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### **Mission Statement**

To prepare students, in a safe and caring environment, to be successful, competent and productive citizens in a global society.

**AGENDA**  
**REGULAR BOARD OF EDUCATION MEETING**  
**February 12, 2015**  
**6:30 p.m.**  
**Education Services Center – Board Room**

**Fantastic 49 - 6:00 p.m.**

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>● Renaissance Committee - Horizon Middle School</li><li>● Caleb Gilbert - Vista Ridge High School</li></ul> | <ul style="list-style-type: none"><li>● PTA Reflections</li></ul> |
|---|---|

**6:30 p.m.**

**1.00 Call to Order and Roll Call**

**2.00 Welcome and Pledge of Allegiance**

**3.00 Approval of Agenda**

**4.00 Consent Agenda**

- 4.01 Approval of Matters Relating to Administrative and Professional/Technical Personnel
- 4.02 Approval of Matters Relating to Licensed Personnel
- 4.03 Approval of Matters Relating to Educational Support Personnel
- 4.04 Approval of Matters Relating to Zone Leaders
- 4.05 Approval of Matters Relating to Central Office Administrative Personnel
- 4.06 Approval of Matters Relating to Building Administrative Personnel
- 4.07 Approval of Minutes of Regular Board of Education Meeting 1/8/2015 and Special Board of Education Meeting 1/28/15

**5.00 Board Update**

- 5.01 Chief Officer Update

**6.00 Open Forum (3 minute time limit for each speaker)**

**7.00 Action Items**

- 7.01 Charter Applicant Withdrawal – Trail Ridge Academy
- 7.02 Action on Personnel Policies
  - 7.02a GBC, FMLA Eligible Staff Leaves and Absences
  - 7.02b GBC-R, FMLA Eligible Staff Leaves and Absences
  - 7.02c GBCA, Non FMLA Eligible Staff Leaves and Absences
  - 7.02d GBCA-R, Non FMLA Eligible Staff Leaves and Absences
  - 7.02e GBGG, Staff Sick Leave
  - 7.02f GBGI, Staff Leaves and Absences
- 7.03 Action on New Courses at Sand Creek High School

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- 7.04 Action on Revised Job Description, Small Engine Equipment Repair Mechanic
- 7.05 Action on Policy FF, Naming of Buildings
- 7.06 Approval of Matters Relating to Chief Officers
- 7.07 Items Removed from Consent Agenda

**8.00 Information Items**

- 8.01 Student Field Trips
- 8.02 Expulsion/Suspension Information

**9.00 Discussions Items**

- 9.01 Post-Election Report (30 minutes)

**10.00 Other Business**

**11.00 Adjournment**

DATE OF POSTING: February 5, 2015

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Donna Richer  
Executive Assistant to the Board of Education



**BOARD OF EDUCATION AGENDA ITEM 4.01**

<b>SPECIAL BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Administrative and/or Professional-Technical Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best</u> <u>district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Jay Bay, Chief Operations Officer  
Paul Andersen, Personnel Director

**DATE:** January 30, 2015



**BOARD OF EDUCATION AGENDA ITEM 4.02**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Licensed Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

**DATE:** January 30, 2015

## BOARD OF EDUCATION AGENDA ITEM 4.03

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Lisa Hines, Educational Support Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Educational Support Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The hiring and transfer actions on attached roster are to meet Board of Education objectives in student achievement. Retirement and resignations, if any, are including in this roster.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Jack Bay, Chief Operations Officer;  
Paul Andersen, Director of Human Resources

**DATE:** February 2, 2015



**BOARD OF EDUCATION AGENDA ITEM 4.04**

<b>SPECIAL BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Continuing Zone Leader/Zone Superintendents
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

**DATE:** January 30, 2015



**BOARD OF EDUCATION AGENDA ITEM 4.05**

<b>SPECIAL BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Continuing Central Office Administrative Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

**DATE:** January 30, 2015



**BOARD OF EDUCATION AGENDA ITEM 4.06**

<b>SPECIAL BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Continuing Building Administrative Personnel
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent - Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer;  
Brett Ridgway, Chief Business Officer; Paul Andersen, Personnel Director

**DATE:** January 30, 2015



## **BOARD OF EDUCATION AGENDA ITEM 4.07**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Donna Richer, Executive Assistant
<b>TITLE OF AGENDA ITEM:</b>	Approval of Minutes of Regular Board Meeting on 1/8/2015 and Special Board of Education Meeting 1/28/15
<b>ACTION/INFORMATION/DISCUSSION:</b>	Consent Agenda

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Board approval required prior to posting minutes.

**RATIONALE:** Board of Education shall review minutes of meetings to ensure accuracy.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Minutes of the meetings will be posted on the district website after approval.

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<b><u>Major impact</u></b>
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the consent agenda.

**APPROVED BY:** Marie LaVere-Wright, Board Secretary

**DATE:** February 4, 2015



## **BOARD OF EDUCATION AGENDA ITEM 7.01**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Brad Miller, Legal Counsel
<b>TITLE OF AGENDA ITEM:</b>	Trail Ridge Academy, Withdrawal of Charter Application
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** In spring, 2014, Trail Ridge Academy (TRA) submitted a charter school application in accordance with the district's deadline. District and statutory processes were followed in accordance with this application. However, in a letter dated December 16, 2014, the founding committee of TRA asked to withdraw its charter application and contract request with Falcon School District 49. The action proposed herein is for the Board of Education to approve the withdrawal of the charter.

**RATIONALE:** Under Colorado law, a charter applicant may unilaterally withdraw its application. Under such circumstances, the Authorizer (here, Falcon School District 49) has no obligation to hold the charter approval open and may require a new application (or a streamlined process) before approval, all of which are subject to the statutory timelines and District policies.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Approval of the proposed action will terminate the charter application and contract for Trail Ridge Academy.

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	<b><u>District 49's responsible approach to charter schools ensures that all new schools are high-quality.</u></b>
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the withdrawal of the charter application by Trail Ridge Academy.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** February 4, 2015

## **BOARD OF EDUCATION AGENDA ITEM 7.02**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Paul Andersen, Director of Human Resources
<b>TITLE OF AGENDA ITEM:</b>	Revisions to Personnel Policies
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** Human Resources performs ongoing reviews of Board personnel policies to ensure compliance with current laws and regulations and to ensure Board policies align with practices that best serve the District. The Administration submits for Board consideration the following changes to policies related to leaves of absence and paid leave:

**Revisions to Existing Policies and Associated Regulations:**

- GBC, FMLA Eligible Staff Leaves and Absences
- GBC-R, FMLA Eligible Staff Leaves and Absences
- GBCA, Non FMLA Eligible Staff Leaves and Absences
- GBCA-R, Non FMLA Eligible Staff Leaves and Absences
- GBGG, Staff Sick Leave
- GBGI, Staff Leaves and Absences

**RATIONALE:** Board policies are routinely reviewed to ensure that they are current and reflect both applicable federal and/or state regulations as well the needs of the district.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By reviewing and ultimately approving these policy changes, the Board is helping to ensure that the district has current and relevant leave policies in place that reflect the requirements of the law as well as the needs of the district.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Updating and improving leave policies are directly linked to Rock #3. Clear and up to date leave policies are essential for supporting our staff.
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** After discussion at the January 28th work session, I move to approve revisions to policies listed in item 7.02, including additional changes made to policy GBC, as recommended by the Administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** February 3, 2015



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>FMLA Eligible Staff Leaves and Absences</b>
Designation	<b>GBC</b>
Office/Custodian	<b>Education/Director of Human Resources</b>

The Board of Education shall provide a plan for leaves and absences designed to help members of the staff maintain their physical health, take care of family and other personal emergencies, and fulfill mandatory military orders.

Such leaves and absences shall be granted in accordance with the law and the Board policies pertaining to specific types of leaves. **A completed leave of absence form (GBC-E) may be required for leaves less than five (5) consecutive work days in duration, but in all cases will be required for leaves of five (5) or more days in duration.**

### **~~Federally mandated family leave~~**

The **leave provisions in this policy** shall apply to all Family and Medical Leaves Act (FMLA) ~~of a~~ Absences and provide eligible employees with up to a total of twelve (12) work weeks of leave in a twelve (12) month period. ~~Federally-Mandated Family and medical Leave~~ is administered concurrently with any paid leave ~~or vacation~~ covered under other Board Policies for any part of the twelve (12) weeks of leave to which the employee is entitled. An employee who qualifies for **any type of paid leave** ~~or vacation under another policy~~ shall take the paid leave ~~or vacation~~ concurrently.

To be eligible for leave under this policy, an employee shall have been employed for at least twelve (12) months and shall have worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave. A full-time classroom teacher shall be deemed to be eligible for family **and medical** leave. An eligible employee shall be entitled to a combined total of twelve (12) weeks' leave in a twelve (12) month period under particular circumstances that are critical to the life of **the employee or qualifying family member**.

Leave may be taken upon the birth and for the first-year care of the employee's child; upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child within one year of placement; when the employee is needed to care for a child, spouse, or parent who has a serious health condition; when the employee is unable to perform the functions of his/her position because of a serious health condition; any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"; or twenty-six workweeks of leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness **incurred or aggravated in the line of duty on active duty** if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.;

Entitlement for childcare leave shall end after the child reaches age one (1) or twelve (12) months after adoption or foster placement. Leave to care for a child shall include leave for a step-parent or person *in loco parentis*.

**~~In this instance of birth, placement or adoption of a child and where both parents are employed by the District, leave will be limited to a combined total of twelve (12) weeks leave during the first year of birth, placement or adoption.~~**

If medically necessary for a serious health condition of the employee or the employee's spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule subject to certain conditions which pertain to instructional employees. The District may require the employee to transfer temporarily to an alternative position, which better accommodates recurring periods of absence or a part-time schedule provided that the position has equivalent pay and benefits.

The District shall maintain coverage under any group health insurance plan for any employee who is granted an approved FMLA leave of absence under this policy for the duration of the leave (up to twelve (12) weeks). Such coverage shall be maintained at the same level and under the same conditions as coverage that would have been provided if the employee was not on leave. If the employee is eligible to request a leave extension and needs to take leave time in excess of the twelve (12) weeks of FMLA leave, all insurance benefits will terminate at the end of the twelve (12) week FMLA leave period. The employee will be given the right to continue their insurance coverage, at their cost, under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If the employee returns to their position, they will be eligible to re-enroll in the District health plan at that time. The District reserves the right to seek reimbursement for this benefit at the time it is given, as allowed by law.

