



Sargent School District

REGULAR MEETING AGENDA BOARD OF EDUCATION

April 24, 2023 6:30 p.m.

High School Library

Sargent School District

7090 N. CR 2 E.

Monte Vista, Colorado

1. **6:30 p.m. Preliminary**
 - 1.01 Call to Order
 - 1.02 Roll Call
 - 1.03 Pledge of Allegiance
 - 1.04 Approval of Agenda
2. **Consent Agenda**
 - 2.01 Approval of Minutes
 - 2.02 Financial Reports
 - 2.03 Requisitions
3. **Community Input- to sign up for Community input please email srklecker@sargent.k12.co.us prior to meeting**
 - 3.01 Items from the Community
4. **Leadership Reports**
 - 4.01 Student Reports, Goals and Needs
 - 4.02 Staff Reports, Goals and Needs
 - 4.03 Principals Reports, Goals and Needs
 - 4.04 Assessment
 - 4.05 Board of Education
 - 4.06 Superintendent
5. **Action Item -Consideration of:**
 - 5.01 Suspend Policy CBA-Qualifications/Powers and Responsibilities of Superintendent
 - 5.02 Board Policy Revision-1st Reading -CBA- Qualification/Powers and Responsibilities of Superintendent, CBD-E- Superintendent's Contract
 - 5.03 Board Policy Revision- CASB Special Policy Update- 2nd Reading
ADD-Safe Schools, ADD-E Safe Schools Exhibit, JKA- Use of Physical

Intervention and Restraint, JKA-R- Use of Physical Intervention and Restraint- Regulation, JKA-E-1- Use of Physical Intervention and Restraint- Exhibit, JKA-E-2- Use of Physical Intervention and Restraint- Exhibit, JLCDC- Medically Necessary Treatment in School Setting, JLCDC-R- Authorizing Private Health-Care Specialist to Provide Medically Necessary Treatment in School Setting- Regulations, DJE- Bidding Procedures, GCO- Evaluation of Licensed Personnel, GCO-R- Evaluation of Licensed Personnel-Regulation, LBD- Relations with Charter Schools, LBD-R- Relations with Charter Schools-Regulation, GBGF- Federally-Mandated Family and Medical Leave, GBGF-R- Federally- Mandated Family and Medical Leave- Regulation

5.04 Employment List

5.04.1 Interim Superintendent Contract

5.04.2 2023-24 Teacher Contracts

5.04.3 2023-24 Critical Shortage Teacher Contracts

5.04.4 2023-24 Memos of Reasonable Assurance

5.04.5 Extra Duty Pay Agreement

5.04.6 Resignations

5.05 Move Maintenance Repairs to the Best Fund

5.06 Computer Lab Consulting 2023-2024 Contracts

6. Discussion Items

6.01 Review Policy GCBA-E Exhibit- Instructional Staff Salary Schedule

6.02 Review Policy GDBA-E-7 Exhibit- Principal Salary Schedule

6.03 Budget Discussion

6.04 Preschool Board

6.05 Test Scores from 4-day week vs. 5-day week

6.06 Superintendent Search

6.07 Debrief Meeting- May Agenda Items

7. Adjournment

Qualifications/Powers and Responsibilities of Superintendent (Job Description)

- TITLE:** Superintendent of Schools
- QUALIFICATIONS:**
1. Colorado Professional Administrator License
 2. Such other qualifications as the Board may find appropriate and acceptable.
- REPORTS TO:** Board of Education
- SUPERVISES:** Directly or indirectly all employees of the district.
- JOB GOAL:** To provide leadership in developing and maintaining the best possible educational programs and services.

PERFORMANCE RESPONSIBILITIES:

The superintendent of schools shall be responsible for the general management of the schools of the district under the requirements of the state and the policies of the Board. The superintendent is responsible for guiding the development of the educational objectives and programs of the school district to fulfill the educational needs of all students. The superintendent shall provide overall direction to the activities of the school district and its personnel toward the accomplishment of district goals, administer the policies of the Board, conserve the school district's assets and resources, and maintain and enhance the school district's standing in all its internal and external relationships.

