair all plate glass, exterior signs, store fronts, trade fixtures, equipment; display cases and other fixtures and property originally installed by Tenant.

Tenant shall, without cost to Landlord, keep the Premises and all improvements, furniture, equipment, fixtures, appurtenances, trade fixtures, goods, wares, merchandise, inventory and all other contents located in the Premises insured throughout the term hereof for the replacement cost thereof against loss or damage by fire, including demolition and debris removal and extended coverage, in a responsible insurance company qualified to do business in Colorado and acceptable to Landlord, and will from time to time deposit promptly with Landlord, current certificates of such insurance. At least twenty (20) days prior to the expiration of any such policy of insurance, Tenant shall deposit with Landlord renewal certificates of insurance. Said policy shall designate Landlord as a property loss payee with respect to the Premises. Tenant must provide immediate notice to Landlord if Tenant receives notice of cancellation or nonrenewal from Tenant's insurer. Upon occurrence of an insured loss, proceeds of such insurance policies received by Tenant shall be applied first to replacement or repair of Tenant's improvements, trade fixtures, equipment and furniture until said improvements, fixtures, equipment and furniture are restored as nearly as may be to their condition prior to the occurrence of the loss, and only then to replacement of Tenant's goods, wares, merchandise, inventory and other contents.

Section 5.3. Insurance and Indemnity

(1) Subject to Section 8.18 below, Tenant shall hold Landlord, its officers, directors, agents, employees and shareholders (collectively, the "Indemnitees") harmless from and indemnify them against any claim or demand by third persons including, but not limited to, Tenant's employees and invitees, for damage, including claims for property damage, personal or bodily injury or wrongful death, arising out of any accident on or about the Premises or arising out of any accident anywhere else at or about the Building if such accident involves any employee of Tenant and occurs in the course of such employee's employment with Tenant), or occasioned by any nuisance made or suffered on the Premises, or by any fire or explosion thereon, or growing out of,

or caused by any failure on the part of Tenant to maintain the Premises in a safe condition or for any act or negligence or omission to act of Tenant, its employees and invitees, whether such act, negligence or omission to act occurs within or without the Premises. The storage on the Premises of all goods, wares, merchandise and other property of Tenant shall be at Tenant's sole risk and without liability on the part of Landlord and the Indemnitees for loss or damage from any cause whatsoever. Tenant shall reimburse Landlord and the Indemnitees for all costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claims. The foregoing obligations of Tenant shall not be diminished or limited in any way because the claim is based in part upon the alleged fault of Landlord or any of the Indemnitees; provided however, that Tenant shall not be obliged to indemnify Landlord or any of the Indemnitees for that part of any loss, cost, injury or damage, including attorneys' fees, suffered by any of them that is solely attributable to the established negligence or willful misconduct of Landlord or any of the Indemnitees unless the same is covered by insurance Tenant is herein required to procure and maintain. Tenant shall indemnify Landlord and the Indemnitees for any loss or damage sustained as a consequence of any failure by Tenant to comply with any of its obligations under this Lease, or as appropriate, to insure such compliance by others.

(2) Subject to Section 8.18 below, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person during the Term of this Lease, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Premises by Tenant or any person thereon or holding under said Tenant, and that Tenant will indemnify and save harmless Landlord from and against all liability whatsoever on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, or any repairs or alterations which Tenant may make upon said Premises, but Tenant shall not be liable for damage or injury occasioned by the willful act or gross neglect of Landlord and its designated agents, servants or employees unless covered by insurance Tenant is required to provide. By way of illustration and not of limitation, Tenant shall be liable to Landlord and other tenants for any and all damages caused by the installation of any plumbing fixtures on Tenant's Premises including toilets, showers, water heaters, etc. This obligation to indemnify shall include all reasonable costs Landlord may incur in connection with any such lien, claim or demand, including reasonable attorneys' fees and investigation costs, from the first notice that any lien, claim or demand is to be made or may be made.

(3) If and to the extent of those risks as to which waiver of the rights of subrogation is permitted by Tenant's insurer, Tenant hereby waives the rights it may have against Landlord on account of any loss or damage occasioned to Tenant or Tenant's property arising from any risk covered by insurance; and Tenant agrees to use Tenant's best efforts to have its insurance company waive any right of subrogation that it may have against Landlord.

(4) Subject to Section 8.18 below, all insurance policies required hereunder shall be for the mutual and joint benefit and protection of Landlord, the Indemnitees, Tenant and any others hereinabove mentioned. To that end, Tenant shall name Landlord as an additional insured under Tenant's general liability insurance policy and shall designate Landlord as a property loss payee under Tenant's property insurance policy(ies). As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

(5) Notwithstanding anything to the contrary contained within this Paragraph, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant.

(6) Tenant agrees to pay to Landlord as Additional Rent forthwith upon demand the amount of any increase in premiums for insurance against loss by fire that may be charged during the Term of this Lease on the amount of insurance maintained in force by Landlord on the Building resulting from Tenant doing any act in or about said Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction thereof, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

(7) Subject to Section 8.18 below, all indemnities and waivers by Tenant in favor of Landlord contained in this Lease shall survive the expiration or termination of this Lease.

ARTICLE VI

Condemnation

Section 6.1. Condemnation. It is mutually agreed that if at any time or times during the term of this Lease any authority having the power of eminent domain shall condemn the Premises or any part or parts thereof, then and in every such case the interest of Tenant in the Premises or such part or parts, as the case may be, shall thereupon cease, and Tenant shall not for reason of such condemnation be entitled to claim or receive any portion of the compensation and damages payable or to be paid by reason of such condemnation. Tenant hereby releases and assigns to Landlord all of Tenant's rights to such compensation and damages. It is understood and agreed, however, that Tenant may claim compensation and damages recoverable by Tenant on its own accord from the condemning authority, provided that the compensation and damages payable to Tenant shall not diminish in any manner the compensation and damages otherwise payable to Landlord.

In the event only a part of the Premises shall be so condemned and taken, the rent herein reserved shall be reduced in the proportion that the area taken bears to the total area of the Premises.