Reinstatement shall be determined in accordance with any applicable Board policies. If the employee on leave is a salaried employee and is among the highest paid 10 percent of District employees and keeping the job open for the employee would result in substantial economic injury to the District, the employee may be denied reinstatement provided the District notifies the employee of its intent to deny reinstatement at the time economic hardship occurs and the employee elects not to return to work after receiving the notice.

- Adopted: June 17, 2009
- Revised: June 27, 2012
- Revised: May 9, 2013
- **Revised: February 12, 2015**

#### LEGAL REFS:

- 29 U.S.C. 2601 et seq. (*Family and Medical Leave Act*)
- 29 C.F.R. Part 825 (*regulations*)

#### CROSS REFS:

- ~~GCCAA, Instructional Staff Sick Leave~~
- ~~GCCAB, Instructional Staff Personal/Emergency/Legal/Religious Leave~~
- ~~GCCBA, Administrative Staff Sick Leave~~
- ~~GCCBB, Administrative Staff Personal/Emergency/Legal/Religious Leave~~
- **GBGG Staff Sick Leave**



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	FMLA Eligible Staff Leaves and Absences
Designation	GBC-R
Office/Custodian	Education/Director of Human Resources

### Basic conditions

~~The District will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.~~

**To initiate a leave request under federal Family and Medical Leave Act (FMLA), the employee must complete a leave of absence application (GBC-E). The employee must complete this form in detail, sign the form and secure their immediate supervisor's signature. The employee or supervisor then must submit the form to the Human Resources Department. When possible, the form should be submitted 30 days in advance of the effective date of leave. Human Resources staff will review the leave of absence application and send out the required medical certification documentation to the employee.**

### Medical Certification

**The District will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification form will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family and Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.**

**The employee is responsible for getting the certification to the attending physician. The completed certification must be returned to Human Resources within fifteen (15) calendar days per FMLA guidelines. All medical information provided to the District through this process shall be treated as confidential.**

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of his/her position. ~~If the requested leave is~~For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. If the requested leave is~~For leave to care for a seriously ill child, spouse, or parent, the certification must include~~an estimate of the amount of time the employee is needed to provide care.~~a statement that the employee's intermittent leave is necessary to care for the family member and the expected duration and schedule of treatment.~~

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

In the instance of a child placed with an eligible employee for adoptive or foster care, the District will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.

In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the service member's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying service member was on active duty and during that leave incurred or aggravated a serious illness or injury requiring care.

At its discretion, the District may require a second medical opinion **at the District's own expense and** or periodic **medical** recertification. ~~at its own expense.~~ If the first and second opinions differ, the District at its own expense may require the binding opinion of a third health care provider approved jointly by the District and the employee.

~~Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. For leave to care for a seriously ill child, spouse, or parent, the certification must include a statement that the employee's intermittent leave is necessary to care for the family member and the expected duration and schedule of treatment.~~

~~For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.~~

~~In the instance of a child placed with an eligible employee for adoptive or foster care, the District will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.~~

~~In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the servicemember's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying servicemember was on active duty and during that leave incurred a serious illness or injury requiring care.~~

~~A leave of absence application must be originated by the employee. This form should be completed in detail, signed by the employee and their immediate supervisor and submitted to the Human Resources Department. If possible, the form should be submitted 30 days in advance of the effective date of the leave. The Human Resources Department will review the leave of absence application and send out the required medical certification documentation to be filled out and returned within fifteen (15) calendar days per FMLA~~



~~guidelines. All medical information provided to the District through this process shall be treated as confidential.~~

### Notification and reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt District operations.

In case of illness, the employee is required to report periodically on his/her leave status and intention to return to work.

### Intermittent or reduced leave

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

### Reinstatement

Because the end of the semester is a critical time for both staff and students, the following conditions will apply to requests from staff seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester and the leave is for more than three weeks, the District may require the employee seeking to return within the last three weeks to wait until the next semester **to return.**
2. If the employee begins any category of family and medical leave except personal sick leave less than five weeks before the end of the semester and the period of leave is greater than two weeks, the District may require the employee to wait until the next semester **to return.**
3. If the employee begins any category of family and medical leave except personal sick leave three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the District may require the employee to wait until the next semester **to return.**

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. **This certification must be presented to the District** at least two (2) working days prior to the anticipated return to work date. In addition, the District reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

### Repayment of benefits

In event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the District may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation,



recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control **so long as in doing so, no federal or state laws governing benefits will be violated.**

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

**Posting/notice to employees**

Building principals/administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Any employee questions regarding leaves of absence should be directed to the Human Resources Department.

- Adopted: June 17, 2009
- Revised: June 27, 2012
- Revised: May 9, 2013
- **Revised: February 12, 2015**

Title	<b>Non FMLA Eligible Staff Leaves and Absences <del>/Americans with Disabilities and Americans with Disabilities Amendment Act</del></b>
Designation	<b>GBCA</b>
Office/Custodian	<b>Education/Director of Human Resources</b>

The Board of Education shall provide a plan for leaves and absences designed to help ~~employees~~ ~~members of the staff who are ineligible under other federal leave programs such as the~~ **Family and Medical Leave Act (FMLA)** maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

Such leaves and absences shall be granted in accordance with the ~~law and the~~ Board policies pertaining to specific types of leaves. **A completed leave of absence application form (GBCA-E) may be required for leaves less than five (5) consecutive work days in duration, but in all cases will be required for leaves of five (5) or more days in duration.**

Employees who **have completed six (6) months of continuous employment and who do not qualify for leave** ~~have not worked 12 months or 1,250 hours and are not ineligible for under the District's FMLA policy, GBC, may~~ ~~guideline may still request a leave of absence under this policy.~~ ~~be eligible for Non-FMLA Leave. Those employees in this situation category may be provided~~ **granted** a medical leave of absence to be used in a block of time, in limited circumstances. **Employees may also request leave under the Americans with Disabilities Act/Amendment Act if they are unable to work or require job accommodations.** Such a leave would include time off for an employee's injury or immediate family member's injury, whether on or off the job.

If an employee is non-FMLA eligible, their initial request for medical leave for their own serious health condition will be processed under the Americans with Disabilities (ADA) and Americans with Disabilities Amendment Act (ADAAA). Once the employee's leave request and supporting medical documentation is reviewed, the leave may be approved as an ADA/ADAAA accommodation.

~~An employee who is in need of leave and who is ineligible for federal FMLA leave should immediately contact their supervisor advising them of the need.~~

For a medical leave to be granted, the following conditions must be met:

- ~~• An employee who is in need of leave and who is ineligible for federal FMLA leave should immediately contact their supervisor advising them of the need.~~
- ~~• The employee notifies the immediate supervisor as soon as possible of the need for medical leave by submitting a leave of absence request form.~~
- ~~• Any questions that the supervisor may have regarding the leave request should be directed to Human Resources prior to the denial of any leave request.~~
  - ~~• If the leave request is approved, the employee submits to the Human Resources Department a approved leave of absence application signed by their immediate supervisor. Human Resources will give the employee the appropriate forms to have filled out by their physician, if applicable, with a due date to return them to the Human Resources Department.~~

- ~~The Human Resources Department will review each approved request for leave to determine if it would fall under standard non-FMLA leave or if it would be considered be potentially eligible under federal ADA/ADAAA accommodations provisions.~~
- ~~If leave is granted under ADA/ADAAA, the leave will be presented to the Board of Education at the next available board meeting as being granted as an ADA/ADAAA accommodation.~~
- ~~Once the leave is approved, a letter will be sent to the employee identifying that their leave was granted as an ADA/ADAAA accommodation.~~
- ~~All available sick leave and earned vacation are used at the beginning of the leave of absence. All Medical Leave leave (non-FMLA or ADA/ADAAA) runs concurrently with the receipt of vacation, sick, personal leave,, short term disability,, and worker's compensation, whenever applicable.~~

~~Medical Leaves (non-FMLA or ADA/ADAAA), and any extension of leaves, will be reviewed on a case by case basis. Leaves for pregnancy will be limited to six (6) weeks in the case of a normal delivery and eight (8) weeks for Cesarean delivery. Other types of medical leave will generally be limited to no longer than twelve (12) calendar weeks unless designated as a reasonable accommodation and required under federal ADA requirements.~~

~~An employee who has been sick or injured and is ready to return to work from leave should present a doctor's statement indicating ability and capability to return to work.~~

~~Every effort will be made to reinstate the employee to the same or comparable position. No guarantee to this effect is made as departmental or district staffing needs may have changed during the leave period.~~

~~Senate Bill 10-191 will govern the reinstatement of licensed staff.~~

~~Employees who fail to return at the expiration of their authorized leave will normally be terminated. In the case of a non-probationary employee, dismissal will be in accordance with Colorado Revised Statute CRS 22-63-203 as required by Colorado law if terminated during the contract year.~~

~~The District shall maintain coverage under any group health insurance plan for any employee who is granted an approved non-FMLA medical or ADA leave of absence under this policy for the duration of the leave up to a maximum of twelve (12) weeks unless the district is required by state or federal requirements to provide benefits for a longer period of time. Such coverage shall be maintained at the same level and under the same conditions as coverage that would have been provided if the employee was not on leave. If the employee is eligible to request a leave extension and needs to take leave time in excess of the twelve (12) weeks of non-FMLA/ADA leave, all insurance benefits will may terminate at the end of the twelve (12) weeks. non-FMLA-ADA leave period. The employee will be given the right to continue their insurance coverage, at their cost, under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If the employee returns to their position, they will be eligible to re-enroll in the District health plan at that time. The District reserves the right to seek reimbursement for this benefit at the time it is given, as allowed by law so long as that in doing so no state or federal requirements have been violated.~~

~~Vacation and sick leave will not accrue during a medical leave of absence. Employee's on an approved leave of absence are ineligible for holiday or snow pay. Medical Leave (non-FMLA or ADA/ADAAA) may not be used for the purpose of extending medical leave beyond the District's FMLA Leave unless request is reviewed, approved and given as an ADA/ADAAA accommodation.~~

• ~~Adopted: June 17, 2009~~

• Adopted: June 17, 2009

• Revised: June 27, 2012

• Revised: February 12, 2015

•

LEGAL REFS:

- 29 U.S.C. 2601 et seq. (Family and Medical Leave Act)
- 29 C.F.R. Part 825 (regulations)

CROSS REFS:

- ~~GCCAA, Instructional Staff Sick Leave~~
- ~~CCCAB, Instructional Staff Personal/Emergency/Legal/Religious Leave~~
- ~~CCCAC, Instructional Staff Maternity/Paternity/Parental Leave GCCBA, Administrative Staff Sick Leave~~
- ~~CCCBB, Administrative Staff Personal/Emergency/Legal/Religious Leave~~
- ~~CCCB, Administrative Staff Maternity/Paternity/Parental Leave~~
- **GBGG Staff Sick Leave**

# BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Non FMLA Eligible Staff Leaves and Absences /Americans with Disabilities and Americans with Disabilities Amendment Act</b>
Designation	<b>GBCA-R</b>
Office/Custodian	<b>Education/Director of Human Resources</b>

The Board of Education shall provide a plan for leaves and absences designed to help members of the staff ~~who are ineligible under other federal leave programs such as Family and Medical Leave Act (FMLA)~~ maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

Such leaves and absences shall be granted in accordance with the law and the Board policies pertaining to specific types of leaves. ~~A completed leave of absence application may be required for leaves less than five (5) consecutive work days in duration but in all cases will be required for leaves of five (5) or more days in duration.~~

Employees who have not worked 12 months or 1,250 hours and are not ~~ineligible for~~ **under** the District's FMLA ~~policy~~ guideline may ~~still request a leave of absence.~~ be eligible for Non-FMLA Leave. Those ~~e~~Employees **in this category** may be provided a medical leave of absence to be used in a block of time, in limited circumstances. ~~Employees may also request leave under the Americans with Disabilities Act/Amendment Act if they are unable to work or require job accommodations.~~ Such a leave would include time off for an employee's injury or immediate family member's injury, whether on or off the job.

If an employee is non-FMLA eligible, their initial request for medical leave for their own serious health condition will be processed under the Americans with Disabilities (ADA) and Americans with Disabilities Amendment Act (ADAAA). Once the employee's leave request and supporting medical documentation is reviewed, the leave may be approved as an ADA/ADAAA accommodation.

~~An employee who is in need of leave and who is ineligible for federal FMLA leave should immediately contact their supervisor advising them of the need.~~

For a medical leave to be granted **under this policy**, the following **steps must be followed** conditions must be met:

- ~~An employee who is in need of leave and who is ineligible for federal~~ **Family and Medical Leave Act (FMLA) leave should immediately contact** ~~inform their supervisor of the need~~ **advising them of the** by submitting a leave of absence application (GBCA-E). ~~need.~~
- ~~The employee notifies the immediate supervisor as soon as possible of the need for medical leave by submitting a leave of absence request form.~~
- ~~Any questions that~~ **The supervisor may consult with Human Resources may have** regarding the leave request ~~should be directed to Human Resources prior to approving or denying the request.~~ **the denial of any leave request.**
- **If the supervisor approves the leave request is approved:**
  - The supervisor must sign the leave of absence application form and return it to the employee.
  - ~~T, t~~ **The employee must send the** ~~submits to the Human Resources Department a~~ **approved** ~~Leave of a~~ **Absence application to Human Resources** ~~signed by their immediate supervisor.~~

- Human Resources will give the employee the appropriate forms to be ~~have filled out~~ completed by their physician, if applicable.
- The employee must return the completed forms to ~~, with a due date to return them to the~~ Human Resources by the specified due date.~~Department.~~
- ~~The Human Resources Department~~ will review each approved request for leave to determine whether ~~if it would fall under standard non-FMLA leave or if it would be considered be~~ potentially eligible under federal ~~A~~Americans with Disabilities Act (ADA)/~~ADAAA~~ accommodations provisions apply to the situation.
- If leave is granted under ADA/~~ADAAA~~, Human Resources ~~the leave wi~~will inform ~~be presented to~~ the Board of Education at the next available board meeting that the leave is ~~as being granted as an~~ ADA/~~ADAAA~~ accommodation.
- Once the leave is **approved** by the Board of Education<sup>[PAA1]</sup>, a letter will be sent to the employee identifying that their leave was granted as an ADA/~~ADAAA~~ accommodation.
- ~~All available sick leave and earned vacation are used at the beginning of the leave of absence. All~~ Medical Leave leave granted under this policy (~~non-FMLA or ADA/ADAAA~~) runs concurrently with the receipt of vacation, sick, personal leave, ~~, short term disability, , and worker's~~ compensation, whenever applicable.

Medical Leaves (~~non-FMLA or ADA/ADAAA~~), and any extension of leaves, will be **reviewed** by Human Resources<sup>[PAA2]</sup> on a case by case basis. Leaves for pregnancy will be limited to six (6) weeks in the case of a normal delivery and eight (8) weeks for ~~Cesarean~~Caesarean delivery. Other types of medical leave will generally be limited to no longer than twelve (12) calendar weeks **unless designated as a reasonable accommodation and required under federal ADA requirements.**

An employee who has been sick or injured and is ready to return to work from leave should present a doctor's statement indicating ability and capability to return to work.

~~Every effort will be made to reinstate the employee to the same or comparable position. No guarantee to this effect is made as departmental or district staffing needs may have changed during the leave period. Senate Bill 10-191 will govern the reinstatement of licensed staff.~~

~~Employees who fail to return at the expiration of their authorized leave will normally be terminated. In the case of a non-probationary employee, dismissal will be in accordance with Colorado Revised Statute CRS 22-63-203 as required by Colorado law if terminated during the contract year.~~

### Reinstatement

The District will make a reasonable effort to reinstate the employee to the same or comparable position. However, the District cannot guarantee reinstatement as departmental or District staffing needs may have changed during the leave period. Applicable Colorado statute will govern the reinstatement of licensed staff.

Employees who fail to return at the expiration of their approved leave will normally be terminated. In the case of a non-probationary licensed staff member, dismissal will be in accordance with Colorado Revised Statute CRS 22-63-203 as required by Colorado law if terminated during the contract year.

### Benefits

The District shall maintain coverage under any group health insurance plan for any employee who is granted an approved ~~non-FMLA~~medical or ADA leave of absence under this policy for the duration of the leave up to a **maximum of twelve (12) weeks) unless the district is required by state or federal requirements to provide benefits for a longer period of time.** Such coverage shall be maintained at the same level and under the same conditions as coverage that would have been provided if the employee was not on leave. If the employee is

eligible to request a leave extension and needs to take leave time in excess of the twelve (12) weeks of ~~non-FMLA/ADA leave~~, all insurance benefits ~~will~~ **may** terminate at the end of the twelve (12) weeks. ~~non-FMLA-ADA leave period~~. The employee will be given the right to continue their insurance coverage, at their cost, under the Consolidated Omnibus Budget Reconciliation Act ~~COBRA~~). If the employee returns to their position, they will be eligible to re-enroll in the District health plan at that time.

The District reserves the right to seek reimbursement for this benefit at the time it is given, as allowed by law **so long as that in doing so no state or federal requirements have been violated.**

**Vacation and sick leave will not accrue during a medical leave of absence. Employee's on an approved leave of absence are ineligible for holiday or snow pay.**

**~~Medical Leave (non-FMLA or ADA/ADAAA) may not be used for the purpose of extending medical leave beyond the District's FMLA Leave unless request is reviewed, approved and given as an ADAADAAA accommodation.~~**

• ~~Adopted: June 17, 2009~~

• **Adopted: June 17, 2009**

• Revised: June 27, 2012

• **Revised: February 12, 2015**

•

#### **LEGAL REFS:**

• ~~29 U.S.C. 2601 et seq. (Family and Medical Leave Act)~~

• ~~29 C.F.R. Part 825 (regulations)~~

#### **CROSS REFS:**

• ~~GCCAA, Instructional Staff Sick Leave~~

• ~~GCCAB, Instructional Staff Personal/Emergency/Legal/Religious Leave~~

• ~~GCCAC, Instructional Staff Maternity/Paternity/Parental Leave GCCBA, Administrative Staff Sick Leave~~

• ~~GCCBB, Administrative Staff Personal/Emergency/Legal/Religious Leave~~

• ~~GCCBC, Administrative Staff Maternity/Paternity/Parental Leave~~

• ~~**GBCG Staff Sick Leave**~~





## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Staff Sick Leave</b>
Designation	<b>GBGG</b>
Office/Custodian	<b>Education/Director of Human Resources</b>

The Board of Education recognizes that there may be times when an employee is unable to fulfill the duties of his/her position due to illness. Therefore, paid sick leave is provided for full time employees in accordance with this policy.

Sick leave may be accumulated up to a maximum of 120 work days or the equivalent sick hours for the position held at the following rates:

- a.1. Full year employees accumulate twelve (12) days or one (1) day for each month worked.**
- b.—Instructional staff and school year support staff accumulate ten (10) days or one (1) day for each month worked.**

Sick leave may be taken for personal illness, personal medical appointments, and bereavement or for the necessary care and attendance of a member of the employee's immediate family. **For sick leave purposes, the term “immediate family” shall be defined as spouse, partner in a civil union, children and parents.** Educational Support Staff shall be permitted to use sick leave in **quarter** hourly increments <sup>[KS1]</sup> except in the instance of Family and Medical Leave Act which permits leave usage in as little as hourly increments.:

Evidence of illness may be required for approval of sick leave pay. Sick leave shall not apply during vacation leave or paid holidays.

**A completed leave of absence form (GBGG-E) may be required for leaves less than five (5) consecutive work days in duration but in all cases will be required for leaves of five (5) or more days in duration.**

An employee shall be paid at the rate of one half the substitute rate for that position for each day of unused sick leave accumulated over 120 days. Payment will be made on an annual basis.

Upon retirement, an employee who has worked for the District for fifteen (15) or more years or who is eligible for Public Employees Retirement Association retirement and has at least five ~~years service~~ **years’ service** in the District shall be reimbursed for earned but unused sick leave hours at the current substitute rate of pay for that position up to a maximum of 120 days. **Documentation from the Public Employees Retirement Association verifying retirement eligibility will be required of all retiring employees who have been employed with the district for less than fifteen (15) years.**

In cases related to retirement or unused sick leave accumulated over 120 days, -Administrative, ~~ers~~/Professional / Technical, **and** ~~Instructional~~ staff shall be paid at the substitute rate for teachers.