The management responsibilities of the superintendent shall extend to all activities of the district, to all phases of the educational program and to all parts of the physical plant.

1. **Operations.** The superintendent shall:
 - a. Manage the work of all personnel in planning and program development and direct all activities of the school district. The superintendent may delegate these responsibilities, together with appropriate authority, but may not delegate nor relinquish the ultimate responsibility for results or any portion of accountability.
 - b. Manage the development of long- and short-range educational objectives for the improvement and growth of the school district and of educational activities in the school district.
 - c. Manage the development of the overall educational process and administrative procedures and controls necessary to the implementation of educational programs for the achievement of the educational objectives of the school district.

- d. Manage the regular and systematic evaluation, analysis and appraisal of the achievements of students and the performance of personnel in each of the educational programs or activities against stated objectives of the school district.
- e. Report to the Board the progress and status of the programs and activities of the school district.
- f. Inform the Board on all matters of major importance or significance to the activities, programs and progress of the school district.

2. Organization. The superintendent shall:

- a. Establish and maintain an administrative organization which provides for the effective management of all the essential functions of the school district.
- b. Recommend proposed revisions to the organization of the management structure, including the establishment or elimination or a revision of administrative procedures.

3. Personnel. The superintendent shall:

- a. Develop and recommend policies and programs for personnel recruitment, selection and employment; employee relations; employee benefits and services; employee safety; personnel evaluation, and salary administration for the school district.
- b. Insure the maintenance of an adequate staff of properly trained administrative and supervisory personnel throughout the school district.
- c. Recommend to the Board the selection, employment, assignment, transfer and suspension of all personnel.
- d. Supervise assigned personnel and conduct periodic evaluations and appraisals of their performance.
- e. Recommend salary increases and salary adjustments for all personnel.
- f. Develop and recommend to the Board job classifications for all new positions.

4. Finances. The superintendent shall:

- a. Direct the development of the annual budget of the school district.
- b. Review and recommend programs and supporting data for funds to be included in the annual budget of the school district.

- c. Provide for overall management of the school district's financial activities and take appropriate action to insure that expenses are kept within the approved budgetary limits of the school district.
- d. Assist principals and directors in maintaining economy and efficiency in the operation of their administrative units.
- e. Maintain an active contact and familiarization with all local, state, federal and philanthropic programs which provide or could provide financial assistance to the district.

5. Relationships. The superintendent shall:

- a. Act as executive officer for the Board.
- b. Act as professional adviser to the Board.
- c. Attend meetings of the Board with the right to comment on all issues.
- d. Prepare the agenda for all educational matters for all meetings of the Board and deliver the agenda with pertinent information on each item well in advance of the meeting.
- e. Participate in the affairs of local, state and national professional organizations.
- f. Serve as a representative of the school system and the community at meetings on the local, state and national level.
- g. Maintain a cooperative working relationship between the schools and the community and community agencies.
- h. Establish and maintain such other relationships within and outside the school district as required to carry out his/her responsibility.

Adopted: 03/27/89

Revised: 02/26/01

LEGAL REF.: C.R.S. 22-9-106(4)

Sargent School District RE 33-J, Monte Vista, Colorado

SUPERINTENDENT'S CONTRACT

AGREEMENT made this day of , 20__ , by and between the BOARD OF EDUCATION, SARGENT SCHOOL DISTRICT RE-33J ("the Board") and ("Superintendent"), ratified by a resolution adopted at the regular meeting of the Board held on and as found in the minutes of that meeting.

The Board and the Superintendent, in consideration of the promises and the covenants herein specified, agree as follows:

1. Employment

1.1 Superintendent is hereby hired and retained from July 1, 20__ to June 30, 20__, as Superintendent of Schools for Sargent School District No. RE-33J ("District").