In the event the Premises or any part thereof shall be taken by condemnation for a limited period, this Lease shall not terminate and Tenant shall continue to observe and perform all of the terms and provisions of this Lease as though such condemnation had not occurred. In the event of any such condemnation, Tenant shall be entitled to receive the compensation and damages paid by the condemning authority with respect to the governmental occupancy during the term of this Lease, and in the event the governmental occupancy extends beyond the term of this Lease, the compensation and damages shall be prorated as of the date of termination of this Lease. Tenant covenants and agrees that at the termination of any such limited period prior to the expiration or earlier termination of this Lease, Tenant will, at its sole cost and expense, restore the Premises as nearly as may be reasonably possible to the condition which the same were in prior to such condemnation.

ARTICLE VII

Default

Section 7.1. Events of Default. This demise is on the condition that if Tenant (a) shall fail to pay the rent, additional rent or other charges required by this Lease to be paid by Tenant or any part thereof when the same is due, or (b) shall fail to observe or perform faithfully any of the other covenants or agreements herein contained and on the part of Tenant to be observed and performed and any such default shall continue for a period of five (5) days after written notice of such default, or if such default cannot be corrected within said 5-day period, Tenant shall have not commenced correction and does not diligently proceed with such correction to completion, or (c) shall become bankrupt, or insolvent or shall make an assignment for the benefit of creditors, or file any debtor proceedings, or take any kind of action whatsoever under any provision of the Federal Bankruptcy Code seeking or have any order or decree rendered against Tenant directing any readjustment, arrangement, postponement, composition, or reduction of Tenant's debts, liabilities, or obligations, or (d) shall abandon the Premises or suffer this Lease or any interest hereunder to be taken under any writ of execution, then and in any such event, Landlord may (i) at once enter into and upon the Premises or any part thereof, or (ii) with or without such entry, terminate and cancel this Lease and thereupon take possession of the Premises and thereby become wholly vested with all right, title and interest of Tenant therein. Whether or not Landlord shall so cancel this Lease, Landlord may expel and remove from the Premises, Tenant or those claiming under Tenant and its/their effects, all without service of notice or resort to any legal process and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned thereby and without prejudice to any other remedy or right of action which Landlord may have for such breach or for rent or any other indebtedness owing by Tenant hereunder, whether theretofore or thereafter accruing, or for any other preceding breach of this Lease by Tenant. Whether or not Landlord shall have taken any action above permitted, Landlord may bring an action for forcible entry and detainer in case of such default, and in any such action service of prior notice or demand is hereby expressly waived by Tenant.

7.2. Removal of Property. In the event of resumption of possession of the Premises by Landlord under this Lease, whether by summary possession proceedings or by any other means, Landlord, or any receiver appointed by a court having jurisdiction, may dispossess and remove all persons and property from the Premises, and any property removed by Landlord or such receiver may be stored in any public warehouse or elsewhere at the cost of and for the account of Tenant, and Landlord or such receiver shall not be responsible for the care or safekeeping thereof. Tenant hereby waives any and all claims for loss, destruction and/or damages or injury which may be occasioned in the exercise of reasonable care by any of the aforesaid acts.

7.3. Termination or Reletting. In the event such dispossession or removal shall take place during the term of this Lease, Landlord may either terminate this Lease or recover from Tenant all damages and costs which may have been incurred by Landlord to the date of termination, including the expense of recovering possession of the Premises, or Landlord may from time to time without terminating this Lease, relet for the account of Tenant the Premises or any part thereof for all or any portion of the remainder of the term of this Lease to a tenant or tenants satisfactory to Landlord,

and at such rents as may in the exercise of reasonable efforts be obtained. Landlord shall have the right to put the Premises in good order and condition and to make reasonable alterations and repairs to facilitate such reletting at Tenant's expense.

Section 7.4. Application of Rentals. Landlord shall apply the rents received by Landlord from such reletting to (a) the payment of the expense of recovering possession of the Premises and the re-renting thereof, together with such expenses as Landlord may have incurred in putting the Premises in good order and condition or in making such alterations and repairs; (b) the payment of the rent due hereunder and to the fulfillment of the covenants of Tenant; and (c) the balance, if any, to be paid over to Tenant. Tenant shall remain liable for any deficiency, which deficiency Tenant agrees to pay monthly as the same may accrue.

Section 7.5. Election to Terminate. No such re-entry or taking of possession of the Premises by Landlord, whether pursuant to notice to quit or otherwise, or the giving of such notice to quit, shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice specifically declaring such intention is given by Landlord to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Section 7.6. Waiver of Jury Trial. Tenant waives its right to trial by jury in the enforcement of any remedies by Landlord or in connection with any dispute or litigation between Landlord and Tenant.

ARTICLE VIII

Miscellaneous

Section 8.1. Termination of Lease. Notwithstanding any provision herein to the contrary, Landlord shall have the right to terminate this Lease upon one hundred eighty (180) days' written notice to Tenant in the event Landlord undertakes the demolition, construction or renovation of the improvements on the Property affecting the Premises. Landlord will reimburse Tenant for undepreciated tenant improvements effective day of termination, payable within thirty (30) days of submittal of accountant approved depreciation-amortization schedule.

Section 8.2. Security Deposit. Tenant shall pay to Landlord an additional sum as set forth in Section I(G) of the Specific Conditions which Landlord is to retain without interest to Tenant, as security for the faithful performance by Tenant of all the terms and conditions of this Lease. In no event shall Landlord be obligated to apply the security deposit to Base Rent, Additional Rent or other charges in arrears or to damages for failure to perform the terms and conditions of this Lease by Tenant. Application of all or part of the security deposit to Base Rent, Additional Rent or other charges in arrears or damages shall be at the option of the Landlord, and the right to possession of the Premises by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Tenant when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of Base Rent, Additional Rent or other charges due under this Lease or toward the payment of damages suffered by Landlord by reason of any breach of the terms and conditions of this Lease by Tenant. In no

event is the security deposit to be returned until Tenant has vacated the Premises and delivered possession thereof to Landlord.

In the event Landlord repossesses the Premises because of default of Tenant or because of a failure by Tenant to carry out the terms and conditions of this Lease, Landlord may apply the security deposit to all damages suffered to the date of repossession and may retain the balance of the security deposit to apply to damages that may accrue or be suffered thereafter by reason of the default or breach of Tenant. Landlord shall not be obligated to hold the security deposit in a separate fund, but may mix the security deposit with other funds of Landlord.

