



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**Board of Education Agenda
Lake City Community School
June 16, 2016, 5:30 pm in the Library**

- A. Call meeting to order, pledge of allegiance and roll call.
- B. Reading and approval of minutes from May 19, 2016 Board meeting and June 2, 2016 Budget Public Hearing
- C. Requests from audience for presentation(s) related to agenda items
- D. Modifications to agenda.
- E. Approval of agenda.
- F. Speakers: none
- G. Community Communications (Non-agenda items)
- H. Committee Reports
 - 1. Accountability Committee Report:
 - 2. Preschool Committee Report:
 - 3. Student Representative Report:
 - 4. PTSA Report:
 - 5. Facility Committee Report:
- I. Discussion Items
 - 1. Discuss Wee Care Sublease
 - 2. Discuss Welborn and Associates work
 - 3. Discuss Happy House Lease
 - 4. Discuss Superintendent's Internal Report on EL 3, 6, 8, 11, 14, 15
- J. Executive Session to consider personnel matters (C.R.S 24-6-402 (4) (f)).
- K. Action Items
 - 1. Consent Agenda: none
 - 2. Policy Proposals and Amendments
 - i. DP-8 Board Cohesiveness and Leadership – 2nd Reading
 - ii. DP-9 Facilities – 1st Reading
 - 3. Consider approval of Amendment to Superintendent's Contract
 - 4. Consider approval of 2016-2017 Budget
 - 5. Consider approval of Wee Care Sublease
 - 6. Consider approval of Happy House Lease
 - 7. Consider approval of overnight trip: HS Boys and Girls Basketball Camp, CMU, Grand Junction June 13-16
- L. Superintendent's Report
- M. Board Chairman/Directors' Reports:
 - 1. Tara 2. Rob 3. Bill 4. Elizabeth 5. Phillip
- O. Review and approval of bills and monthly financial reports.
- P. Board Self-Assessment
- Q. Next Meeting – July Workshop: none; Meeting: Thursday, July 21, 2016 @ 5:30 in the Library
- R. Adjournment



HINSDALE COUNTY SCHOOL DISTRICT RE-1

**HINSDALE COUNTY SCHOOL DISTRICT RE-1 BOARD OF EDUCATION
RECORD OF PROCEEDINGS
May 19, 2016 Minutes**

President Tara Hardy called the meeting of the Board of Education to order. Roll call was taken; other members present were Rob Hudgeons, Elizabeth Stuntz and Phillip Virden. Bill Reinhardt attended by phone. Superintendent Dr. Leslie Nichols was also present.

Rob Hudgeons made the motion to approve the minutes from the April 28, 2016 Board meeting and the May 5, 2016 Special Meeting. Phillip Virden seconded the motion. Roll call vote; all yes.

Request from Audience for presentations related to agenda items: none

Modifications to the agenda: none

Approval of Agenda: ***Rob Hudgeons made the motion to consider approval of agenda. Elizabeth Stuntz seconded the motion. Roll call vote; all yes.***

Speaker: none

Community Communications: none

Committee Reports:

1. Accountability Committee: We received a "Spring Report" from CDE which is a draft of the new accountability system report.
2. Preschool Committee: No report
3. Student Representative Report: Junior Molly Stuntz reported about the busy end of year activities at LCCS: MS/HS Academic and Athletic Awards Nights, Pasta Fundraiser, NHS/NJHS Break-Fast Fundraiser, HS Knowledge Bowl, HS State Track, Finals Week, Boat Races, Graduation, Visiting Poet and Opera Colorado.
4. PTSA Report – No report
5. Facility Committee Report: Welborn & Associates interviewed Leslie and Sandy Hines about issues from the last year's bond. Happy House Update: Rob Hudgeons will secure a Building Permit to begin work on the following: bathroom renovation, painting, flooring and a new bedroom window that will meet residential egress codes. Kenny Athey will be able to begin painting in June. Labor for the renovation might be provided by employees of Rob Hudgeons' construction company. If this occurs, Rob Hudgeons will abstain from action item votes concerning the Happy House renovation.