2. Professional Responsibilities of Superintendent

2.1 Duties The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the job description (Board Policy CBA/CBC) if any, those obligations imposed by the state and federal law, and in addition to serve as the executive officer of the Board and to perform such other duties as from time to time may be assigned to the Superintendent by the Board.

2.2 Relationship to Board The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all Board meetings and District-created citizen committee meetings, serve as an ex officio member of all board committees, and provide administrative recommendations on each item of business considered by each of these groups.

2.4 Outside Activities The Superintendent shall devote full time, attention and energy to the business of the District. The Superintendent will not ordinarily be expected to perform services on weekends or legal holidays; however, the superintendent shall remain available on such days when reasonably necessary to meet the responsibilities of the position. Participation in outside activities by the Superintendent shall be subject to approval of the Board where requirements for such activities is anticipated to be substantial. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations only with the prior agreement of the Board.

3. Salary

The District shall pay the Superintendent for his services gross annual salary of \$. In accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Deductions authorized by law or board policy shall be made from the monthly installments of the salary due to Superintendent. This salary may be

increased from time to time by written addendum to this agreement signed by each of the parties hereto. It is agreed, however, that by so doing, it shall not be deemed that the Board and Superintendent have entered into a new agreement nor that the termination date of this Agreement has been in any way extended.

4. Fringe Benefits

4.1 The Superintendent shall receive 20 days of vacation annually, exclusive of regular school holidays and Saturdays and Sundays. Unused vacation may neither be accumulated nor compensated. Vacation shall be taken at such times as agreed upon by the Board and the Superintendent, provided, however, that the Board shall not unreasonably withhold such agreement.

4.2 The Superintendent shall be provided health insurance coverage under the policies carried or sponsored by the District with such coverage extending to the Superintendent and his family and being paid for entirely by the District.

4.3 The District shall pay membership fees for the Superintendent to maintain membership in the American Association of School Administrators, the Colorado Association of School Executives, and one local service organization.

5. Evaluation

5.1 The Board shall evaluate and assess in writing the performance of the Superintendent at least once during the term of this Agreement during each school year in which this Agreement continues. This evaluation and assessment shall be based upon the Superintendent's job description, and upon any goals and objectives with performance standards as agreed by the Board and Superintendent. At a minimum, this evaluation shall include a meeting between the Superintendent and the Board in January of each year of this Agreement.

5.2 At the conclusion of each evaluation, the Board and the Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of Board and the Superintendent.

5.3 In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas where the Board deems performance to be unsatisfactory. The superintendent shall have the right to make a written response to the evaluation which shall be attached to the Board's written evaluation.

5.4 The parties agree that the evaluation process established by this Agreement shall not be construed to be a prerequisite to or a condition of suspension, dismissal or termination except as otherwise provided therein.

6. Licensure

At all times during the term of this Contract, the Superintendent shall hold a Colorado Professional Administrator license. If at any time the Superintendent fails to meet this

requirement, this Agreement, without further action by either of the parties shall thereupon be automatically terminated.

7. Indemnification

7.1 Hold Harmless. The Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, action or legal proceedings brought against the superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly.

7.2 Provision of a Defense. The obligations of the District pursuant to this Section 8 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the district and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the board. In the event the District has provided a defense pursuant to this Section 8, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of his duties hereunder and within the scope of his employment or the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

7.3 Individual Liability of Board Members In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

8. Applicable Law and Policy

Notwithstanding and not as modification of any other specification or reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Agreement; and the board specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

9. Termination of Employment Contract

This Agreement may be terminated by:

9.1 Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

9.2 Disability of Superintendent. Should Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the

Superintendent's control and such disability exists for a period of more than 60 calendar days after the exhaustion of accumulated sick leave days, if any, and vacation days, if any, during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated.

If such disability continues for 180 calendar days or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Agreement upon 30 days prior written notice, whereupon the respective duties, rights and obligations of the parties shall terminate.

9.3 Discharge for Cause. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause relating to the Superintendent's duties which includes, but is not limited to, the failure to comply with the terms and conditions of this Agreement. However, the Board shall not arbitrarily and capriciously call for the Superintendent's dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the board. If the superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by the Superintendent.