~~Evidence of illness may be required for approval of sick leave pay.~~

~~Sick leave shall not apply during vacation leave or paid holidays.~~

- Adopted: December 12, 2010
- Revised: September 8, 2011
- Revised: May 9, 2013
- **Revised: February 12, 2015**



**LEGAL REF.:**

- **C~~7~~.R~~7~~.S. 14-15-101 *et. Seq.* (Colorado Civil Union Act)**

**CROSS REFS:**

- ~~GBGG-RA~~, Catastrophic Leave Bank
- GBC, FMLA Eligible Staff Leaves and Absences

Title	<b>Staff Leaves and Absences</b>
Designation	<b>GBGI</b>
Office/Custodian	<b>Education/Director of Human Resources</b>

The Board of Education shall provide plans to consider requests for planned leaves and absences for staff members.

Such leaves and absences shall be granted in accordance with the law and Board policies/ **and** regulations pertaining to specific types of leaves. Absences not referred to specifically in Board policy shall be treated as absences without pay and pay deductions on a per diem basis shall be ~~deducted~~**made** during the subsequent pay period.

Leave policies shall not be construed in any manner which may deprive the Board of its right to non-renew a probationary teacher.

**A completed leave of absence form (GBGI-E) may be required for leaves less than five (5) consecutive work days in duration but in all cases will be required for leaves of five (5) or more days in duration.**

~~Leave policies shall not be construed in any manner which may deprive the Board of its right to non-renew a probationary teacher.~~

**The following categories of leave are covered under this policy:**

#### **Personal leave**

**Full—time e**Employees who work 30 hours or more per week may be absent for two days per year for the purpose of personal leave. **Personal** <sup>[KS1]</sup> days which are not used during the school year ~~may~~**shall** be added to the employee's sick leave days. ~~or be reimbursed at the current substitute rate of pay.~~ **Employee's working in a position that is .8 FTE or greater but less than a 1.0 FTE will receive pro-rated personal leave benefits.**

**Employees should submit** ~~Applications~~**a request** for personal leave ~~should be submitted~~ to their immediate supervisor at least three days prior to the day for which it is requested. ~~Emergency Requests for personal leave less than three days prior~~ **may be granted at the discretion of their immediate supervisor.**

**Employees may not take P**personal leave ~~may not be taken~~ the school day before or the school day after a school vacation unless **his/her supervisor preapproves the request.** ~~d by their immediate supervisor.~~

**When an employee separates from the District, earned but unused personal leave will be paid to the employee at the employee's then per diem rate of pay.**

#### **Leave for pProfessional Ddevelopment**

**An employee who wishes to attend professional development on a contracted work day(s) may ask his/her their-school or site administrator if the leave may be covered under a district, building or grant day(s).**

**Leave for professional development activities that cannot be covered by the building or site may be covered by the employee's personal leave, if available, or charged to the employee at their per diem rate of pay to be reflected as a deduction during the subsequent pay period.**

#### **Leave for family illness or bereavement**

An employee may be absent due to illness and/or death in his/~~her~~ immediate family. Such absences shall be charged at the option of the employee to sick leave or personal leave or be charged at the per diem rate. Their ~~administrator and/or~~ immediate supervisor may require a physician's verification of illness.

**For purposes of this policy, "immediate family" shall be defined as spouse, partner in a civil union, children and parents.** ~~include husband, wife, child, parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and children, grandparents, and grandchildren of the employee's spouse.~~

#### **Leave for civic duty and Legal proceedings**

The Board recognizes the important role citizens play in our legal system, including the obligation to serve as jurors under appropriate circumstances and to appear in proceedings pursuant to a subpoena or court order.

All employees of the District shall be excused for jury duty or when ordered to appear in a proceeding pursuant to a job related subpoena or other non-personal court orders with no jeopardy to their employment, compensation, or sick or personal leave.

Substitutes, when necessary, for employees shall be obtained in the usual manner and paid by the District.

While state law provides that the District is only responsible for paying employees their regular wages up to \$50 per day for the first three days of jury duty, the District believes it should support employees to the full extent of their regular wages while on jury duty. Therefore, the District shall pay employees their regular wages for all days of jury duty.

Pursuant to state law, after the first three days of jury duty, the state pays each juror \$50 per day. Because employees will be receiving their regular wages from the District, which in most instances is more than \$50 per day, all employees shall forward such payment from the state to the District as an offset. If an employee's regular wages are less than \$50 per day, the District will supplement the employee's regular wages to bring the daily wage up to \$50.

The District shall not reimburse employees for expenses or mileage related to jury duty. The employee may keep any reimbursement for expenses or mileage received from the state and continue to receive the full extent of his or her regular wages while on jury duty.

The Human Resources Department or designee shall request that an employee be excused from jury duty or the service delayed provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury duty affords a threat to the welfare of the school or the students concerned.

#### **Military Leave**

##### **Annual military leave**

An employee, who as a member of a reserve or National Guard unit or any other branch of the military organized under state or federal law, shall be granted military leave with a right of reinstatement in accordance with state and federal law.

The employee shall receive full salary and benefits during such leave up to a maximum of fifteen (15) calendar days annually. All remaining leave to fulfill the annual military obligation shall be unpaid leave.

An employee who is required by the state or federal government to continue military service beyond the time for which leave with pay is allowed ~~shall be~~ **may request to be** granted a leave of absence without pay for all such additional service.

**Emergency military leave**

Military leave of absence without pay shall be granted to any employee who enlists for military duty with any branch of the United States armed forces or who is called into active military service in time of war or other emergency declared by the proper authority of the state or United States. The employee shall be considered on a leave of absence during military service.

**Notice of military service**

An employee taking leave under this policy shall provide written or oral notice, as far in advance as possible, of pending military service. Employees on military leave ~~resulting in absence of more than 30 days~~ shall forward a copy of their military orders to the Human Resources Department.

**Using paid leave in lieu of unpaid military leave**

An employee taking leave under this policy may at his or her discretion, but is not required to, use accrued vacation or other paid leave during time of military service.

**Hiring substitute**

Where necessary to protect the public interest, a substitute employee may be hired by the District to perform the duties of the employee on military leave until such time as the employee returns to work.

**Reinstatement after service**

Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available at the same salary and benefits which he or she would have received had leave not been taken subject to the following conditions:

1. The District's circumstances have not changed to such a degree that reinstatement would cause an undue hardship on the District or make reinstatement impossible or unreasonable due to the position being abolished.
2. The employee is not physically or mentally disabled from performing the duties of the position except that the school District shall make reasonable accommodation required under federal and state law, including for any disability incurred or aggravated during military service.
3. The employee submits an honorable discharge or other form of release indicating that military service was satisfactory.
4. The employee notifies the District of intent to return to work and returns to work within the time period set out in law.

Upon reinstatement, the employee shall have the same rights with respect to accrued and future vacation, sick leave, public retirement benefits, and other benefits as if he or she had actually been employed during the time of such leave. Because non-probationary status for teachers is not attained merely through continuous employment, a probationary teacher shall be reinstated at the actual year of service (~~year one, year two, or year three~~) as when he or she began military leave.

- Adopted: March 6, 2003
- Revised: October 7, 2010
- Revised: August 11, 2011
- **Revised: February 12, 2015**

LEGAL REFS:

- 38 U.S.C. § 2021 *et seq.* (*Veterans Re-Employment Right Act*)
- 38 U.S.C. § 4301-4333 *et seq.* (*Uniformed Services Employment and Re-Employment Rights Act*)
- C.R.S. 28-3-601 *et seq.*
- C.R.S. 13-71-119
- C.R.S. 13-71-126
- C.R.S. 13-71-129
- C.R.S. 13-71-132 through 13-71-134



### **BOARD OF EDUCATION AGENDA ITEM 7.03**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Janet Giddings, Assistant Principal, Curriculum & Instruction, Sand Creek High School
<b>TITLE OF AGENDA ITEM:</b>	Proposed new courses
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** See the attached sheet for background information, description of need, and specific new course requests.

**RATIONALE:** Differentiating our instructional pathways will allow us to better serve student needs.

**RELEVANT DATA AND EXPECTED OUTCOMES:** Percentage of passing student scores on AP, IB and concurrent enrollment tests will increase, allowing more SCHS students to earn college credit while in high school. Percentage of SCHS students requiring post-secondary remediation will decrease, allowing more SCHS students to earn post-secondary college credit.

#### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best</u> district in Colorado to learn, work and lead	<u>X</u>
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	<u>X</u>
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	X

**FUNDING REQUIRED:** none needed

**AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** After review at previous work session, I move to approve the new course requests described in agenda item 7.03 at Sand Creek High School for the 2015-16 school year.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** February 3, 2015

SCHS will move to differentiated pathways next year. The Advanced Academics Pathway will incorporate MYP honors classes at the 9th and 10th grade level. We need to remove MYP from the title of one of our courses, but add it to others. The specific requested course names are:

PFL/Economics

MYP Spanish I (H)\*

MYP Spanish II (H)\*

MYP French I (H)\*

MYP French II (H)\*

## **BOARD OF EDUCATION AGENDA ITEM 7.04**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Jack W. Bay, COO
<b>TITLE OF AGENDA ITEM:</b>	Facilities Small Engine-Equipment Repair Mechanic
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** After observing the actual workload for the facilities small engine staff technician, it has become apparent the current job description for this position needed to be revised. The original scope of the position was focused on maintaining facilities building maintenance equipment such as vacuums, scrubbers and some small engines. The position has now expanded into maintaining snow plow equipment, diesel engines for the skid loader, as well as, other grounds equipment that is not maintained by our transportation mechanics.

**RATIONALE:** In an effort to pursue our quest to be the best district to learn, work and lead, I was compelled to compare this position against our peers D11, Academy 20, Adams 12 and Douglas County. Each of these districts has similar positions. Each of them had a pay range that was higher than our grade 13 range. In two of the Districts, the scope of the work was less than our current position but had a much higher pay range. As a result, I am recommending updating the job title to a small engine – equipment mechanic versus a technician, changing the pay grade from schedule 13 with a range salary from \$14.49 to 21.96 with the midrange salary of \$17.31 per hour to schedule 15 starting at \$15.40 to \$23.35 with the midrange salary of \$18.94 per hour and revising the job description to reflect these changes. This needed change will properly reflect the work being performed and associate the appropriate market compensation for this position. The change impacts only one staff member at this time and the financial impact is minimal. As a result, I am recommending changing the current staff member's salary to reflect the new salary range with the same step. The annual pay difference annually will be approximately \$3,000. This job description and recommended salary modification has been reviewed by Human Resources.