Discussion Items:

1. Discuss 2016-2017 Budget (draft 4) – Business Manager Susan Thompson led the Board through Draft 4 of the budget.
2. Discuss Preschool Annual Review – Carolyn Wright, Pre-K/Kindergarten Teacher, will not be returning. Starting with the 16-17 school year, Kindergarteners will stay with First Grade all day at Mrs. Willette's request. How this affects the Preschool teacher position will be discussed further at the June 2, 2016 workshop. The Board values Early Childhood as a vital piece of education.
3. Discuss staff changes – Andrew Koziuk will be leaving. Openings have been posted on CDE's Teacher Recruitment Site. Exit interviews with staff that are leaving would be a good tool – informal or formal
4. Discuss Staff Appreciation Breakfast Monday, May 23 at 8:00am – Will be held at CLIMB restaurant.

5. Discuss Graduation – All Board members will be able to attend graduation on Saturday, May 28, 2016.

Executive Session: none

Action Items:

1. Consent Agenda: none
2. Policy Proposals and Amendments
 - a. DP-8 Board Cohesiveness and Leadership – 1st Reading
3. Consider approval of Happy House Lease – Postponed until June 2, 2016 Workshop

Superintendents Report – No report

Board Chairman/Directors Report:

1. Tara Hardy – Summer Youth Program, ages 6-12, June 13-17 at LCCS and Last day of school activities from 4-5:30 at the Armory.
2. Rob Hudgeons – Received feedback from a community member about the past bond issue.
3. Phillip Virden – Feedback from the Visiting Poet was very positive and scheduling this event right after testing was well-timed.

Review and Approval of Bills and Monthly Financial Report:

1. ***Rob Hudgeons made the motion to consider approval of the bills and monthly financial reports. Phillip Virden seconded the motion. Roll call; all yes.***

Board Self-Assessment: none

Next Meeting: Workshop and 16-17 Budget Public Hearing: Thursday, June 2, 2016 @ 5:30 in the Library; and Meeting: Thursday, June 16, 2016 @ 5:30 in the Library

Adjourned by consensus

Board of Education President

Board of Education Vice-President



HINSDALE COUNTY SCHOOL DISTRICT RE-1

Hinsdale County School District RE-1 Board of Education

Record of Proceedings

Thursday, June 2, 2016

2016-2017 Budget Public Hearing

President Tara Hardy called the meeting of the Board of Education to order at 5:34. Other members present were Rob Hudgeons, Bill Reinhardt and Phillip Virden. Superintendent Dr. Leslie Nichols was also present.

Tara Hardy asked for public comments on the 2016-2017 Budget.

Sally Moore was in the audience.

No public comments were made concerning the 2016-2017 Budget.

President Tara Hardy adjourned the meeting at 5:35.

Board of Education President

Board of Education Vice-President

SUBLEASE

This Sublease is effective this 1st day of July, 2016, by and between **Wee Care in Lake City, Inc.** (“sublessor”), whose address is P.O. Box 56, Lake City, CO 81235, to and in favor of **Hinsdale County School District RE-1** (“sublessee”), whose address is P.O. Box 39, Lake City, CO 81235, and is acknowledged and agreed to by the **Board of County Commissioners of Hinsdale County, Colorado** (“lessor”).

Section I. Demise and Use

Sublessor leases to sublessee, and sublessee leases from sublessor, one classroom for pre-school purposes, as more particularly described in Section II below.

Section II. Description of Space

The premises subject to this Sublease consists of one classroom located in the Wee Care building located at 425 Henson St., Lake City, Colorado 81235.

Section III. Hinsdale County Lease

Sublessor represents that it holds a lease from the Board of County Commissioners of Hinsdale County, Colorado, referred to herein as lessor, which was dated March 10, 2010, and which shall be in existence until March 17, 2059, but subject to applicable Colorado law, a copy of which is attached hereto and is incorporated herein by this reference (“Lease”).

Section IV. Quiet Enjoyment

If sublessee performs the terms of this Sublease, sublessor warrants that sublessee will have quiet enjoyment and peaceful possession of the space leased, and that it will defend sublessee in such quiet enjoyment and peaceful possession during the term of this Sublease without interruption by sublessor.

Section V. Sublessor To Pay Lease Rent

Sublessor agrees to pay rent reserved in the Lease and to perform and observe the tenant’s covenants and stipulations contained in it.

Section VI. Term of Sublease

The term of this Sublease shall be July 1, 2016 – June 30, 2017.

Section VII. Sublease Rent

Sublessee agrees to pay to sublessor as rent for the premises an annual rent of \$3600.