9.4 Unilateral Termination by Board. The Board may unilaterally terminate this Agreement upon payment of any salary remaining due to the Superintendent under this Agreement.

9.5 Death of the Superintendent. This Agreement shall automatically terminate upon the death of the Superintendent.

9.6 Unilateral Termination by Superintendent. The Superintendent may, at his option, unilaterally terminate this Agreement in the manner permitted for chief executive offices in C.R.S. 22-63-202(2). The parties agree that C.R.S. 22-63-202(2) and any subsequent amendments thereto are incorporated into this Agreement by reference.

The superintendent agrees to pay damages to the District and Board agrees to collect or withhold damages from compensation due or payable to the Superintendent, with such damages being assessed against the Superintendent if the Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this contract, unless the Superintendent has given at least 30 days written notice to the Board on or before the first day of July that he will not fulfill the obligations of this contract during the succeeding academic year, or after the beginning of the academic year unless the Superintendent has given at least 30 days written notice to the Board to the effect that he wished to be relieved of this contract for the remainder of the year as of a certain date, and providing further that such damages shall not exceed ordinary and necessary expenses of the Board to secure the services of a suitable replacement

for the Superintendent, or 1/12 of Superintendent's salary, whichever is less. such damages shall not be withheld or payable if Superintendent has good cause for failing to provide the 30 days written notice required by this Agreement.

10. Suspension of Superintendent

The Board may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of

the District. In any case, the Superintendent shall be notified in writing of reasons for the suspension.

11. Breach of Agreement

Failure by Superintendent to fulfill the obligations set forth in this Agreement shall be considered to be a violation of the Administrator's Code of Ethics and may be reported by the Board to the appropriate state and national associations of school administrators and state educational authorities.

12. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board to:

President

Board of Education

Sargent School District RE-33J

7090 North Road 2 East

Monte Vista, CO 81144

If to the Superintendent to:

13. Miscellaneous

13.1 The Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

13.2 Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

13.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

13.4 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supercedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether written or oral.

13.5 If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in full force and effect.

14. Binding Effect

This Agreement is one for personal services to be provided the by Superintendent to District only and may not be assigned. Any compensation due and payable to the Superintendent under this Agreement shall be payable to his heirs and legal representatives in the event of his death.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, to be effective on the day and year first written above.

SUPERINTENDENT

BOARD OF EDUCATION
SARGENT SCHOOL DISTRICT RE-33J

BY: _____
President, Board of Education

ATTEST:

Secretary, Board of Education



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of School Boards

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Special Policy Update

February 28, 2023

A benefit of participation in CASB's Policy Support System

What's in this update?

- [Supportive Learning Environments for K-12 Students](#)
- [Medically Necessary Treatment in Schools](#)
- [Public School Contract Terms and Conditions](#)
- [Licensed Personnel Performance Evaluation](#)
- [Special Education Services in Charter Schools](#)
- [Family and Medical Leave Insurance Program \(FAMLI\)](#)
- [What to do with an SPU?](#)

To access the sample policies distributed with this Special Policy Update in both Word and PDF formats, [click here](#).

This SPU includes only district policies, but an SPU for BOCES policies is upcoming in early spring 2023. If applicable, please plan to review and implement these updates for your BOCES once these are released.

Supportive Learning Environments for K-12 Students

Effective May 26, 2022, the Colorado legislature passed HB22-1376, Supportive Learning Environments for K-12 Students, which made the following changes relating to school discipline, use of restraint and seclusion, data reporting and availability, enforcement authority, and school resource officers (SROs):

CDE Data Reporting and Availability

- By August 31, 2023, requires CDE to standardize the reporting method that school districts use to collect and report data relating to suspensions, expulsions, arrests, referrals, chronic absenteeism, incidents of violence, harassment, bullying, and existing safe school reporting requirements;
- By August 31, 2024, requires CDE to create publicly-accessible district profile reports including a district's chronic absenteeism rates, number of in-school and out-of-school suspensions, number of expulsions, number of students handcuffed, number of referrals and arrests, number of students physically restrained, and number of students placed in seclusion (these profiles must also include data collected relating to school climate); and
- Adds school counselors, school social workers, and school nurses to the list of professionals who must be counted and included in the CDE commissioner's annual report to the State Board, as well as expands the report to track part-time employees.