Section 8.3. Interest; Late Charge. If Tenant fails to pay any Base Rent, Additional Rent or any other sum of money payable under this Lease when due, Tenant will pay to Landlord interest at the rate of one and one-half percent (1.5%) per month on any such amount from its due date until paid. Tenant acknowledges that the late payment by Tenant of any Base Rent, Additional Rent or any other sum of money payable under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any Base Rent, Additional Rent or other sum is not paid to Landlord when it is due, Tenant shall pay a late charge of ten percent (10%) of the amount due. Tenant and Landlord agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any late payment by Tenant. Tenant further states that it would be difficult to ascertain the actual costs incurred by Landlord by reason of any late payment by Tenant.

Section 8.4. Access. From time to time during the ninety (90) days prior to the expiration of the term of this Lease, Landlord may bring prospective tenants upon the Premises to view the same during normal business hours, or such other hours as shall be mutually agreed by Landlord and Tenant, upon 24 hours' notice to Tenant, provided that Landlord shall take all practicable precautions to ensure that any showings to prospective tenants do not interfere with the Tenant's operations and governmental functions.

Section 8.5. Nonwaiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any other breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such breach at the time of acceptance of such rent.

Section 8.6. Consent of Landlord. Wherever under this Lease provisions are made for the consent of Landlord, such consent shall be in writing unless this requirement shall be expressly waived by Landlord. In any case in which the consent of Landlord to any act is required, such consent shall not be unreasonably withheld except as otherwise specifically provided in this Lease. Tenant shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with any request for Landlord's consent, whether such consent is given or not.

Section 8.7. Assignment, Deed of Trust and Transfer by Landlord. Landlord may at any time assign, grant a deed of trust, mortgage, or otherwise transfer its interest in and to this Lease, or any portion thereof, to any person, and may at any time sell, grant a deed of trust, mortgage or otherwise transfer its interest in and to all or any portion of the Premises to any person, in each case without the consent or approval of Tenant. In the event of any such sale, assignment or other transfer, Tenant shall attorn to the purchaser, assignee or transferee of Landlord from and after the date of notice to Tenant of such sale, assignment or transfer in the same manner and with the same force and effect as though this Lease was made, in the first instance, by and between Tenant and such purchaser, assignee or transferee. In the event of the exercise of a power of sale under or the foreclosure of any deed of trust, mortgage or other encumbrance placed by Landlord against all or any portion of the Premises, Tenant shall upon demand attorn to the purchaser of all or any portion of the Premises.

At the Landlord's request, Tenant agrees to subject and subordinate this Lease to any deed of trust, mortgage or other encumbrance held by an institutional lender or public trustee (under a deed of trust, mortgage or other encumbrance, including a an encumbrance securing the payment of any private or public bonds or other obligations issued by Landlord) which is now or may hereafter be placed by Landlord upon the Building or upon the Property upon which the Building is located, upon condition, however, that such deed of trust, mortgage, or other encumbrance shall contain a covenant binding upon the holder thereof, or, in lieu of a covenant, the holder of such deed of trust, mortgage, or evidence of other encumbrance in either case to the effect that, as long as Tenant shall not be in default under this Lease (i) Tenant will not be evicted (forcible entry and detainer action) from the Premises by reason of any default under such deed of trust, mortgage, or other encumbrance, and (ii) no holder of such deed of trust, mortgage or other encumbrance shall have any greater rights with respect to this Lease or against Tenant than Landlord has under this Lease. For the purposes of this Section 8.7, the term "institutional lender or public trustee" shall mean any insurance, bank, public trustee, savings and loan association, college, university, welfare or retirement fund or any other similar source of long-term funds.

Section 8.8. No Partnership Intended. Landlord and Tenant hereby agree that Landlord in no event and for no purpose is a partner of Tenant in the conduct of any of Tenant's business or other affairs or a joint venturer or member of a joint enterprise with Tenant.

Section 8.9. Notices. Any notice or demand to either party hereto provided for or permitted by this Lease may be given sufficiently for all purposes in writing delivered to such party, mailed or emailed to such party at the addresses set forth above. Any party may designate a different address by giving notice thereof in accordance with this Section. Any notice, demand or request shall be deemed given on the date of actual delivery or two (2) days after the date of mailing, whichever is applicable.

Section 8.10. Costs. In the event of any dispute or litigation between the parties hereto to enforce any provisions of this Lease or any right of either party hereto, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by it.

Section 8.11. Governing Law; Venue. This Lease shall be construed and governed by the laws of the State of Colorado. The venue for any action with respect to this Lease shall be the Larimer County District Court.

Section 8.12. Time of Essence. Time is of the essence of this Lease and all of its provisions.

Section 8.13. Integration and Amendment. This Lease is a complete integration of every agreement and representation made by or on behalf of Landlord and Tenant with respect to the Premises and no implied covenant or prior oral or written agreement shall be held to vary the provisions hereof, any law or custom to the contrary notwithstanding. No amendment or modification of this lease shall be effective unless incorporated in a written instrument executed by Landlord and Tenant.

Section 8.14. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent provided by law.

Section 8.15. Paragraph Headings. The headings or paragraphs herein are for convenience and reference only and in no way define, limit or describe the scope or intent of any provision of this Lease.

Section 8.16. Definitions. It is hereby expressly agreed that the term "Term" wherever it appears herein shall be deemed or taken to include the original term of this Lease and any extension thereof; and that the terms "Landlord" and "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural, and jointly and severally individuals, firms, partnerships or corporations, and their and each of their respective heirs, personal representatives, successors, successors in trust and assigns, according to the context hereof.

Section 8.17. Janitorial service. Landlord, as its sole cost, shall provide in-suite janitorial services for the Tenant and arrange for trash removal and recycling services from the Premises. This Janitorial Service will be provided not less than weekly.