Section VIII. Option to Renew

Subject to sublessor's ability to keep the Lease in effect for the remainder of its term or through extension or renewal, sublessee is granted the option of extending and renewing the term of this Sublease for additional 1-year periods with rental to be agreed on between sublessor and sublessee. This option must be exercised by sublessee before the beginning of the last calendar month of the term of this Sublease, and shall be exercised by written notice to sublessor.

Section IX. Holdover

Any holdover at the expiration of this Sublease with sublessor's consent shall be on a month-to-month basis, which tenancy may then be terminated as provided by the laws of the State of Colorado. During the holdover tenancy, sublessee agrees to pay monthly to sublessor the same rate of rental as in effect at the time of the termination and agrees to be bound by the terms of this Sublease insofar as they are applicable.

Section X. Sublessee to Comply with Lease Terms; Indemnity to Lessor

Sublessee agrees to perform and observe the covenants, conditions, and terms of the Lease on the part of the lessee to be performed and observed, except the covenant for the payment of rent reserved in the Lease, and to indemnify lessor against all claims, damages, and expenses arising out of nonperformance or nonobservance of such covenants, conditions, and terms.

Section XI. Services and Utilities

At no additional expense to sublessee, it shall receive as a part of the rental consideration the services and utilities as set forth in Section 7 of the Lease between Hinsdale County (Landlord) and Wee Care in Lake City (Tenant) which states: 7. UTILITIES. The Tenant shall be responsible for the prompt payment of any and all utilities associated with the premises including, but not limited to, sewer, electricity, gas, telephone, water and refuse removal. and to include a weekly cleaning of floors and bathroom as well as grounds maintenance including lawn care and snow removal.

Section XII. Use for Classroom Purposes

The premises and space subleased in this agreement are to be used for preschool classroom purposes and for no other purpose without first obtaining the written consent of the sublessor and lessor.

Section XIII. No Waste, Nuisance, or Illegal Use

Sublessee shall not commit waste on the leased premises, nor maintain, commit, or permit a nuisance on the premises, or use the premises for an unlawful purpose. Sublessee shall conform to all applicable laws and ordinances respecting the use and occupancy of the space sublet herein relating to matters not covered elsewhere in this Sublease, provided that it shall not be required to make alterations, additions, or improvements to the premises in order to conform with such laws and ordinances.

Section XIV. Alterations, Additions, and Improvements

Sublessee shall not make alterations, additions, or improvements on the premises without first obtaining the written consent of sublessor and lessor. All alterations, additions, and improvements that shall be made shall be at sublessee's expense, shall become lessor's property, and shall remain on and be surrendered with the premises as a part of the premises at the termination of this Sublease without disturbance, molestation, or injury. Nothing contained in this paragraph shall prevent sublessee from removing all office machines and equipment and trade fixtures customarily used in its business.

Section XV. Liens

Sublessee shall keep the leased premises free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by sublessee, including mechanics' liens.

Section XVI. Signs

Sublessee covenants and agrees that no signs or symbols shall be placed in the windows or doors of the premises, or on any exterior part of the building without the sublessor's and lessor's prior written approval. Any sign or symbol placed on the exterior of the building or in the windows or doors of the building so as to be visible from the street, that is not satisfactory to sublessor or lessor, shall be removed immediately on demand by sublessor or lessor and if not so removed within 72 hours will constitute a breach of this Sublease.

Section XVII. Access for Inspection and Repairs

Sublessee shall allow lessor and sublessor, and their agents, free access at all reasonable times to the premises sublet for the purpose of inspecting or of making repairs, additions, or alterations to the premises or any property owned by or under the control of lessor or sublessor.

Section XVIII. Access to Lavatories

Sublessor agrees that sublessee and its employees and students shall have use of the lavatories situated in the building.

Section XIX. Repairs and Maintenance

Subject to the lessor's obligations under the Lease, sublessor, unless specified to the contrary in this Sublease, shall maintain the premises subleased in good repair and tenantable condition during the continuance of this Sublease, except in case of damage arising from the act or negligence of sublessee or its agents or students.

Section XX. Public Liability Insurance

It is agreed that sublessor shall keep the premises sublet insured against public liability, and that the insurance policy shall be so written as to insure the lessor, sublessor and the sublessee. Sublessee, by this agreement, shall obtain and carry throughout its use of the premises fire and extended coverage property insurance on all items of personal property and fixtures located upon the premises and public liability insurance single limit coverage of at least \$300,000, naming the lessor and sublessor as co-insureds and shall promptly provide the lessor and sublessor with copies of said policy.