Safe School Reporting Requirements

- Updates existing safe school reporting requirements to provide that district policies requiring the principal of each school in the district to annually submit a written report to the local board be in accordance with the standardized methods identified and adopted through CDE's data standardization stakeholder process;

- Requires reports to include any disciplinary incidents involving (1) a student being willfully disobedient or openly and persistently defiant or repeatedly interfering with the school's ability to provide educational opportunities to, and a safe environment for, other students or (2) other violations of the code of conduct and discipline that resulted in documentation of the conduct in a student's record.
- In these instances, in addition to providing information on such disciplinary incidents in the compiled report, the report filing also needs to include school and district code; location of incidents; description of the behaviors that constituted the violations; interventions or de-escalation strategies attempted leading up to the incident; and descriptive information of the student or students involved in the incidents, including, but not limited to, gender, grade level, ethnicity, race, and whether the student has Section 504 accommodations or an individualized educational plan (IEP).
- Requires local school boards to annually review and submit data to CDE concerning the number and types of disciplinary incidents and the disciplinary actions taken in response to such incidents.
- CDE is then required to collect such data at the individual student level and report disaggregated student data by gender; grade level; race; ethnicity; disability; whether the student has a 504 plan or IEP; English language learner; free and reduced-price lunch; and homeless status; CDE may not report individual student data in meeting the bill's requirements.

Use of Restraints

- Amends the definition of "physical restraint" to mean the use of bodily, physical force to involuntarily limit an individual's freedom of movement for more than 1 minute.
 - If a physical restraint is more than 1 minute but less than 5 minutes, the notification requirement is a written notice to the parent on the day of the restraint; the notice must include the date, student's name, and the number of restraints that day that lasted between 1 and 5 minutes.
 - If a physical restraint is 5 minutes or more, the school administration must mail, fax, or email a written report of the incident to the student's parent no more than 5 calendar days after the use of the restraint on the student.
- By June 30, 2023, and every June 30 thereafter, requires school districts to submit the data from the annual review on the use of restraints to CDE;
- Requires CDE to make training available on the Protection of Individuals from Restraint and Seclusion Act and on CDE's rules for administration of such act to individuals certified in the use of restraint;
- Establishes CDE enforcement authority over the restraint investigation decisions;
- Prohibits an SRO or law enforcement officer (LEO), acting in the officer's official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event from using handcuffs on a student, unless there is a danger to themselves or others or unless handcuffs are used during a custodial arrest that requires transport.

Seclusion

- Require that a seclusion room, if used, have at least one window for monitoring when the door is closed. If a window is not feasible, monitoring would have to be possible through a video camera; a student placed in a seclusion room would need to be continually monitored. Further, the room would need to be a safe space free of injurious items and must not be used by school staff for storage, custodial, or office space.

SROs

- Requires the Peace Officer Standards and Training (P.O.S.T.) Board, with respect to the hiring, training, and evaluation of SROs and in consultation with stakeholders—including school board members, SROs, and others—to create a model policy for selecting SROs. CDE is required to post the model policy on its website and distribute the policy to districts and charters for consideration and possible adoption.
- The model policy must, at a minimum, require:
 - A candidate to demonstrate, whenever possible, a record of experience developing positive relationships with youth, which may include participation in youth or community policing programs;
 - A candidate to voluntarily apply to serve as an SRO;
 - The employing law enforcement agency and school district to jointly create an evaluation process to evaluate SROs; and
 - That a local board of education or superintendent may terminate a contract with an SRO based on the findings of an evaluation.