**RELEVANT DATA AND EXPECTED OUTCOMES:** This change properly aligns the scope of work performed in this position and the market compensation. The District pay for this position is still lower than that of the market average, but is now in alignment with the marketplace.

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	<b><u>This change allows the district to properly align the scope of the work needed to maintain our ever increasing small engine and equipment repair demands for a growing school district. As a result, we change we build the foundation for our quest to be the best in the facilities department.</u></b>
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	





BOE Regular Meeting February 12, 2015  
Item 7.04 continued

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** \$3,000 annually

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** After discussion at the previous work session, I move to approve the revisions to the Facilities Small Engine-Equipment Repair Mechanic job description and reclassification of the salary grade as requested.

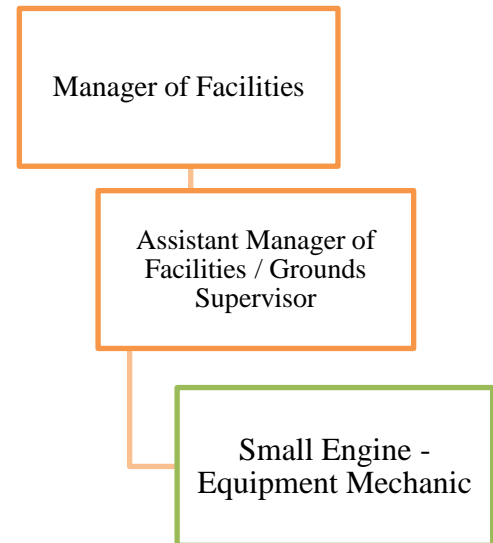
**APPROVED BY:** Jack W. Bay, Chief Operations Officer

**DATE:** 2-4-15

## SMALL ENGINE - EQUIPMENT MECHANIC

<b>Job Title:</b>	Small Engine-Equipment Mechanic
<b>Job Code:</b>	(4-digit financial/budget code)
<b>Initial:</b>	February 9, 2010
<b>Revised:</b>	<b>February 12, 2015</b>
<b>Work Year:</b>	261 Days
<b>Office:</b>	Operations
<b>Department:</b>	Facilities
<b>Reports To:</b>	Assistant Manager of Facilities
<b>FLSA Status:</b>	Non Exempt
<b>Pay Range:</b>	<del>Classified</del> —Support Schedule – Range 15

### Related Organization Chart



### SUMMARY:

The Small Engine-Equipment Mechanic ~~Responsible for repairs to equipment used by facilities, grounds, transportation and the building custodial staff. The Small Engine-Equipment Mechanic person will services- equipment and performs scheduled de-~~preventative maintenance on a reoccurring basis.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following statements of essential functions and responsibilities, and are intended to describe the general nature and level of work being performed by individuals assigned to this position. These statements are not intended to be an exhaustive list of all duties and responsibilities required of all personnel within this position. Actual duties may vary.

- Repair and service all types of equipment to include, but not be limited to, small tractors, skid loaders, lawn mowers, chainsaws, air blowers, tillers, trimmers, snow blowers, aerators, truck mounted snowplows and sanders, carpet extractors, floor buffers, vacuum cleaners, auto scrubbers, wax applicators and all types of hand tools and power tools.
- Locate and order parts for equipment and maintain the parts room inventory.
- Schedule and pick up for repair and deliver all custodial equipment to buildings. Pick up parts from suppliers.
- Maintain and keep in order hard copy file records. Produce work orders, document all costs associated with repairs and services.
- Design and build equipment, to fit the equipment that needs repaired.
- Perform routine cleanup of shop area.
- Maintains a certification, qualification or specialty function rating that adds value to the District and its operations.
- Recognizes the importance of safety in the workplace, follows safety rules, practices safe work habits, and reports unsafe conditions to the appropriate supervisor.
- Perform other duties as assigned or requested.

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The requirements listed below are representative of the knowledge, skill, and/or ability required for this position:

**EDUCATION AND TRAINING:**

- High school diploma or equivalent required.
- ~~plus~~ Specialized technical courses or training in repair of grounds, maintenance, and ~~&~~ custodial equipment and small engine ~~repairs~~ preferred.

•  
**EXPERIENCE:**

- Minimum of three years in repair of grounds, facilities, and custodial equipment and small engine repair.

•  
**SKILLS and KNOWLEDGE:**

- Oral and written communication skills.
- English language skills.
- Interpersonal relations skills.
- Basic math and accounting skills.
- Personal computer, keyboarding and word processing skills.
- Customer service and public relations skills.
- Critical thinking and problem solving skills.
- Organizational skills.
- Ability to manage multiple priorities.
- Ability to manage multiple tasks with frequent interruptions.
- Ability and willingness to carry a district cell phone ~~pager~~, be on call and/or respond to calls 24/7.

•  
**CERTIFICATES, LICENSES, & REGISTRATIONS:**

- Criminal background check required for hire.
- Must possess and maintain a valid Colorado driver's license.
- Must remain insurable through the current district's insurance provider.
- Automotive service Excellence Certifications preferred ~~at hire but never required~~.
- Home Appliances Service Certifications preferred ~~at hire, but never required~~.
- Hand tool Certifications preferred ~~at hire, but never required~~.

•  
**MATERIALS AND EQUIPMENT OPERATING KNOWLEDGE:**

- ~~Operating knowledge of mowers, preferred at hire~~ tractors, snowplows and trailer towing :
- ~~Operating knowledge of tractors~~ preferred at hire.
- ~~Operating knowledge of snowplow~~ preferred at hire.
- ~~Operating knowledge of trailer towing~~ preferred at hire.
- Operating knowledge of Custodial, Maintenance and Grounds equipment preferred at hire.

•  
**SUPERVISION AND TECHNICAL RESPONSIBILITIES:**

This position does not directly supervise other staff.

**OTHER WORK FACTORS:**

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**The physical demands, work environment factors and mental functions described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.**

**Physical Demands:**

**While performing the duties of this job, the employee is occasionally required to stand, climb or balance, stoop, kneel, crouch, or crawl, and smell. The employee must regularly lift and/or move up to ~~25~~50 pounds frequently and occasionally lift and/or move more than 100 pounds.**

**Work Environment:**

**While performing the duties of this job, the employee is exposed to moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals; and outdoor weather conditions and vehicle vibration.**

**Mental Functions:**

**While performing the duties of this job, the employee is regularly required to communicate, compare, analyze, coordinate, instruct, evaluate, and use interpersonal skills. Occasionally required to compile, copy, compute and negotiate.**

## **BOARD OF EDUCATION AGENDA ITEM 7.05**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Peter Hilts, Chief Education Officer
<b>TITLE OF AGENDA ITEM:</b>	New Policy: FF and FF-R, Naming of Building
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** District 49 does not currently have a policy or procedure for naming or renaming buildings. This policy sets parameters for district and community leaders to propose names for district facilities. Past practice has been largely ad hoc.

**RATIONALE:** Effective branding is a crucial component in our educational model.

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	This policy explicitly requires community input and guidance in naming facilities.
<b>Rock #3</b> — Establish District 49 as the <u>best</u> <u>district</u> in Colorado to learn, work and lead	
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** After careful review at the previous work session, I move to approve policy FF, Naming of Buildings, as recommended by the Administration.

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** February 3, 2015



## BOARD-APPROVED POLICY OF DISTRICT 49

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Title	<b>Naming Facilities</b>
Designation	<b>FF</b>
Office/Custodian	<b>Education/Chief Education Officer</b>

In District 49, facility names (including district-governed as well as charter schools) are known by a variety of names following several naming conventions. Some of the categories of names include:

### **Geographic, Program, Abstract, and Personal.**

As new schools are added to the district, or existing schools seek to re-brand their identity, the Board of Education will consider names that conform to existing conventions or provide an alternative naming convention. The Board of Education shall have final approval over all proposed names or name changes for district-operated schools. For schools that may be authorized (charter schools) or otherwise contracted with the district, approval of a charter or contract application with a specific name shall constitute approval of the proposed name.

The Chief Officers shall develop an administrative regulation that requires community input, market analysis, and a recommendation with rationale from the relevant zone or school leader.

The Board of Education will consider and approve a proposed name at a regularly scheduled board meeting. Once a name is approved, the Chief Officers shall disseminate the name through appropriate publications, signage, and other communications.

- Adopted: February 12, 2015



## BOARD-APPROVED POLICY OF DISTRICT 49

Title	<b>Naming Facilities—Regulation</b>
Designation	<b>FF-R</b>
Office/Custodian	<b>Education/Chief Education Officer</b>

Zone or school leaders who propose naming a new school or changing the name of an existing school shall review the criteria and expectations in Policy FF, *Naming Facilities*. Typically, names of schools in District 49 emerge from four general categories:

<b>Geographic</b>	<b>Program Description</b>	<b>Abstract</b>	<b>Personal</b>
<ul style="list-style-type: none"><li>• Stetson ES</li><li>• Falcon MS</li><li>• Sand Creek HS</li></ul>	<ul style="list-style-type: none"><li>• Falcon Homeschool Program</li><li>• Falcon Virtual Academy</li><li>• Pikes Peak School of Expeditionary Learning</li></ul>	<ul style="list-style-type: none"><li>• Horizon MS</li><li>• Skyview MS</li><li>• Odyssey ES</li><li>• Innovation Institute</li></ul>	<ul style="list-style-type: none"><li>• Evans International ES</li></ul>

The school or zone leaders shall conduct a thorough process designed to solicit input from students, parents, staff, and other stakeholders associated with the school. The process must provide multiple opportunities for input and suggestions.

The school and zone leaders shall consider the connotations of abbreviations of the school's proposed name, including acronyms or other shorthand references that members of the community are likely to adopt.

Upon narrowing the list of potential names to a small number, the school or zone leaders shall conduct market research to ensure that potential names and abbreviations are not subject to existing trademarks and do not create confusion with similar or identical names in our larger communities.