Section XXI. Damage or Destruction by Fire, War, or Acts of God

In the event that the premises subleased are rendered untenable in whole or in substantial part as result of destruction or damage by fire, acts of war, or acts of God this Sublease shall cease, provided, nevertheless, that the lessor shall have the option of rebuilding or repairing the premises if it elects so to do and gives written notice of such election to rebuild or repair to the sublessor within 90 days after such damage or destruction. If lessor elects to rebuild or repair the premises and does so without unnecessary delay, sublessee shall be bound by the terms of this Sublease, except that during the period of repair or rebuilding, the rent under this Sublease shall be abated in the same proportion as the portion of the premises rendered unfit for occupancy. Sublessee shall have the right to declare this Sublease terminated when more than 90

days after the destruction or damaging of the premises as shall have elapsed without the lessor having elected to repair or rebuild.

Section XXII. Waiver of One Breach Not Waiver of Others

Waiver of one breach of a term, condition, or covenant of this Sublease by any party to this Sublease shall be limited to the particular instance and shall not be construed as a waiver of past or future breaches of this Sublease or other terms, conditions, or covenants.

Section XXIII. Default by Lessor or Sublessor

If lessor fails and neglects to perform the Lease, or if sublessor fails to perform the Lease or this Sublease, sublessee may, on reasonable notice in writing of not less than 30 days, terminate this Sublease.

Section XXIV. Termination and Re-Entry by Sublessor on Sublessee's Default

If sublessee abandons or vacates the leased premises or is dispossessed for cause by sublessor before the termination of this Sublease, or any renewal of this Sublease, sublessor may, on giving 30 days' written notice to sublessee, declare this Sublease forfeited and may then make reasonable efforts to relet the premises.

Section XXV. Applicable Law

Colorado law shall be used in interpreting this Sublease and in determining the rights of the parties under it.

Section XXVI. Disposition of Fixtures and Personal Property at Termination of Lease

All alterations, additions, and improvements made by sublessee in accordance with this Sublease, affixed to the premises, shall become lessor's property, and shall be surrendered with the premises as a part of the premises. Sublessee may remove all personal property, trade fixtures, and office equipment, whether attached to the premises or not, provided that it may be removed without damage to the building or premises. All holes or damage to the building or premises caused by removal of such items shall be repaired and restored by sublessee promptly after removal of the property. Sublessee shall be entitled to remove any electrical service connections installed by it which were designed specifically for the operation of electronic computing equipment.

Section XXVII. Notices

Except where otherwise required by statute, all notices given pursuant to the provisions of this Sublease shall be in writing, addressed to the party to whom the notice is given, and sent by registered or certified mail to the mailing address of the party as first stated above.

Section XXVIII. Binding Effect on Heirs, Successors, and Assigns

The terms, conditions, and covenants of this Sublease shall inure to and be binding on the heirs, successors, administrators, executors, and assigns of the parties to this Sublease, except as otherwise provided in the Sublease.

Section XXIX. No Assignment or Second Sublease Without Consent

Sublessee shall not sell or assign this Sublease or any part of this Sublease, or any interest in it, or re-sublet the subleased premises in whole or in part without first obtaining the written consent of sublessor and lessor. This Sublease shall not be assigned by operation of law.

WHEREFORE, the parties execute this Sublease with an effective date as first written above.

SUBLESSOR:

Wee Care in Lake City, Inc.,

By:

Signature: _____

Printed Name: _____, President

Attest:

Signature: _____

Printed Name: _____, Secretary

SUBLESEE:

Hinsdale County School District RE-1

By:

Signature: _____

Printed Name: _____, President

Attest:

Signature: _____

Printed Name: _____, Secretary

LESSOR:

Board of County Commissioners of Hinsdale County, Colorado

By:

Signature: _____

Printed Name: _____, Chair

Attest:

Signature: _____

Printed Name: _____, Clerk

Colorado Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 16th day of June, 2016, by and between Hinsdale County School District RE-1 (hereinafter referred to as "Landlord") and Emily Firsching (hereinafter referred to as "Tenant").