Accordingly, CASB has taken the following action and updated the following sample policies:

- CASB helped P.O.S.T. organize a task force to develop the SRO policy. The task force is in progress of developing this policy by meeting regularly and engaging stakeholder feedback.
- ADD and ADD-E Safe Schools to include information on the Department of Education's data standardization process; and
- KA, JKA-R, JKA-E-1 and JKA-E-2 Use of Physical Intervention and Restraint to change the definitions of restraint and update requirements for seclusion rooms;

Code	Topic	Description of Updates	Suggested Adoption Date
ADD	Safe Schools	Minor edits to requirements at safe schools; technical edits throughout; added informational note regarding CDE's data standardization process.	As soon as practicable.
ADD-E	Safe Schools	Edits to information required in reports in specific scenarios; technical edits throughout.	As soon as practicable.
JKA	Use of Physical Intervention and Restraint	Substantive edits to rules regarding physical intervention and restraint; aligned language to CDE's rules; technical edits throughout.	As soon as practicable.
JKA-R	Use of Physical Intervention and Restraint	Substantive edits to rules regarding physical intervention and restraint; technical edits throughout.	As soon as practicable.
JKA-E-1	Student Restraint Incident Report Form	Edits to requirements regarding timeline of reporting physical intervention incidents to parents; technical edits throughout.	As soon as practicable.
JKA-E-2	Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion	Technical edits throughout.	As soon as practicable.

Other resources

- [Rules for the Administration of the Protection of Persons from Restraint Act - Effective November 30, 2017](#)(PDF)
- [Proposed Rules for the Administration of the Protection of Persons from Restraint Act](#) (PDF)
- [House Bill 22-1376 Supportive Learning Environments For K-12 Students - Effective May 26, 2022](#)

Medically Necessary Treatment in Schools

HB22-1260, Access to Medically Necessary Services for Students was passed in the 2022 legislative session effective August 10, 2022. This bill requires administrative units (AUs) to adopt a policy that addresses how a student who has a prescription from a qualified health-care provider for medically necessary treatment (including applied behavioral analysis (ABA) therapy) receives such treatment in the school setting as required by applicable federal and state laws, including Section 504 and Title II of the Americans with Disabilities Act (ADA). This policy must be adopted by July 1, 2023, and must:

- Include a notice to the parent/legal guardian of the student that Section 504 and the ADA provide rights and protections to students to access medically necessary treatment required by the student to have meaningful access to the benefits of a public education, or to attend school without risks to the student's health or safety due to the student's disabling medical condition;
- Address the process in which a private health-care specialist may observe the student, collaborate with instructional personnel, and provide medically necessary treatment in the school setting; and
- Provide notice of a student's right to appeal the decision of an AU concerning access to medically necessary treatment in the school setting.

This policy must be publicly available on the AU's website and available to parents/legal guardians and students upon request.

Beginning July 1, 2024, and each July 1 afterward, each AU must compile and provide the total number of requests for access to a student by a private health-care specialist—and whether the access was authorized or denied—to CDE.

Beginning January 2025, and each January afterward, CDE is required to make the information reported by AUs available on its website and report the information to the House of Representatives and Senate Education Committees as part of the existing SMART presentation.

As a result of this legislation, CASB drafted a new policy and accompanying regulation.

Code	Topic	Description of Updates	Suggested Adoption Date
JLCDC*	Medically Necessary Treatment in School Setting	New policy.	As soon as practicable, at the very latest July 1, 2023.
JLCDC*-R	Authorizing Private Health-Care Specialists to Provide Medically Necessary Treatment in School Setting	New regulation.	As soon as practicable, at the very latest July 1, 2023.

Other resources

- [HB22-1260: Access To Medically Necessary Services For Students | Colorado General Assembly](#)
- [Confidentiality of Student Records Memo](#)
- [Special Education Overview - School Board Member Workbook Chapter 3](#)

Public School Contract Terms and Conditions

HB22-1252 was passed in the 2022 legislative session and applies to contracts executed on or after July 1, 2022. This bill amends certain provisions relating to public school contracts to align with an existing provision in the Procurement Code. The bill requires specified provisions to be included in a public school contract, states that a public school contract is deemed to include such provisions if they are inadvertently or otherwise omitted, and specifies that certain specified types of terms or conditions in a public school contract, including any provision that conflicts with Colorado law or rules or any provision required to be included in a public school contract, are void.