Having conducted a community process and market analysis, the zone or school leaders shall present the recommended name(s) to the Board of Education for final public comment or review prior to final approval or denial. If the proposal involves renaming a facility, the zone or school leaders shall explain why the current facility name is obsolete or inappropriate.

- Adopted: February 12, 2015



**BOARD OF EDUCATION AGENDA ITEM 7.06**

<b>SPECIAL BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Kim Steeves, Professional Staff Liaison
<b>TITLE OF AGENDA ITEM:</b>	Approval of Matters Relating to Continuing Chief Administrators
<b>ACTION/INFORMATION/DISCUSSION:</b>	Action

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** To gain Board of Education approval for personnel changes

**RATIONALE:** The contract renewal actions on attached roster are to meet Board of Education objectives in student achievement.

**RELEVANT DATA AND EXPECTED OUTCOMES:** By addressing these action items, the Board of Education is approving the necessary actions that allow the District to continue its' function of hiring and other associated personnel activities that impact student achievement.

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Major Impact
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** Yes

**AMOUNT BUDGETED:** In accordance with Board of Education approved salary tables.

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** I move to approve the attached personnel changes as recommended by the administration.

**APPROVED BY:** Tammy Harold, Board President

**DATE:** January 30, 2015



**FALCON SCHOOL DISTRICT 49**  
**2015-2016 Administrative Personnel Recommendation – Chief Officers**  
**February 12, 2015**

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>
Bay	Jack	Chief Operations Officer
Hilts	Peter	Chief Education Officer
Ridgway	Brett	Chief Business Officer

## BOARD OF EDUCATION AGENDA ITEM 8.01

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Barbara Seeley, Executive Assistant to CEO
<b>TITLE OF AGENDA ITEM:</b>	Student Study Trips
<b>ACTION/INFORMATION/DISCUSSION:</b>	Information

### BACKGROUND INFORMATION, DESCRIPTION OF NEED:

#### **SRES**

Camp Elim trip

Departure-5/6/15 Return-5/8/15

100 students will attend this trip.

Cost of trip is about \$110 per student (includes transportation, meals, activities and lodging).

The objective of this trip includes outdoor education and teambuilding. All educational activities are lead by the 5<sup>th</sup> grade teachers.

Fundraising will be part of this program.

### RATIONALE:

### RELEVANT DATA AND EXPECTED OUTCOMES:

### IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	Travel study is an important component of an appealing education, and participation in student leadership is central to our commitment to be the best district for leaders.
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** N/A

**APPROVED BY:** Peter Hilts, Chief Education Officer

**DATE:** February 3, 2015

## **BOARD OF EDUCATION AGENDA ITEM 8.02**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Jay Hahn, EXCEL Dean
<b>TITLE OF AGENDA ITEM:</b>	Expulsion/Suspension Information
<b>ACTION/INFORMATION/DISCUSSION:</b>	Information

### **BACKGROUND INFORMATION, DESCRIPTION OF NEED:**

See attached confidential sheet for list of expulsions in January 2015.

### **RATIONALE:**

### **RELEVANT DATA AND EXPECTED OUTCOMES:**

### **IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	
<b>Rock #3</b> — Establish District 49 as the <u>best district</u> in Colorado to learn, work and lead	
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	

**FUNDING REQUIRED:** No

**AMOUNT BUDGETED:** N/A

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** N/A

**APPROVED BY:** Peter Hilts, CEO

**DATE:** February 3, 2015

## **BOARD OF EDUCATION AGENDA ITEM 9.01**

<b>BOARD MEETING OF:</b>	February 12, 2015
<b>PREPARED BY:</b>	Brett Ridgway, Chief Business Officer; Jack Bay, Chief Operations Officer; Peter Hilts, Chief Education Officer
<b>TITLE OF AGENDA ITEM:</b>	Post-Election Report
<b>ACTION/INFORMATION/DISCUSSION:</b>	Discussion

**BACKGROUND INFORMATION, DESCRIPTION OF NEED:** El Paso County School District 49 had two measures on the November 4, 2014 election ballot for our constituents to consider: Issue 3A – Mill Levy Override related and 3B – New Bond Issue. With the passage of 3A and the failure of 3B, we have to now consider the specific results of the election, how the success of item 3A is implemented, and how constraints created by the failure of 3B item are accommodated.

**RATIONALE:** As has been well-established, a vast majority of our schools are operating over core capacity. In addition, the district continues to grow (3.5% increase this year). Finally, education is changing in significant ways in the coming years – focusing far less on traditional seat time, credit completion proxies and shifting toward demonstration of skills and competencies. Ballot issue 3B was an attempt to address these issues by adding space that was strategic in its planned placement in the district and in its planned form to accommodate this complex and varied need.

Item 3A allows the district to begin using monies available after the payment of Certificates of Participation for operational needs to include:

- ATTRACTING AND RETAINING HIGHLY EFFECTIVE TEACHERS BY OFFERING SALARIES AND BENEFITS THAT ARE COMPETITIVE WITH OTHER DISTRICTS IN EL PASO COUNTY;
- OFFERING CLASSES FOR STUDENTS TO RECEIVE COLLEGE CREDITS, EARN CAREER CERTIFICATIONS, AND PREPARE FOR ACADEMICS AND EMPLOYMENT AFTER HIGH SCHOOL;
- SECURING THE GROUNDS, TRAFFIC FLOW, MAIN ENTRIES, AND CLASSROOMS AT DISTRICT SCHOOLS WHILE TRAINING AND EQUIPPING SAFETY PERSONNEL; AND
- PROVIDING STUDENTS WITH TECHNOLOGY TO ADAPT AND ACCELERATE ACHIEVEMENT, AS WELL AS TEACHER TRAINING AND SUPPORT TO ENHANCE AND ASSESS LEARNING?

Moving forward, then, involves effectively implementing and tracking the implementation of 3A and revisiting and determining how best to address the constraints presented by the failure of 3B.

**RELEVANT DATA AND EXPECTED OUTCOMES:** The Administration and Board of Education for District 49 have a well-earned and consistently demonstrated ability to be creative in the placement of resources and delivery of educational programs within available space and annual funding constraints. Until there is a distinct change in either, we will continue to pursue creative alternatives to educate children of the district. Although it can be argued that the district does not comply with CRS 22-1-102(1), where it states that “Every public school shall be open for the admission of all children, between the ages of five and twenty-one years, residing in the district without the payment of tuition.”, since physical capacity does not exist to effectively admit all children residing in the district, it is the decision of the electorate rendered on November 4, 2014 that has affirmed that scenario.



BOE Regular Meeting February 12, 2015  
Item 9.01 continued

**IMPACTS ON THE DISTRICT'S STRATEGIC PRIORITIES—THE BIG ROCKS:**

<b>Rock #1</b> —Reestablishing the district as a <u>trustworthy</u> recipient of taxpayer investment	<i>The question is open whether trust has been reestablished and if not, how best to close that gap toward trust. With now three full years of positive financial actions, we will build on that resume.</i>
<b>Rock #2</b> —Research, design and implement programs for intentional <u>community</u> participation	<i>Transitioning the Capital Planning Committee (CPC) that worked for two years on 3A and 3B, to a new committee to oversee MLO-Op funds and consider future capital directions.</i>
<b>Rock #3</b> — Establish District 49 as the <u>best</u> district in Colorado to learn, work and lead	<i>We will continue to be innovative and creative, facing constraints head on.</i>
<b>Rock #4</b> — Grow a robust portfolio of distinct and exceptional schools	<i>The ability to grow is highly constrained but small opportunities still exist and should be pursued.</i>
<b>Rock #5</b> — Customize our educational systems to launch each student toward success	<i>The need for customized systems is being 'encouraged' by the changing landscape and that need will not subside.</i>

**FUNDING REQUIRED:** N/A

**AMOUNT BUDGETED:**

**RECOMMENDED COURSE OF ACTION/MOTION REQUESTED:** N/A

**APPROVED BY:** Brett Ridgway, Chief Business Officer; Jack Bay,  
Chief Operations Officer; Peter Hilts, Chief Education Officer

**DATE:** February 5, 2015

# Post-Election Options

## RMCA spaces:



- RMCA agrees to donate modular space they previously occupied at Horizon Middle School to District 49 for no cost.
- Given D49's interest in the Pony Tracks facility, RMCA also asks for D49 to assume their place as vacating tenant in the Pony Tracks facility with current landlords.
- D49 agrees to amend current RMCA charter contract to reflect this transaction and remove remediation requirements associated with the space.
- D49 agrees to provide RMCA and Pony Tracks owners with letter to assume RMCA responsibilities for vacating space at Pony Tracks Facility.
- This is in D49's best interest to (1) acquire the HMS modular space and (2) use our resources to refurbish pony tracks facility according to D49 needs for intended use.



# Post-Election Options Pony Tracks space & PPCC:



- D49 would own the facility and be responsible for facility maintenance, upkeep, upgrades, security, etc..
- PPCC is interested in making their operation as 'turn-key' as possible. This will result in base rent definition and identification and then additional services.
- PPCC desires an initial three year term with two 2-year options.
- D49 has identified three scenarios for specifically identified space.
- D49 desires to facilitate PPCC programs, particularly for the benefit of our concurrent enrollment students and to also keep ability and flexibility for D49 programs and periodic use of the facility.
- Standard state contract structure and language will be used.