WITNESSETH :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Hinsdale County, Colorado, such real property having a street address of 730 N. Gunnison Ave., Lake City (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of zero DOLLARS (\$ 0), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 12 months [specify number of months or years], such term beginning on July 1, 2016, and ending at 12 o'clock midnight on June 30, 2017.
2. RENT. The total rent for the term hereof is the sum of zero DOLLARS (\$ 0) payable on the 10th day of each month of the term, in equal installments of zero DOLLARS (\$ 0) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on August 10, 2016. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of three hundred fifty DOLLARS (\$ 350) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining

Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future

advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at three hundred fifty DOLLARS (\$³⁵⁰) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall be entitled to keep no more than two (2) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of one hundred DOLLARS (\$¹⁰⁰), fifty DOLLARS (\$⁵⁰) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of twenty five DOLLARS (\$²⁵).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of

all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Hinsdale County School District RE-1

[Landlord'sName]

PO Box 39, 614 N. Silver St.

Lake City, CO 81235

[Landlord's Address]

If to Tenant to:

Emily Firsching

[Tenant'sName]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS; DISCLOSURES.

The Landlord does not know if lead-based paint is present on the premises.

[Landlord should note above any disclosures about the premises that may be required under Federal or Colorado law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____ Print: Leslie Nichols, Superintendent Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

Policy Type: Directional Policy**Board Cohesiveness and Leadership**

In carrying out the vision, mission and values of the District, the members of Hinsdale County School Board are united in their commitment to openness, respect, honesty, courage, fun and perseverance in their relationships with one another and with the community, administration, staff, teachers, students, and parents.

Areas of new or continued investigation, performance, evaluation and growth identified for this policy shall include:

1. Use of self-evaluation and reflection tools and processes to improve performance
2. Commitment to support future boards and new board members in achieving growth in the area of board cohesiveness and leadership
3. Commitment to continued annual planning/relationship building time for the board
4. Maintaining board sense of humor, interest and fun
5. Annual assessment, planning and budgeting for board member development
6. Encourage student representative participation
7. Evaluation of board member's reasons for resigning to improve screening/interviewing process for ~~new applicants~~potential appointees.

Revised 1/22/2004

Approved, 2nd reading 6/26/08

1st reading 6/25/2009

Approved, 2nd reading, 7/30/2009

1st reading as revised 5/27/2010

Approved, 2nd reading, 6/24/2010

Monitoring Method: Board self-assessment

Monitoring Frequency: Annually in January

Policy Type: Directional Policy

Facilities

We believe that a quality educational program is affected to a great extent by the environment within which it functions. The development of a quality educational program and school facilities which promote the implementation of the program go hand in hand. Therefore it is the goal of the Board to provide and maintain the facilities needed for the enrollment and the types of facilities supportive of the educational program.

Areas of new or continued investigation, performance, evaluation and growth identified for this policy shall include:

1. Delegation of the following duties to the facilities committee:
 - Providing a facility and property needs assessment annually
 - Gathering community input
 - Making recommendations to the Superintendent or Board as appropriate.
2. Fiscal responsibility to taxpayers
3. Tying facilities to mission, vision and values, as well as current research and understanding of student educational needs.
4. Plan and look for funding for facilities unique to our environment that facilitate experiential, hands on learning: research projects; athletics and physical education; and early childhood education
5. Enhance best use of facility by extending use to community
6. Ongoing evaluation of use of school property.
 - Review Facility Master Plan annually.