Code	Topic	Description of Updates	Suggested Adoption Date
DJE	Bidding Procedures	Updated informational note; updated legal requirements of a contract; added legal citations; technical edits throughout.	As soon as practicable.

Other resources

- [HB22-1252: Public School Contract Terms And Conditions | Colorado General Assembly](#)

Licensed Personnel Performance Evaluations

Colorado legislators passed SB22-070, Kindergarten Through Twelfth Grade Licensed Personnel Performance Evaluations, in 2022. This bill directs CDE to create rubrics for evaluating personnel who are consistently rated highly effective and for measuring the performance of licensed personnel in a limited number of specialized teacher or principal roles. CDE must also provide free evaluator training and other support for conducting evaluations.

The bill also directs the State Board to adopt rules ensuring that, for evaluations completed for the 2023-24 school year and onwards, 30% of an educator's evaluation is based on the academic growth of students (with it being permissible for up to 10% of this 30% to be based on measures of collective student academic growth) and the remainder of the evaluation is based on the educator's attainment of quality standards. Evaluations for licensed personnel who have been employed for less than one year must not include data that was created before their date of employment with the school district or BOCES.

Accordingly, CASB has updated sample Policy GCO and GCO-R.

Code	Topic	Description of Updates	Suggested Adoption Date
GCO	Evaluation of Licensed Personnel	Clarified requirements; added reporting requirements; technical edits throughout.	As soon as practicable.
GCO-R	Evaluation of Licensed Personnel	Added informational notes; technical edits throughout.	As soon as practicable.

Other resources

- [SB22-070 Kindergarten Through Twelfth Grade Licensed Personnel Performance Evaluations | Colorado General Assembly](#)
- [Fact Sheet from CDE regarding Evaluations and SB22-69 and SB22-70](#)

Special Education Services in Charter Schools

HB22-1294 was passed in 2022, effective August 10, 2022. This bill makes several changes relating to special education (sped) services in charter schools, including:

- Allowing a charter school to develop and administer an enrollment preference plan to give preference to children with disabilities (ensuring compliance with providing a FAPE in the least restrictive environment pursuant to IDEA) and allowing a charter school to allow parents to voluntarily provide information regarding the existence of a child's disability;
- Allowing district-authorized charter schools to participate in the Charter School Institute's administrative unit (AU) for special education purposes; and
- Allowing the State Board to designate a charter school network or charter school collaborative that meets specified criteria as an alternative AU to provide sped services.

The bill also establishes the financial responsibilities of charter schools and alternative AUs and clarifies that a charter school is not required to pay its authorizing school district for federally required educational services that are not available to the school.

As such, we have reviewed and updated LBD*, LBD*R, and LBDB*-2, Relations with Charter Schools.

Code	Topic	Description of Updates	Suggested Adoption Date
LBD*	Relations with Charter Schools	Reviewed for compliance.	As soon as practicable.
LBD*-R	Relations with Charter Schools	Deleted repealed requirements; added changes relating to enrollment preference plans; technical edits throughout.	At the board's discretion.
LBDB*-2	Relations with Institute Charter Schools	Reviewed for compliance.	As soon as practicable.