# El Paso County School District 49

## PPCC leased space scenario

### Scenario 1 - 10 classrooms on 1st floor, east side

		square feet			
10 classrooms	office	536			
	(1)	373			
	(2)	758			
	(3)	520			
	(4)	455			
	(5)	520			
	(6)	455			
	(7)	511			
	(8)	457			
	(9)	536			
	(10)	360	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>
	548.10	5,481	15.00	82,215	6,851.25
	avg. sq ft.				
2 dedicated hallways	(1)	391			
	(2)	618	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>
		1,009	15.00	15,135	1,261.25
specific					
shared space	bathrooms	426			
	b/r hallway	280			
	electrical & storage rm	213	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>
		919	4.25	3,906	325.48
			<u>op costs</u>	<u>ann. cost</u>	<u>monthly</u>
subtotal specifically priced		7,409	5.19	38,421	3,201.75
			<u>op costs</u>	<u>ann. cost</u>	<u>monthly</u>
general allocated space		2,591	5.19	13,436	1,119.68
total space assumed		10,000	15.31		12,759.41
			melled cost/sq f		monthly cost

slightly over cost

PT - Water/Sewage	13,000
PT - Natural Gas/Heat	6,000
PT - Electricity	22,500
total utility est.	41,500
total square ft	35,000
utility / sq ft	1.19

custodial coverage	100,000	salary & supplies
grounds coverage	40,000	salary & supplies
total utility est.	140,000	
total square ft	35,000	
cust&maint / sq ft	4.00	

		annual cap lease		
total building sq ft	35,000	349,560.00	9.99	acq cost
% PPCC	29%		5.19	op cost
PPCC utilized sq ft	10,000		15.17	annual cost per sq ft



# **El Paso County School District 49**

PPCC leased space scenario

Scenario 2 - entire upstairs = 12 classrooms on 2nd floor, office space

		<u>square feet</u>			
12 classrooms	office	546			
	(1)	407			
	(2)	689			
	(3)	645			
	(4)	630			
	(5)	534			
	(6)	587			
	(7)	528			
	(8)	585			
	(9)	807			
	(10)	564			
	(11)	640			
	(12)	303	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>
	622.08	7,465	12.00	89,580	7,465.00
	avg. sq ft.				
dedicated hallways	(1)	2,485			
	(2)	-	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>
		2,485	12.00	29,820	2,485.00
dedicated space	bathrooms 1	426			
	bathrooms 2	300			
	electrical & storage rm	418			
		1,144	12.00	13,728	1,144.00
			<u>ann. cost</u>	<u>monthly</u>	
subtotal specifically priced		11,094	5.19	57,530	4,794.19
			<u>ann. cost</u>	<u>monthly</u>	
general allocated space		3,906	5.19	20,255	1,687.95
total space assumed		15,000	14.06		17,576.14
			melded cost/sq f		monthly cost
requires D49 to leverage					
PT - Water/Sewage	13,000				
PT - Natural Gas/Heat	6,000				
PT - Electricity	22,500				
total utility est.	41,500				
total square ft	35,000				
utility / sq ft	1.19				
custodial coverage	100,000	salary & supplies			
grounds coverage	40,000	salary & supplies			
total utility est.	140,000				
total square ft	35,000				
cust&maint / sq ft	4.00				
		<u>annual cap lease</u>			
total building sq ft	35,000	349,560.00	9.99	acq cost	
% PPCC	43%		5.19	op cost	
PPCC utilized sq ft	15,000		15.17	annual cost	
				per sq ft	

# **El Paso County School District 49**

PPCC leased space scenario

Scenario 3 - eastern half, both floors = 19 classrooms, office space on both floors

		1st floor <u>square feet</u>	2nd floor <u>square feet</u>			
19 classrooms	office	546	office	546		
	(1)	407	(1)	373		
	(2)	689	(2)	758		
	(3)	645	(3)	520		
	(4)	630	(4)	455		
	(5)	534	(5)	520		
	(6)	587	(6)	455		
	(7)	528	(7)	511		
	(8)	585	(8)	457		
	(9)	807	(9)	536		
			(10)	360		
			<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
	602.58	11,449	13.25	151,699	12,641.60	
	avg. sq ft.					
dedicated hallways	(1)	1,400				
	(2)	1,009	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
		2,409	13.25	31,919	2,659.94	
			<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
shared space	bathrooms 1+2	852				
	b/r hallways	600				
	electrical & storage rms	631	<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
		2,083	7.50	15,623	1,301.88	
			<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
subtotal specifically priced		15,941	5.19	82,665	6,888.79	
			<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
general allocated space		4,059	5.19	21,049	1,754.07	
			<u>cost/sq ft</u>	<u>ann. cost</u>	<u>monthly</u>	
total space assumed		20,000	15.15		25,246.27	monthly cost
			melded cost/sq f			
			right at cost			
PT - Water/Sewage	13,000					
PT - Natural Gas/Heat	6,000					
PT - Electricity	22,500					
total utility est.	41,500					
total square ft	35,000					
utility / sq ft	1.19					
custodial coverage	100,000	salary & supplies				
grounds coverage	40,000	salary & supplies				
total utility est.	140,000					
total square ft	35,000					
cust&maint / sq ft	4.00					
			<u>annual cap lease</u>			
total building sq ft	35,000	349,560.00	9.99	acq cost		
% PPCC	57%		5.19	op cost		
PPCC utilized sq ft	20,000		15.17	annual cost		
				per sq ft		

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**



**STANDARD – [GROSS LEASE]  
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

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LANDLORD

---

TENANT

---

LOCATION

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**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**

**STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

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**EXHIBITS:**

Exhibit A – Premises

Exhibit B – Notice of Assignment of Lease Form

Exhibit C – Tenant Improvements

Exhibit D – Commission Sharing Between Tenant and the Real Estate  
Support Services Vendor

**LEASE AGREEMENT**  
**[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed  
by the State of Colorado Attorney General and approved by the State Controller.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between \_\_\_\_\_, a  
\_\_\_\_\_ whose address or principal place of business is  
\_\_\_\_\_, hereinafter referred to as "Landlord",  
and THE STATE OF COLORADO, acting by and through the **Department**  
\_\_\_\_\_, whose address is  
\_\_\_\_\_, hereinafter referred to as "Tenant". Both Landlord and Tenant  
shall be hereinafter referred to as "Parties" to this Lease.

**WITNESSETH:**

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

**1. PREMISES, TERM, RENT.**

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at \_\_\_\_\_, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as Suite \_\_\_\_, includes approximately \_\_\_\_\_ (\_\_\_\_\_) rentable square feet; the Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of \_\_\_\_\_ or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending \_\_\_\_\_, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

	ANNUAL RENT/ RSF	REAL ESTATE PROPERTY TAXES RSF	ADJUSTED ANNUAL RENT/ RSF	MONTHLY RENT	TOTAL TERM RENT
<b>TERM DATE(S)</b>					
<b>Commencement</b>					
<b>Date -</b> _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ - _____ **	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

CRS §39-3-124 exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Prior Year Taxes of \$\_\_\_\_\_/rsf or any tax based upon real property as defined and required by Article 15 (i); when the Current Year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.

\*\*For the Term (\_\_\_\_\_, 2010 through \_\_\_\_\_, 2010) the Total Term Rent has been reduced by a rent credit equal to \$\_\_\_\_\_ per Exhibit D.

The Premises is to be used and occupied as **general office use** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11, Fiscal Funding and Article 12, Federal Funding, herein.

If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

## 2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the \_\_\_\_\_ submarket. The services shall include but not necessarily be limited to the following:

### 1) Services to Premises.

(i) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises;

(ii) Landlord shall provide Building standard janitorial services. Janitorial services five (5) times per week, including interior and exterior window washing (exterior window washing a minimum of two (2) times per year);

(iii) Electric power as supplied by the local utility company. Tenant shall be entitled to its pro rata share of the base Building's electrical capacity for each floor on which Tenant occupies space;

(iv) Replacement of Building standard fluorescent tubes, light bulbs and ballasts as required from time to time as a result of normal usage.

### 2) Building Service.

(i) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(ii) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(iii) Snow removal, sidewalk repair and maintenance, landscape maintenance and trash removal services;

(iv) HVAC, lighting, electric power, domestic running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

(v) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;

(vi) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

### 3) Maintenance, Repair and Replacement.

(i) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2. (A) 1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

### 4) Additional Services.

(i) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting or leaking of the foundation or of any other structural aspect or system of the Building.

(ii) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant.

### (B) Tenant Provided Services: None.

3. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. **WORK REQUIREMENTS.** All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit C, attached hereto and made apart hereof.

### 5. **LANDLORD'S REPRESENTATIONS.**

#### (A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regards to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall not assign this Lease and shall not sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered untenable or unfit for Tenant's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially untenable or partially unfit for Tenant's purposes, either Party may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the other Party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** Tenant shall become a month-to-month tenant if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As prescribed by State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the



laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

Tenant:

With a copy to:

Office of the State Architect  
Real Estate Programs  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge CRS §39-3-124(1)(b), effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or

amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

Tenant's Monthly Rent obligation, per Article 1 (B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:

- i. Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the Current Year Taxes. If the Current Year Taxes **(Insert Current Year - Example (2013))** are not yet available the Prior Year Taxes **(Insert Prior Year - Example (2012))** shall be used as an estimate until the Current Year Taxes are available. This credit shall be reconciled upon the availability of the Current Year Taxes; and
- ii. Beginning at the availability of the Current Year Taxes Tenant shall receive an on-going credit against its Monthly Rent based upon the Current Year Taxes.

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS §24-10-101, et seq., and CRS §24-30-1501, et seq., All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) **Landlord Insurance.** Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self insured in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, CRS §24-30-1501, et seq.

**19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.**

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26 B) (iii) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

**20. COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State-owned building for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to the termination date. Tenant shall not be liable to further perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

**21. INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly

set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

## 22. NO VIOLATION OF LAW.

(A) CRS §18-8-301, et seq. and CRS §18-8-401, et seq. The signatories hereto aver that they are familiar with CRS §18-8-301, et seq., (Bribery and Corrupt Influences) and CRS §18-8-401, et seq., (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) CRS §24-76.5-101. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United State pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Lease.

## 23. COLORADO SPECIAL PROVISIONS

(A). CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C). CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and CRS §24-50-507. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. **BROKER REPRESENTATION:** Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting, as a Tenant Agent on behalf of the State of Colorado

in this transaction, will receive a leasing commission by separate agreement with \_\_\_\_\_.

## 25. GENERAL PROVISIONS

A Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

B. Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

C. Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

D. Counterparts. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### G. Modification.

i. By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

ii. By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

H. Order of Precedence. The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The remaining provisions of the main body of this Lease,
- iii. Exhibit A,
- iv. Exhibit B,
- v. Exhibit C, (where applicable)
- vi. Exhibit D, (where applicable)

I. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is

declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

J. **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

K. **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

L. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

M. **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

26. **ADDITIONAL RENT.** None

27. **ADDITIONAL PROVISIONS.** None

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**

**TENANT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
The Department of

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Name (Print) Title (Print)

Date: \_\_\_\_\_

**REAL ESTATE PROGRAMS**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
Office of State Architect, For the Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
For the Executive Director

By: \_\_\_\_\_  
State Risk Manager

Date: \_\_\_\_\_

**LEGAL REVIEW**

DEPARTMENT OF LAW  
Cynthia Coffman, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PREMISES**



EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE  
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Tenant

[Tenant]  
[Tenant's Address for Notice  
(See Art. 13 of Lease)]

Re: Lease for: \_\_\_\_\_,  
dated \_\_\_\_\_,  
\_\_\_\_\_, Landlord

[Lease Address  
(See Art. 1 of Lease)  
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on \_\_\_\_\_  
\_\_\_\_\_ [date], the Lease was assigned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Name/Address of New Landlord], the "New  
Landlord." The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]:  
\_\_\_ Assignment and Assumption of Lease; \_\_\_ Deed \_\_\_\_\_ [Type of Deed]; \_\_\_ Other [Specify] \_\_\_  
\_\_\_\_\_; dated, which document is attached and made part hereof.