Section 8.18 Indemnification Defenses. It is hereby expressly agreed that wherever this Lease contains a provision requiring the Tenant to indemnify the Landlord, such indemnification agreement shall be limited by and subject to the rights, defenses and limitations upon liability available to the Tenant pursuant to Article XI, Section 1 and/or Article X, Section 20 of the Colorado constitution or pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., and nothing herein shall be construed to waive or limit any such rights or defenses. Additionally, the Tenant shall not be required to defend, indemnify or hold harmless the Landlord for any acts, omissions or negligence of the Landlord, its contractors, or their employees.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

A tract of land being a portion of McClelland Office Park, PUD, according to the plat thereof, located in the NE ¼ of Section 26, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the East line of the NE ¼ of said Section 26 as bearing S00°19'00"W and with all bearings contained herein relative thereto:

Commencing at the NE corner of said Section 26; thence along the East line of the NE ¼ of said Section 26, S00°19'00"W, 1358.49 feet; thence N89°30'00"W, 50.00 feet to the SE corner of Harvard Subdivision First Filing; thence continuing N89°30'00"W, 470 feet; thence S00°19'00"W, 200.00 feet to a point on the North line of said McClelland Office Park, PUD; thence along said North line, S89°30'00"E, 100.00 feet to a point on the East line of said McClelland Office Park, PUD; thence along said East line, S00°19'00"W, 261.31 feet to a point on the South line of said McClelland Office Park, PUD; thence along said South line, N89°43'00"W, 80.00 feet to a point on the East line of said McClelland Office Park, PUD, said point also being the Point of Beginning; thence along said East line, S00°19'00"W, 177.09 feet; thence departing said East line, N89°41'00"W, 256.38 feet to a point on the West line of said McClelland Office Park, PUD; thence N02°02'00"E, 300.79 feet; thence departing said West line, S89°43'00"E, 220.38 feet; thence S00°19'00"W 123.71 feet; thence S89°43'00"E, 27.00 feet to the Point of Beginning.

EXHIBIT "B"

RULES AND REGULATIONS

**2850 McCLELLAND OFFICE BUILDING
RULES AND REGULATIONS**

The following Rules and Regulations are adopted in accordance of Section II, Paragraph B of the Lease.

Definitions In addition to the definitions contained within the Lease and for the purpose of these Rules and Regulations, the following definitions shall apply.

"Occupant" means Tenant, employees, agents, invitees, contractors, vendors, or any combination thereof that shall occupy or make use of a Unit and/or other areas of the Building.

"Manager" means collectively the Landlord under the Lease and management company engaged by the Landlord.

"Building" means the entire structure comprising of all of the interior leased spaces, interior common areas and exterior common areas.

"Unit" means any individual Leased Premises

1. The sidewalks, entries, passages, corridors, stairways and elevators of the Building shall not be obstructed by any Occupant, or used for any purpose other than ingress to and egress from a Unit.
2. All Occupant vehicles shall be parked with the designated parking stalls of the general parking lot. No parking shall be allowed in any area that is considered a path of travel for other vehicles. No Occupant shall park in any parking stall designated as Visitor Parking.
3. Parking in a designated Handicapped space shall be with a valid permit only.
4. No storage (for periods exceeding 24 hours) of vehicles, trailers, recreational vehicles, boats or other equipment on or about the Building parking lot shall be permitted unless agreed upon in writing by Manager.
5. Mail delivery is only as designated by the U.S. Postal Service.

6. Significant moving and/or deliveries of furniture, equipment or supplies will be moved in or out of the Building only during such hours and in such manner as may be prescribed by the Manager and upon no less than forty-eight (48) hours prior notice to Manager. Occupant shall cause its movers to use only the loading facilities designated by Manager. In the event Occupant's movers damage any part of the Common Areas, Occupant shall forthwith pay to Manager the amount required to repair said damage. Occupant shall have its moving company supply the Manager with a Certificate of Insurance, naming the Landlord as additional insured. The minimum limits of liability insurance shall be One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury, property damage and personal injury; and Two Million Dollars (\$2,000,000.00) per location aggregate
7. No safe or articles, the weight of which may in the opinion of Manager constitute a hazard or damage to the Common Areas, Unit, Building or Building's equipment, shall be moved into the Premises. In the event that a structural engineer shall be engaged to verify the placement of any safe or other equipment, the cost to engage such structural engineer shall be the responsibility of the Occupant.
8. No sign, advertisement, posters, art work or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building or Unit unless approved in writing by Manager, provided, however, there shall be no obligation or duty on Manager to allow any sign, advertisement, poster, art work or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building or Unit. No furniture or fixtures shall be placed in front of the Building or in any lobby or corridor, without the prior written discretionary consent of Manager. Manager shall have the right to remove all non-permitted signs and furniture, without notice to Occupant, and at the expense of Occupant.
9. Occupant shall not do or permit anything to be done in the Unit or Building, or bring or keep anything therein which would in any way increase the rate of fire insurance on the Building or on property kept therein, constitute a nuisance or waste, or obstruct or interfere with the rights of other Occupants, or in any way injure or annoy them, or conflict with any rule or ordinances of the Fire Department or of the Department of Health of the City and County where the Building is located.
10. In the event that an Occupant shall employ any established and legitimate janitor company of its choosing for the purpose of cleaning or taking care of the Unit. The janitor company shall show proof of general liability insurance in an amount of no less than \$1,000,000.00, and shall submit a certificate of insurance naming the Land lord as co-insured. Manager shall

be in no way be responsible to Occupant for any loss of property from the Unit, however occurring, or for any damage done to Occupants furniture or equipment by the janitor or any of janitor's staff, or by any other person or persons.

11. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Occupant shall be paid for by Occupant. No person shall waste water by tying back or wedging the faucets or in any other manner.
12. No animals shall be allowed in the Units, Common Elements, or elevators in the Building. No animal shall be tied to, or attached by any other device to the exterior of the Building and left unattended. This rule does not apply to any legitimate animal used to assist a physically-impaired or mentally impaired person in accordance with federal or state law, and including emotional support animals.
13. No bicycles, scooters or related trailers be permitted to obstruct the sidewalks, entrances or corridors of the Building. All bicycles shall be parked outside in designated bike racks. If a bicycle shall parked within a Unit, the bicycle shall not be parked in a manner that will interfere with the ingress or egress of a Unit by any Occupant.
14. Occupants shall not allow anything to be placed on the outside of the Building, nor allow anything to be thrown by Occupant, out of the windows or doors, or down the corridors, elevator shafts, or ventilating ducts or shafts of the Building.
15. No additional lock or locks shall be placed by Occupant on any door in the Building unless written consent of Manager shall first have been obtained. **All locks and keys must conform to the master system of the Building.** Manager will furnish a reasonable number of keys to Occupant upon taking occupancy of a Unit. Occupant shall not have any duplicate keys made. All request for duplicate keys or re-keying of a Unit shall be at the sole cost of the Occupant
16. No window shades, blinds, screens, draperies or other window coverings will be attached to any exterior windows of an Occupants Unit or detached by Occupant without Manager's prior written consent. Occupant agrees to abide by Managers rules with respect to maintaining uniform curtains, draperies and/or linings at all windows and hallways. No awnings shall be placed over any window.
17. If Occupant desires telephonic, cable, internet or other electric

connections, Manager will direct the Occupant's electrician/IT vendor as to where and how the wires may be introduced to the Unit. No boring or cutting for wires will be permitted without the written approval of the Manager, in the Manager's sole discretion. Any such installation and connection shall be made at Occupants expense.

18. Except as permitted by Landlord, Occupants shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Common Elements of the Building, and any defacement, damage or injury caused by Occupant, shall be paid for by Occupant.
19. Occupant shall not obstruct or interfere with the rights of other Occupants of the Building, or of persons having business in the Building, or in any way injure or annoy such Occupants or persons.
20. Occupant shall not commit any act or permit anything in or about the Building which shall or might subject Manager or other Occupants to any liability or responsibility for injury to any person or property by reason of any business or operation being carried on in or about the Building for any reason.
21. Occupant shall not use the Building for lodging, sleeping, cooking or for any immoral or illegal purpose or for any purpose that will damage the Building, or the reputation thereof. No occupant shall cook on any open burner device; microwave and coffee makers excepted.
22. Canvassing, soliciting, and peddling in the Building is prohibited, and Occupant shall cooperate to prevent such activities.
23. Occupant shall not use the Unit or Building for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Occupants general purposes. Occupant shall not occupy the Unit or permit any portion of the Building to be occupied for the manufacture or direct sale of liquor, narcotics, or tobacco in any form. Occupant shall not conduct in or about the Building any auction, public or private, without the prior written approval of Manager.
24. Occupant shall not use in the Building any machines, other than the standard machines found in a general office use such as computers, typewriters, calculators, copy machines and similar machines, without the express prior written consent of Landlord. All equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent

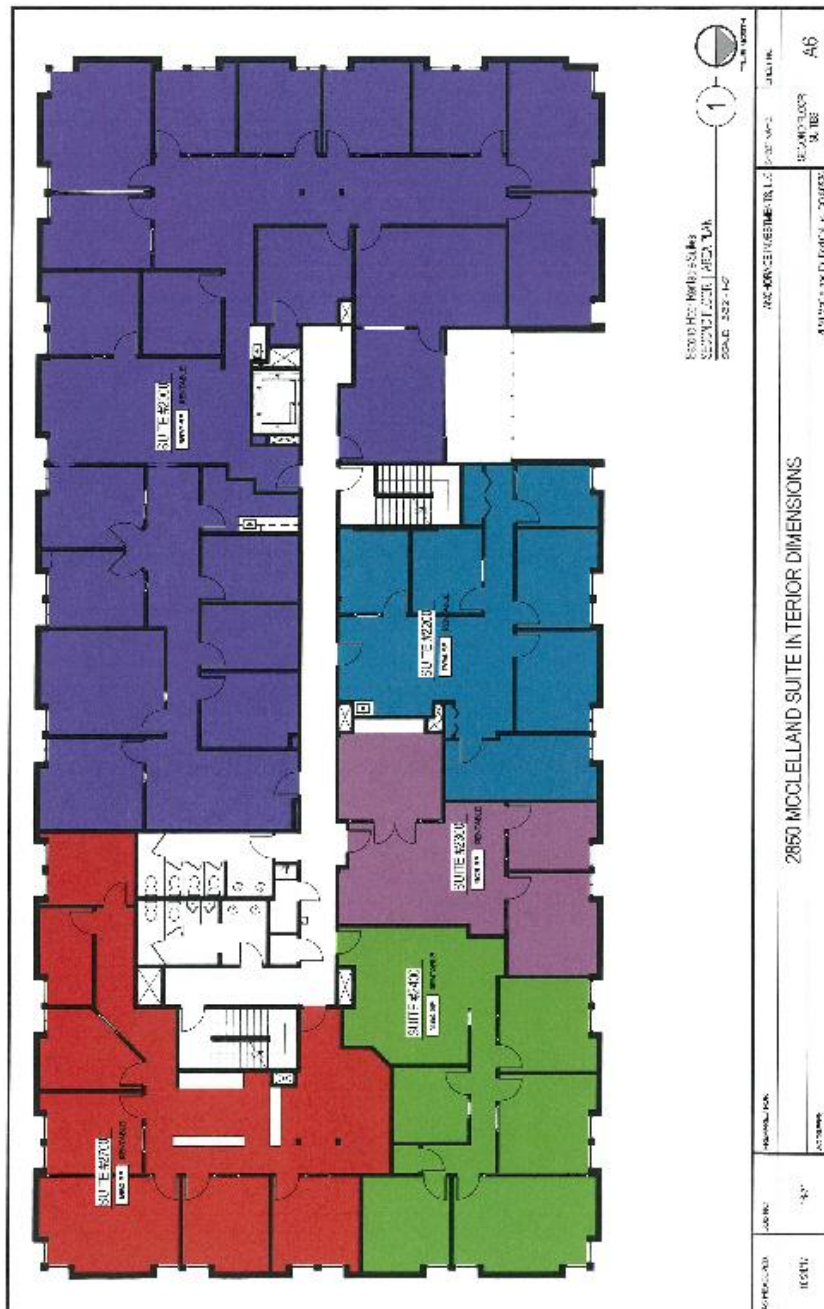
any vibration, noise or annoyance. Tenant shall not cause improper noises, vibrations, or odors within the Building.