Revised 1/22/2004

Revised 7/27/2004

Approved 1st reading as revised 7/28/2005

Approved 8/25/2005

1st reading approved as revised 1/24/2008

2nd reading, 2/28/2008, adopted

Approved 1st reading as revised 7/22/2010

2nd reading, 8/26/2010, approved

1st reading approved as revised 7/10/2014

2nd reading approved 8/21/2014

CROSS REFS.: EL-11, School Safety

Monitoring Method: Board self-assessment

Monitoring Frequency: Annually in January

	A	B	C	D	E	F	G
1		12 MONTH FY 2016-2017	94 students PPOR \$14,989				Draft 6
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
4							
5							
6							
7		Beginning Fund Balance		1,347,225	1,268,456	1,339,370	
8		LOCAL SOURCES					
9		Property Taxes		936,556	990,000	990,000	
10		Specific Ownership Tax		68,838	72,000	72,000	
11		Tax Penalties and Interest		7,729	8,000	8,000	
12		Interest on Investments		1,628	2,000	1,900	
13		Co curricular/pupil revenue		17,868	12,500	19,750	
14		CRC			5,000		
15		All Other Local Revenue		38,417	8,115	10,115	
16			SUBTOTAL LOCAL SOURCES	1,071,036	1,097,615	1,101,765	
17		COUNTY SOURCES					
18		Forest Service (SRS)			285,046	135,000	
19			SUBTOTAL ALL LOCAL SOURCES	-	285,046	135,000	
20		STATE SOURCES					
21		State Equalization		191,047	262,703	346,966	
22		High Cost Reimbursement			19,664		
23		ELPA/At Risk		351	1,245	1,000	
24		Counselor Grant		30,000	81,500	80,000	
25		Transportation		9,931	711	500	
26		Library Grant		3,000	3,500	3,000	
27		All Other State Revenue		60	26,075		
28		E-Rate				3,500	
29		CORE/San Luis BOCES		9,885	9,885	9,885	
30			SUBTOTAL STATE SOURCES	244,274	405,283	444,851	
31		FEDERAL SOURCES					
32		Consolidated Federal Funds (ESSA)		28,432	28,737	28,737	
33		REAP		12,321	12,000	12,000	
34			SUBTOTAL FEDERAL SOURCES	40,753	40,737	40,737	
35			SUBTOTAL FY REVENUES	1,356,063	1,828,681	1,722,353	
36			TOTAL REVENUES PLUS BFB	2,703,288	3,097,137	3,061,723	
37							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
38							
39							
40							
41							
42							
43		0	0	-	-	-	
44		INSTRUCTION	0	871,730	970,255	1,054,364	
45		STUDENT SUPPORT	0	317,694	465,273	422,026	
46		DISTRICT ADMIN	0	242,940	263,901	271,675	
47		COMMUNITY SERVICES	0	2,468	15,750	8,500	
48		TRANSFER TO RESERVE	0	-	20,000	8,250	
49		TOTAL EXPENDITURES	0	1,434,832	1,735,179	1,764,815	
50		CARRYOVER	0	(78,769)	93,502	(42,462)	
51		CARRYOVER PLUS BFB	TOTAL	1,268,456	1,361,958	1,296,908	
52		0	0	-	-	-	
53							
54		PRESCHOOL					
55		Teacher Salaries		40,626	34,500	35,064	
56		Aide Salaries		6,747	7,693	7,689	
57		Substitute Salaries		340	180	200	
58		PERA		8,602	8,114	8,226	
59		Medicare		691	433	550	
60		Health Insurance		12,616	10,293	9,188	
61		Dental Insurance		505	397	340	
62		Professional Development		339	789	500	
63		Supplies and Materials		2,196	222	700	
64		Building Rent		3,600	3,600	3,600	
65			Subtotal 0040	76,262	66,221	66,057	
66							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
67		ELEMENTARY					
68		Teacher Salaries		111,366	117,500	119,233	
69		Aide Salaries		9,293	13,073	7,688	
70		Substitute Salaries		6,451	3,530	4,000	
71		Art/PE/Tech Salaries		38,417	29,347	43,909	
72		PERA		30,492	32,354	33,480	
73		Medicare		2,457	2,624	2,675	
74		Health & Dental Insurance		35,613	40,434	39,700	
75		Professional Development		2,154	4,845	2,500	
76		Supplies and Materials		5,403	20,523	6,500	
77		Field Trips		30	2,500	1,000	
78		Co-Curricular programs		60	1,559	750	
79		Tuition to Gunnison		6,990			
80			Subtotal 0010	248,726	268,289	261,435	
81							
82							
83							
84							
85		MIDDLE SCHOOL					
86		Teacher Salary		92,014	89,445	102,317	
87		Substitute salaries		5,726	6,263	3,250	
88		Art/PE/Tech Salaries		20,137	22,366	43,909	
89		PERA		20,298	21,098	29,247	
90		Medicare		1,636	1,643	1,720	
91		Health & Dental Insurance		24,076	25,717	27,790	
92		Professional Development		1,208	2,778	2,500	
93		Supplies and Materials		7,107	8,628	7,500	
94		Field Trips		2,786	6,700	5,000	
95		Co-Curricular programs		10,092	11,688	15,903	
96		Tuition Gunnison		6,990			
97			Subtotal 0200	192,070	196,326	239,136	
98							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
99							
100							
101		HIGH SCHOOL					
102		Teacher Salaries		116,191	118,509	102,317	
103		Substitutue Salaries				3,250	
104		Art/PE/Tech Salaries		19,998	29,490	43,909	
105		PERA		23,080	29,864	28,003	
106		Medicare		1,394	2,323	1,650	
107		Health & Dental Insurance		24,072	25,717	27,790	
108		Professional Development		889	1,417	2,500	
109		On-line Courses		2,800	1,313	1,500	
110		Supplies and Materials		7,140	10,742	9,500	
111		Field Trips		2,800	2,733	500	
112		DC trip expenses		199	28,192	30,000	
113		Co-Curricular Programs		36,505	32,745	34,458	
114		Tuition Gunnison					
115			Subtotal 0300	235,068	283,045	285,377	
116							
117							
118		SPECIAL EDUCATION					
119		Teacher Salary		41,990	43,843	82,142	
120		Aide Salaries		27,049	44,071	39,892	
121		Substitute Salary		1,120	1,666	1,500	
122		Student Tutor		1,521	4,624	3,500	
123		PERA		12,647	16,982	24,327	
124		Medicare		1,016	1,323	2,650	
125		Health & Dental Insurance		17,880	24,425	33,348	
126		Professional Development		1,323	-	500	
127		Supplies and Materials		1,776	3,253	3,500	