Tenant's rental obligations after \_\_\_\_\_ (date) should be paid to the New Landlord  
at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The signatory below affirms the information provided in this Notice is true and acknowledges the  
New Landlord has assumed the obligations of Landlord under the Lease.

By: \_\_\_\_\_  
LANDLORD

By: \_\_\_\_\_  
NEW LANDLORD

Enclosures

## EXHIBIT C TENANT IMPROVEMENTS

(A) **Construction by Landlord.** Landlord, at Landlord's sole cost and expense, shall provide Tenant leasehold improvements ("Tenant Improvements") sufficient to build out the Premises 'turn-key' in accordance with mutually agreed upon pricing plans (the "Pricing Plans") which shall include, but not be limited to, hard and soft construction costs; building code compliance as mandated by local authorities; building standard window blinds; full architectural, mechanical, electrical, plumbing, and engineering drawings and construction documents; electrical wiring and data/phone wiring; mechanical alterations; move costs; no construction management, coordination fees or other "mark ups" on Tenant Improvements shall be charged by or payable to the Landlord. As part of such costs, Tenant may work with \_\_\_\_\_ for space planners/architects employed by Landlord or choose their own space planner/architect with Landlord's reasonable consent. Landlord shall use its best efforts to complete construction of the Tenant Improvements and cause the Lease to commence by \_\_\_\_\_.

The Tenant Improvements are estimated not to exceed \_\_\_\_\_ and \_\_\_/100 dollars (\$ \_\_\_\_\_.00) (the 'Tenant Improvement Allowance'). If the cost for the Tenant Improvements is less than \$\_\_\_\_\_/RSF, Landlord shall make the balance available during the term of the Lease to pay for additional Tenant Improvements to the Premises; or, as a rent credit, to be applied toward the first month's rent and continue until exhausted. Also, five and 00/100 dollars per rentable square foot (\$5.00/rsf) of the Tenant Improvement Allowance can be used for moving, phone system and information systems infrastructure and phone/data cabling, security and furniture costs.

Parties acknowledge the Landlord and Tenant have mutually selected an architect satisfactory to the Parties ("Landlord's Architect"). If, at any time, it becomes necessary to engage a new architect, Landlord shall first obtain Tenant's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall ensure that full architectural, mechanical, electrical, plumbing, and engineering drawings and construction documents are produced for the Tenant Improvements, which shall be submitted to Tenant for its approval. At a minimum, Landlord will implement those building construction standards mandated by local building code. Tenant shall have ten (10) business days from receipt of the plans for the Tenant Improvements and specifications for the construction of the Tenant Improvements to approve the plans and specifications or provide written comments or objections thereto. Any such approval shall not be unreasonably withheld, conditioned, or delayed.

Landlord or Landlord's Architect shall obtain three (3) separate bids for construction of the Tenant Improvements and will work with Tenant on an "open-book" basis. Tenant shall have the right to approve up to one (1) general contractor on the bid list. Tenant and Landlord shall mutually select the acceptable bidder to construct the Tenant Improvements. Landlord shall be responsible for contracting for the work on a not-to-exceed basis, approved in writing by the Tenant and managing the general contractor's performance. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. All work shall be performed in a good and workmanlike manner free of defects, shall strictly conform to the Tenant Improvements and comply with law, including the Americans with Disabilities Act.

Landlord shall provide all utilities, including electrical, HVAC, water, etc., during the construction of the Tenant Improvements at no cost to Tenant.

(B) **Tenant's and Landlord's Authorized Representatives.** In connection with the requirements of this Exhibit C, Landlord and Tenant agree that Tenant and Landlord shall act only through its respective authorized representative ("Tenant's Authorized Representative" and "Landlord's Authorized Representative") for all inquiries, requests, instructions, correspondence, approvals or communications with respect to said Tenant Improvements. Landlord may only rely on all

approvals, requests, instructions or other information obtained from Tenant's Authorized Representative and Tenant may only rely on all approvals, requests, instructions or other information obtained from Landlord's Authorized Representative.

Tenant's Authorized Representative shall be:

\_\_\_\_\_  
**State of Colorado**  
Department of \_\_\_\_\_  
\_\_\_\_\_, CO 8\_\_\_\_\_  
( \_\_\_\_\_@state.co.us)

Landlord's Authorized Representative shall be:

\_\_\_\_\_  
\_\_\_\_\_  
( \_\_\_\_\_@\_\_\_\_\_)

Either Tenant or Landlord may change its Authorized Representative by written notice to the other given in accordance with the notice requirements of this Lease.

(C) **Field Change Orders.** If Tenant requests any change to the Tenant Improvements, then Tenant shall submit a written request to Landlord ("Tenant's Request"). After receiving Tenant's Request, Landlord shall cause its architect to prepare such plans and specifications to incorporate Tenant's Request into the Tenant Improvements and prepare a proposed field change order ("FCO") as soon as reasonably possible thereafter. The FCO shall set forth all additional charges or credits resulting from Tenant's Request (the "Stipulated Sum"). The Stipulated Sum shall be formulated using the actual cost of the design work and the cost of the work from the subcontractors less any savings attributable to changing the work specified on Exhibit \_\_\_\_\_. Landlord shall not proceed with any work that is the subject of a Tenant's Request and detailed in a proposed FCO until Tenant and the State Controller or his designee have approved the FCO in writing. The Tenant and the State Controller or his designee shall have five (5) business days after receipt of an FCO (or a revised FCO, as applicable) to approve the FCO or provide written comments or objections thereto to Landlord. Tenant shall be responsible for any and all delays in construction caused by Tenant's approved FCO provided that Landlord shall use commercially reasonable efforts and diligently pursue the completion of the work associated with such FCO. Each FCO approved by Tenant will be the sole responsibility of Tenant and shall be due and payable by Tenant within ninety (90) days from the date of receipt by Tenant of Landlord's invoice for such costs, which shall only be issued following Substantial Completion (defined below) of construction of the Tenant Improvements or completion of the work associated with such FCO, whichever is later.

(D) **Substantial Completion.** Substantial completion of the Tenant Improvements shall occur upon the following: (i) Landlord's Architect deems the Premises substantially complete and in conformance with the Tenant Improvements as described in the Pricing Plans; (ii) Landlord has obtained all required approvals, if any, for Tenant's occupancy from all state, county and/or municipal agencies; (iii) Tenant has provided written acceptance of the Tenant Improvements and the condition of the Premises, subject to the "Punch List" as herein after described; and (iv) all systems and services to be furnished by Landlord pursuant to the terms and conditions of the Lease are in operation, ("Substantial Completion"). The Landlord shall provide Tenant written notice when Landlord deems Substantial Completion has occurred. The Parties shall jointly

execute a document acknowledging the Commencement Date, as defined in Article 1 of this Lease.

**Punch list:** Within three (3) business days after Tenant's receipt of Landlord's notification of Substantial Completion, Tenant and Landlord shall perform an inspection of the Premises and shall jointly prepare a written punch list of deficient items, undiscovered defects or additional work, if any ("Punch List"). Completion of the final Punch List shall be subject to Tenant's approval. In the event Landlord does not complete all Punch List items within thirty (30) days of the date the Punch List is prepared (except for those Punch List items that cannot reasonably be completed within thirty (30) days, provided Landlord commences construction of Punch List items and diligently pursues the same to completion). Tenant's monthly rent shall be reduced, on a per diem basis, by 10% until all Punch List items have been completed.

(E) Notwithstanding any other provision of this Lease, if Substantial Completion has not occurred within one hundred twenty (120) days from the date this Lease is fully executed, then Tenant may terminate this Lease without penalty; however, if Landlord is delayed by Tenant's acts or failure to act or requests for change orders, or for delays due to an occurrence of an event of force majeure, casualties, acts of God, strikes, shortages of labor or materials or other causes beyond the reasonable control of Landlord (collectively, "Excused Delays"), then the above-referred to one hundred twenty (120) day period for Landlord's performance of Substantial Completion of the Premises shall be automatically extended for the same amount of time Landlord is delayed

Landlord acknowledges and agrees that Tenant, its agents, employees, and contractors shall be granted access to the Premises after the Lease has been fully executed by all Parties including the State Controller, or delegate, in coordination with the Landlord's contractors during the construction and installation of the Tenant Improvements for the sole purpose of wiring the telephone and computer systems; installing card reader systems and other security devices; and installing conference room(s) audio/visual systems and installing furniture systems, if applicable. Notwithstanding the foregoing, Landlord may withdraw such permission to enter the Premises prior to the Substantial Completion date at any time Landlord reasonably determines that such entry by Tenant is causing a dangerous situation for Landlord, Tenant or their respective contractors or employees, or if Landlord reasonably determines that such entry by Tenant is hampering or otherwise preventing Landlord from proceeding with the completion of the Tenant Improvements. All terms of this Lease, except the obligation to pay rent, shall apply and be in effect on and after the day that Tenant is given access to the Premises.

**EXHIBIT D**

**COMMISSION SHARING BETWEEN THE TENANT  
AND THE REAL ESTATE SUPPORT SERVICES VENDOR**

Pursuant to the contract for Real Estate Support Services between Jones Lang LaSalle and the State dated July 1, 2009. Landlord and Tenant acknowledge that in consideration of Jones Lang LaSalle acting as a Tenant Agent on behalf of the State of Colorado in this transaction, will receive a leasing commission of \$\_\_\_\_.00 of which 25% (\$\_\_\_\_\_) will be credited to Tenant as shown in Article 1(B) of the Lease and 75% of the leasing commission (\$\_\_\_\_\_) shall be remitted to Jones Lang LaSalle upon the full execution of this Lease.