25. Occupant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building except in the refuse containers provided therefore.
26. Occupant shall use the Common areas only as a means of ingress and egress, and Occupant shall permit no loitering by any person upon Common Areas or elsewhere in the Building. The Common Areas and roof of the Building are not for the use of the general public, and Manager shall, in all cases, retain the right to control or prevent access thereto by all persons whose presence in the judgment of Manager, shall be prejudicial to the safety, character, reputation or interests of the Building and its occupants. Occupant shall not enter the mechanical rooms, air conditions rooms, electrical closets, or similar areas or go upon the roof of the Building without the express prior written consent of Manager.
27. Manager reserves the right to exclude or expel from the Building any person, who, in the judgment of Manager, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Building.
28. Occupant shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Occupants shall not deposit any sweepings, rubbish, rags or other improper substances therein. Occupants shall not waste water by interfering or tampering with faucets or otherwise. If Occupant or it's employees, contractors, jobbers, agents, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Occupants expense and Manager shall not be responsible therefore.
29. Subject to applicable fire or other safety regulations, all doors opening into Common Area and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress and egress. If Occupant uses the Premises after regular business hours or on non-business days, Occupant shall lock any entrance doors to the Building or to the Premises used by Occupant immediately after using such doors.
30. Occupant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the presence, storage, use, maintenance and removal of toxic, hazardous or

contaminated substances (collectively, "hazardous material") in, on or about the Premises, which presence, storage, use, maintenance or removal is construed to mean that Landlord has given or will give its consent to Occupant's storing, using, maintaining or removing hazardous materials in, or about the Premises.

31. Occupant shall not permit its employees or agents to smoke in any lobby, hallway or restroom with the Building Complex or in any other areas of the Building Complex posted as a non-smoking area. Occupant shall comply with all local municipal ordinances regarding smoking on or about the exterior of the Building.
32. Prior to any Occupant performing any construction or alterations to the Unit, Occupant must first submit architectural plans to the Manager for approval. Occupant is allowed to use the contractor of their choosing for performing any construction or alterations. Contact Manager for additional rules and regulations for construction within the building.
33. No Occupant shall disturb the occupants of this or adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by the making of loud or improper noises, either vocally or by any other means.
34. No Occupant shall cause any obnoxious odors that shall disturb the occupants of this, or adjoining buildings.

PROPERTY OUTLINE



Poudre School District
Board of Education Meeting Coversheet

Agenda Item: 2020-2021 SY Draft Calendar
(First Reading)

Summary: The draft calendar for the 2020-2021 school year is being presented to the Board for first reading. The draft calendar is the result of a culmination of several year's work to include ongoing feedback from stakeholders, including parents and staff. Those changes reflected in the draft include:

- Align days across all levels, Only two days differ in this calendar. The 6th and 9th grade transition day on August 14 and the the extra conference day for elementary on October 15.
- Place more building use time and work days for staff throughout the calendar instead of all up front. These will appear as B/W days in the calendar.

The 2020-2021 school year calendar will be brought to the Board for consideration of approval on August 27, 2019.

Type of Communication: Other

Background: The PSD calendar committee began its work in May 2019 with a review of the changes to the Employee Agreement (EA) that would dictate changes in future calendars beginning in the fall of 2020. The committee began with a draft calendar they had worked on as a committee in the fall of 2018. The calendar was tweaked to reflect EA changes and posted on the PSD calendar webpage for feedback from stakeholders. In August, feedback that was received over the summer was discussed with the committee and a formal recommendation to move forward with the draft you have been presented was made.

Members of the calendar committee include:

Brett Larsen - Principal (secondary) (Co-chair)
Melanie Mierzwa - Principal (elementary) (Co-chair)
Tom List - PEA President
Carlos Meikel - PSD Teacher
Natasha Michaud - PSD Application Support
Jim Venable - PSD Bus Driver
Stephen Clarke - Parent, DAB
Casey Miller - Parent
Jessica Warren - Parent

Vicki Thompson, Todd Lambert, and Scott Nielsen have been included in the work of the committee including seeing drafts and committee communication.

This year, several employee groups solicited feedback about the posted draft calendars. Feedback from stakeholders was reviewed by the calendar committee. Feedback was collected from community members, parents and teachers as well as from elementary and secondary and central office administrators. The collection of feedback should not be considered extensive, but rather, the committee sought feedback through various means, including presentation to groups, small web-based surveys to employees, and in one-to-one situations.

Time was spent on increasing information on the PSD calendar webpage to help community members who did not give direct feedback better understand the process and decision-making that takes place in the creation of a school year calendar.

Additionally, topics discussed by the calendar committee include:

- aligned days off for all levels
- regular work days for staff placed in the calendar instead of all up front
- week-long Thanksgiving break
- starting with a clean slate and throwing out all traditional accommodations made in the calendar
- semester end date after winter break
- when to begin winter break
- hot temperatures in the fall
- unequal length semesters
- spring break timing
- state assessment and AP/IB assessment windows
- starting after Labor Day
- creative calendaring vs. predictability for families
- using templates to create the calendar
- employee agreement concerns
- work day (non-student contact days) placement in calendar
- common days off for families with kids at different school levels
- highest absence days across PSD
- common days off as it relates to transportation
- 6th/9th grade transition days and placement
- Early Childhood program conflicts/needs
- work days (non-student contact days) for all staff
- conference/exchange day usage and placement

The committee has adhered to statutory requirements for fully funded students as well as the PSD Employee Agreement and contract language. The calendar represented meets these criteria and was approved by the committee.

Earlier Adoption in the Future:

-
The committee will be seeking feedback through various avenues this fall, including but not limited to school SACs, DAB, Principal Advisory Council, and employee groups. A review of the calendar page on the website shows different calendars through the 2024-2025 school year.

Beginning in the spring of 2020, the calendar committee will be recommending drafts for adoption by the Board in May. Early adoption of calendars allows for a calendar to be in place for over a full year in advance for planning purposes.