128		Prof services (Gunnison)		13,282	16,187	11,000	
129			Subtotal 2122	119,604	156,374	202,359	
130							
131			TOTAL EXPENDITURES INSTRUCTION	871,730	970,255	1,054,364	
132							
133							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
134							
135		HEALTH SERVICES					
136		Health and First Aid Supplies		129	46	100	
137			Subtotal 2123	129	46	100	
138							
139		TESTING					
140		Subscriptions (NWEA, DIBELS, ALPINE)		2,424	6,400	4,600	
141			Subtotal 2142	2,424	6,400	4,600	
142							
143		COUNSELING					
144		Counselor Salary		39,170	40,881	41,909	
145		Counselor Aide		-	7,500	7,688	
146		PERA		7,689	9,265	9,498	
147		Medicare		624	701	719	
148		Health & Dental Insurance		8,748	13,500	14,292	
149		Professional Development		470		500	
150		NHS expenses		1,009	573	2,650	
151		College Trip		3,016	500	250	
152		Supplies and Materials		2,383	9,857	1,500	
153		Counselor Grant expense		4,526	26,487	22,805	
154			Subtotal 2143	67,635	109,264	101,811	
155							
156			Total 2100 Expenditures	70,188	115,710	106,511	
157							
158		LIBRARY/TECHNOLOGY					
159		Library Salary		11,222	12,095	12,654	
160		Technology Trainer Salary		10,018	11,950	11,950	
161		PERA		2,026	2,252	4,722	
162		Medicare		162	175	357	
163		Professional Development				1,500	
164		Professional Services-on-line/ broadband		23		3,000	
165		Supplies and Materials		540	2,096	1,500	
166		Tech Budget (Hardware,Software,Site Licenses)		18,786	22,808	33,099	
167		Library Books		4,728	3,900	4,500	
168		Periodicals		324	157	250	
169			Subtotal 2222	47,829	55,433	73,532	
170							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
171							
172		FACILITY MAINTENANCE & OPERATIONS					
173		Salary		25,500	26,000	26,654	
174		Substitute Salaries			816	250	
175		PERA		4,568	4,991	5,104	
176		Medicare		370	389	386	
177		Health & Dental Insurance		2,763	9,082	9,528	
178		Public Utilities (water/sewer/trash/electricity/propane)		41,888	40,006	42,500	
179		Repairs and Maintenance Services		13,940	22,600	21,000	
180		Property Liability Insurance		10,623	8,827	9,000	
181		Copy Machine Repairs and Maintenance		3,473	10,540	4,500	
182		Telephone		5,582	7,029	7,200	
183		Supplies and Materials		14,391	8,763	5,500	
184		Groundskeeping		361	157	200	
185		Building upgrades		1,142	33,195	18,000	
186		Facility Expansion			20,734	21,931	
187			TOTAL 2600 EXPENDITURES	124,601	193,129	171,753	
188							
189							
190		TRANSPORTATION					
191		Salaries		3,444			
192		PERA		618			
193		Medicare		50			
194		Parent Reimbursement Contracts			1977	2000	
195		Supplies and Materials		205	26	50	
196		Repairs and Maintenance		16,117	19,155	22,000	
197		Vehicle Insurance		3,610	3,180	3,180	
198		Gas & Oil		12,405	8,428	15,000	
199		New Vehicle		19,900	40,346		
200		Parts & Tires		15,995	23,574	24,000	
201			TOTAL TRANSPORTATION EXPENSES	72,344	96,686	66,230	
202							
203		FOOD SERVICES					
204		Supplies and Materials		2,451	2,848	2,500	
205		Hot Lunch Purchases		281	1,467	1,500	
206			Subtotal food	2,732	4,315	4,000	
207							
208			TOTAL EXPENDITURES STUDENT SUPPORT	317,694	465,273	422,026	
209							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
210							
211							
212							
213		DISTRICT ADMINISTRATION					
214							
215		BOARD OF EDUCATION					
216		Secretary to the Board Salary (50% of Shawn)		14,798	15,487	15,877	
217		PERA		2,649	2,883	3,040	
218		Medicare		215	225	230	
219		Health & Dental Insurance		4,374	4,589	4,764	
220		Professional Development		3,028	5,913	7,500	
221		Advertising		4,390	4,816	5,000	
222		Bank Fees & Misc. Purch. Svcs.		291	570	500	
223		Supplies and Materials		21	578	500	
224		Social Functions & Miscellaneous Supplies		1,471	996	2,200	
225		Membership Dues & Fees/ CASB		3,350	2,627	3,000	
226			Sub Total BOE	34,587	38,684	42,611	
227							
228		DISTRICT EXPENSES					
229		Election Judges/Fees		-	1,968		
230		Attorney fees		2,808	2,037	2,000	
231		Auditor		4,230	9,000	9,000	
232		UNEMPLOYMENT INSURANCE COST		2,311	1,846	1,900	
233		WORKMAN'S COMP. INSURANCE COST		4,906	7,615	8,000	
234							
235			Total District Expenses	48,842	61,150	63,511	
236							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
237		SUPERINTENDENT					
238		Superintendent Salary		75,000	75,000	77,250	
239		School Secretary Salary (50% of Shawn)		14,793	15,607	15,877	
240		PERA		19,815	16,868	17,834	
241		Medicare		1,605	1,314	1,350	
242		Health & Dental Insurance		25,415	26,700	28,035	
243		Professional Development		1,305	2,507	2,000	
244		Supplies and Materials		621	1,886	1,500	
245		Membership Dues and Fees		1,028	1,670	1,700	
246			Subtotal 2321	139,582	141,552	145,546	
247							
248							
249							
250		BUSINESS ADMIN. SUPPORT SERVICES					
251		Salary		35,697	37,482	38,425	
252		PERA		6,390	6,978	7,358	
253		Medicare		518	543	557	
254		Health & Dental Insurance		8,748	9,177	9,528	
255		Professional Development			519	500	
256		Supplies and Materials		745	585	250	
257		On-line Services			2,759	3,000	
258		Treasurer's Fees		2,418	3,156	3,000	
259			Total 2510	54,516	61,199	62,618	
260							
261							
262							
263			DISTRICT ADMINISTRATION TOTAL EXPENSES	242,940	263,901	271,675	
264							

	A	B	C	D	E	F	G
2				FY 2015	FY 2016	FY 2017	6/3/2016
3				ACTUAL	PRJ ACT	PROPOSED	
265							
266		PURCHASED SERVICES					
267		CRC expenses			5,000		
268		Public Support		250	2,795	500	
269		Community Support (ski hill passes, Health Nurse, etc.)		2,218	7,955	8,000	
270			Total Purchased Services Expense	2,468	15,750	8,500	
271							
272		TRANSFER TO RESERVES					
273		Transfer to Tech Reserve			10,000	(1,750)	
274		Vehicle Replacement Reserve			10,000	10,000	
275		Building Reserve					
276		Operations and Maintenance Reserve					
277		Transfer to Activity for DC trip/\$1000 for Board discretion					
278			Total to Reserves	-	20,000	8,250	
279							
280							
281		INSTRUCTION		871,730	970,255	1,054,364	
282		STUDENT SUPPORT		317,694	465,273	422,026	
283		DISTRICT ADMIN		242,940	263,901	271,675	
284		COMMUNITY SERVICES		2,468	15,750	8,500	
285		TRANSFER TO RESERVES		-	20,000	8,250	
286		TOTAL EXPENDITURES		1,434,832	1,735,179	1,764,815	
287		CARRYOVER		(78,769)	93,502	(42,462)	
288		CARRYOVER PLUS BFB	TOTAL	1,268,456	1,361,958	1,296,908	
289							