ATTACHMENTS:

File Name	Description	Type
2020-21_Calendar_Draft.pdf	2020-2021 Draft Calendar	Exhibit

Poudre School District 2020-21 K-12 Student Calendar - DRAFT

2020

AUGUST						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	B/W	B/W	T	15
16	★	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	SB	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	B/W	26
27	28	29	30			

OCTOBER						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	E	K12	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2021

NOVEMBER						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	B/W	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	SB	SB	SB	28
29	30					

DECEMBER						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	SB	SB	SB	SB	SB	26
27	SB	SB	SB	SB		

JANUARY						
S	M	T	W	TH	F	S
					SB	2
3	W	5	6	7	8	9
10	11	12	13	14	15	16
17	SB	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	B/W	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	SB	SB	SB	SB	SB	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	K12	17
18	B/W	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	W	18	19	20	21	22
23	24	25	26	★	28	29
30	31					

JUNE						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**PreK and Integrated Services Transition Programs may have different calendars. Check with the applicable department for details.

	Transition Day (6th and 9th grade only)
	Student Days
	School not in session - staff on duty
K12	School not in session - staff exchange day
E	Elementary Schools not in session - staff exchange day
★	First and Last Day for all Students
SB	School Break - School not in session
	Holiday - PSD Closed

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Long Range Planning and Construction Update

Summary: Staff will provide an update on the implementation of the 2016 bond program. This update will include information on the design of the new middle school/high school buildings at the Prospect Site and in Wellington, the athletics complex, the new southeast elementary school, the addition at Zach Elementary School, and the new transportation facility to be constructed on the JSSC complex. Additionally, the Board will be updated on the district's progress on ongoing facilities improvements in existing buildings also approved in the 2016 bond. Staff will also discuss the Futures Lab program in anticipation of its launch for the 2019-2020 school year, including a summary of construction projects completed using 2010 bond and 2016 bond dollar during the summer of 2019.

Type of Communication: Other

ATTACHMENTS:

File Name	Description	Type
2010___2016_Bond_Projects_Completed_Summer_2019.pdf	2010 & 2016 Bond Projects Completed Summer 2019	Cover Memo



2010 and 2016 Bond Projects Summer 2019 Completion Summary

During the summer of 2019, PSD's Construction Services completed numerous projects included in the 2010 and 2016 bonds. In total, approximately \$4.7 million in work was completed. Please see the table below for more detailed information about the projects completed this summer.

School/Site	Project	Funding Source
Bacon ES	<ul style="list-style-type: none">• Resealing windows• Installation of new bookshelves in the media center	2016 Bond
Bauder ES	<ul style="list-style-type: none">• Installation of 20 new white boards and movement of some existing boards within the school	2016 Bond
Blevins MS	<ul style="list-style-type: none">• New furniture in art and flex rooms	2016 Bond
Boltz MS	<ul style="list-style-type: none">• New furniture and new flooring in office, staff lounge, health rooms	2016 Bond
Cache la Poudre ES	<ul style="list-style-type: none">• New furniture in PK-5 grades• Asphalt play-pad repairs/replacements	2016 Bond
Cache la Poudre MS	<ul style="list-style-type: none">• Parking lot repairs/replacements	2010 Bond
Centennial HS	<ul style="list-style-type: none">• New furniture installed in classrooms	2016 Bond
Eyestone ES	<ul style="list-style-type: none">• New furniture in multiple classrooms, media center, and staff lounge• Painted and remodeled the computer lab	2016 Bond
Fort Collins HS	<ul style="list-style-type: none">• New classroom furniture	2016 Bond
Fossil Ridge HS	<ul style="list-style-type: none">• Roof capstone repair• Turf replacement	2016 Bond
Johnson ES	<ul style="list-style-type: none">• New media center, staff lounge, and classroom furniture	2016 Bond
Kruse ES	<ul style="list-style-type: none">• New ADA curb cut	2016 Bond
Laurel ES	<ul style="list-style-type: none">• New ceramic tile flooring in four bathrooms	2016 Bond
Lincoln MS	<ul style="list-style-type: none">• Renovated computer lab with new carpet, paint, electrical, and furniture• Driveway and parking lot replacement	2016 Bond, 2010 Bond
Linton ES	<ul style="list-style-type: none">• New ADA curb cut	2016 Bond
Lopez ES	<ul style="list-style-type: none">• New classroom furniture	2016 Bond
McGraw	<ul style="list-style-type: none">• New ADA curb cut	2016 Bond
O'Dea	<ul style="list-style-type: none">• New furniture in Media Center	2016 Bond
PCA	<ul style="list-style-type: none">• Parking lot replacement	2010 Bond
PGA	<ul style="list-style-type: none">• Gymnasium divider	2016 Bond
Poudre HS	<ul style="list-style-type: none">• New furniture in 55 classrooms	2016 Bond



**2010 and 2016 Bond Projects
Summer 2019 Completion Summary**

Polaris	<ul style="list-style-type: none">• New classroom furniture• Paving	2016 Bond, 2010 Bond
Putnam ES	<ul style="list-style-type: none">• New classroom furniture• Parking lot replacement	2016 Bond, 2010 Bond
Rice ES	<ul style="list-style-type: none">• Replaced all light fixture covers with open grates	2016 Bond
Rocky Mountain HS	<ul style="list-style-type: none">• Installed new workstations in the front office• Installed new teacher workstations• Installed commons area tables and tables in room 528• Front entry plaza concrete replacement and ADA upgrades	2016 Bond
Shepardson ES	<ul style="list-style-type: none">• Installed new media center furniture	2016 Bond
Timnath ES	<ul style="list-style-type: none">• Installed new media center (carpet, paint, lighting, blinds) and school furniture	2016 Bond
Traut ES	<ul style="list-style-type: none">• New ADA curb cut	2016 Bond
Webber MS	<ul style="list-style-type: none">• Installed new lunchroom and classroom furniture	2016 Bond

Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Discussion on Possible Ballot Issue

Summary: Staff will lead a discussion on a possible ballot issue for the November 2019 election.

ATTACHMENTS:

File Name	Description	Type
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Poudre School District
Board of Education Meeting Coversheet

Agenda Item: Monitoring/Policy Review: EL 2.5, Emergency Superintendent and Executive Succession

Summary: Each year, the Board reviews its policies. This is a review of Executive Limitations policy 2.5. The purpose of this review is to ensure that Board members have an opportunity to discuss elements of policies and consider changes due to circumstances. Additionally, Board policy BSR 4.4, Monitoring District/Superintendent Performance, provides for monitoring of the Board's District Ends and Executive Limitations policies to determine the degree to which the Board's policies are being met. In every case, the standard for compliance shall be a reasonable interpretation of the Board policy being monitored. Internal monitoring report of the policy EL 2.5, Emergency Superintendent Succession, is being presented to the Board in conjunction with the review of the policy.

Type of Communication: Monitoring

Type of Action Requested: Monitoring

Recommendation: The Superintendent recommends that the Board adopt motion #1, #2, #3 or #4 below:

1. I move that the Board determine that the Superintendent has reasonably interpreted Board of Education Policy EL 2.5 in her Internal Monitoring Report dated August 13, 2019, and that the evidence presented supports the Superintendent's conclusions stated in the Internal Monitoring Report.
2. I move that the Board determine that the Superintendent has not reasonably interpreted Board of Education Policy EL 2.5 in her Internal Monitoring Report dated August 13, 2019 because _____, but that the evidence presented supports the Superintendent's conclusions stated in the Internal Monitoring Report based on her interpretation of Policy EL 2.5.
3. I move that the Board determine that the Superintendent has reasonably interpreted Board of Education Policy EL 2.5 in her Internal Monitoring Report dated August 13, 2019, but that the evidence presented does not support the Superintendent's conclusions stated in the Internal Monitoring Report because _____.

4. I move that the Board determine that the Superintendent has not reasonably interpreted Board of Education Policy EL 2.5 in her Internal Monitoring Report dated August 13, 2019 because _____, and that the evidence presented does not support the Superintendent's conclusions stated in the Internal Monitoring Report based on her interpretation of Policy EL 2.5 because _____.

ATTACHMENTS:

File Name	Description	Type
Policy_EL_2.5_2006.pdf	Policy EL 2.5	Exhibit
IMR_EL_2.5_Aug_2019.pdf	IMR EL 2.5 Aug 13 2019	Exhibit



**Poudre School District
Board of Education Policies**

Policy Type: **Executive Limitation**

Policy No.: **EL 2.5**

Policy Title: **Emergency Superintendent and Executive Succession**

Policy Date: Adopted September 11, 2006

Monitoring: Frequency—Annual (September)

The Superintendent shall not fail to protect the District from loss of its Superintendent or other key staff.

Among other things, the Superintendent shall not:

1. Have fewer than two other administrators who are sufficiently familiar with Board and Superintendent issues and processes, including all Board policies, to enable any one of them to take over with reasonable proficiency as interim superintendent.
2. For each key executive, fail to have others familiar with the issues and processes of that executive.

Internal Monitoring Report
August 13, 2019

Policy Title: Emergency Superintendent and Executive Succession
Policy Type: Executive Limitation
Policy No.: EL 2.5
Period Monitored: August 2018 – July 2019

This report monitors the Board of Education's Executive Limitations Policy.

The Superintendent shall not fail to protect the District from loss of its Superintendent or other key staff.

Among other things, the Superintendent shall not:

- 1. Have fewer than two other administrators who are sufficiently familiar with Board and Superintendent issues and processes, including all Board policies, to enable any one of them to take over with reasonable proficiency as interim superintendent.*
- 2. For each key executive, fail to have others familiar with the issues and processes of that executive.*

This report is presented in accordance with the Board's monitoring schedule. I certify that the information is true and complete.

Sandra Smyser, Ph.D.
Superintendent of Schools

August 13, 2019

Executive Summary

This report monitors Executive Limitation 2.5, Emergency Superintendent and Executive Succession policy language as it deals with how district policies prevent organizational circumstances or actions that are considered unsafe, untimely, undignified or unnecessarily intrusive/restrictive.

The evidence included in this monitoring report indicates that:

- The assistant superintendents are prepared to appropriately succeed the superintendent in case of the superintendent's incapacity to lead the district.
- The assistant superintendents and other key staff have one or more of their staff members prepared to succeed them if necessary.

Policy Wording:

The superintendent shall not fail to protect the district from loss of its superintendent or other key staff.

Interpretation:

The district interprets *loss of its superintendent* to mean circumstances that would incapacitate the superintendent either permanently or for a period greater than 15 days.

The district interprets *other key staff* to mean members of the superintendent's cabinet.

Policy Wording:

Among other things, the Superintendent shall not:

1. *Have fewer than two other administrators who are sufficiently familiar with Board and Superintendent issues and processes, including all Board policies, to enable any one of them to take over with reasonable proficiency as interim superintendent.*

Interpretation:

The district interprets *sufficiently familiar* to mean to have a level of understanding that enables that person to have enough background knowledge concerning the issues and processes so that transactions and decisions can continue to be made in the superintendent's absence.

The district interprets *reasonable proficiency* to mean that the successor can fulfill the roles and responsibilities of the superintendent with an acceptable level of competence so that affairs can continue to be resolved and leadership continued.

The district interprets *interim superintendent* to mean the person who, through Board appointment, temporarily assumes the roles and responsibilities of the superintendent's office for a period of time not to exceed one year.

Evidence:

Due to their backgrounds and experience as school and central office leaders the superintendent continues to support the assistant superintendents to serve in a role as an emergency superintendent. The Board of Education could select one of these assistant superintendents to serve as interim superintendent should an emergency

succession occur.

In addition to attendance at all Board meetings, including executive sessions when appropriate, the assistant superintendents engage in teamwork, professional development and discussion of issues that impact Board work. The superintendent conducts regular meetings with each assistant superintendent so they are acquainted with district issues and concerns.

Based on this evidence the district has met the expectation to ensure appropriate emergency succession for the superintendent.

Policy Wording:

Among other things, the Superintendent shall not:

2. *For each key executive, fail to have others familiar with the issues and processes of that executive.*

Interpretation:

The district interprets this limitation to mean that each key executive, which includes direct reports of the superintendent, will ensure that members of their respective departments have a working knowledge of the key roles and responsibilities of that direct report.

Evidence:

Each key executive has determined one to two staff members that possess the experience and expertise necessary to replace these staff members on a temporary basis. Each direct report is responsible for ongoing communication about important issues pertaining to the effective functioning of his/her division through periodic communication with these staff members. This communication occurs in a variety of ways including regular staff meetings as well as ad hoc meetings for the purpose of updating the staff members on important issues.

Based on this evidence the district meets the expectations described in executive limitation 2.5 (2).