Other resources

- [Special Education Services In Charter Schools | Colorado General Assembly](#)
- [Special Education Overview - School Board Member Workbook Chapter 3](#)
- [Special Education Directors' Corner | CDE](#)

Family and Medical Leave Insurance Program (FAMLI)

In 2020 Colorado voters approved a new paid medical and family leave law, [Proposition 118](#), also known as the Colorado Paid Family and Medical Leave Insurance Act or [FAMLI](#). This law creates a state-run paid family and medical leave insurance program that allows employees to take up to 12 weeks of job-protected leave (those who experience pregnancy or childbirth complications will receive an additional 4 weeks). An eligible employee may take leave for the following reasons:

- To care for a new child during their first year after the birth, adoption, or placement through foster care of that child;
- To care for a family member with a serious health condition;
- To care for their own serious health condition

- When a family member is on active duty military service or being called to active duty military service; and
- When the individual or the individual's family member is a victim of domestic violence, stalking, or sexual assault

Both employers and employees will pay into a new Family and Medical Leave Insurance Fund; the state will then use money in the fund to pay wage benefits to employees during their leave, similar to unemployment insurance.

Options for local government participation.

Local governments, including school districts and BOCES (collectively referred to as school districts), have three options regarding their participation in the FAMLI program, and the policy was updated to reflect these options and provide more information.

Code	Topic	Description of Updates	Suggested Adoption Date
GBGF	Federally-Mandated Family and Medical Leave	Added informational note.	As soon as practicable.
GBGF-R	Federally-Mandated Family and Medical Leave	Deleted CASB notice and reviewed for compliance.	As soon as practicable.

Other resources

- [Colorado FAMLI](#)
- For questions regarding FAMLI, email [CDLE FAMLI info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us)

What to do with an SPU?

Whether you are a seasoned policy veteran or new to policy work, below are some tips for reviewing the information contained in the CASB SPU. CASB sample policies cannot simply be adopted "as is," so please consider the following as you plan to update your district's local policies: Review the new or updated sample policies;

- Review the new or updated sample policies;
- Make decisions on optional language included in the sample policies;
- Add district-specific information;
- Consider local needs and circumstances;
- Engage in board and community conversations;
- **Remove CASB note boxes after the board has considered the information contained in the note box;**
- Remove the CASB copyright information;
- Consult with legal counsel;
- Present the policies to the board for review and adoption; and
- Call the CASB policy team with any questions!

Special Policy Update is a publication of the Colorado Association of School Boards.

The materials contained herein — and in CASB sample policies, regulations, and exhibits — are provided for general information only and as a resource to assist school boards and BOCES boards with policy development. Boards should consult with their legal counsel and revise all sample policies, regulations, and exhibits to address local needs and circumstances.

As always, please contact CASB's policy department at policy@casb.org for more information or further assistance:

Kristina Gutierrez, Policy Specialist, kgutierrez@casb.org
Holly Burg, Policy Specialist, hbarg@casb.org
Diana Calderon, Policy Assistant, dcalderon@casb.org

Mikayla Unruh, Administrative and Legal Specialist, munruh@casb.org
Rachel Amspoker, Staff Attorney, ramspoker@casb.org

Or call us at 303-832-1000

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NOTE: While Colorado school districts are not required by law to adopt an exhibit on this subject, this sample reflects the complaint procedures approved by the Colorado State Board of Education that parents may use to file a complaint regarding the use of restraint and seclusion. The district must include the process for filing a complaint as set forth by these State Board rules in the student conduct and discipline code distributed to students. C.R.S. 22-32-109.1 (2)(a)(I)(L).

Complaint Procedures and Regulations Regarding the Use of Restraint or Seclusion, 1 CCR 301-45, 2620-R-2.07

According to applicable rules of the Colorado State Board of Education, the following represents the process that must be followed when a student or the student's parent/guardian wishes to file a complaint about the use of restraint or seclusion by a district employee.

2.07(1) A student or a parent or legal guardian may file a complaint about the use of restraint or seclusion used by an employee or volunteer of a school or charter school of a school district or Board of Cooperative Services or any institute charter school by using the procedures established under this section 2.07.

2.07(2) Required Content of the Complaint: The Complaint must contain the following information:

2.07(2)(a) A statement that the employee or volunteer has violated a requirement regarding the use of restraints and an identification of the portion of the statute, rule, or regulation alleged to have been violated, if known by the complainant;

2.07(2)(b) The background information and facts on which the Complaint is based that identify persons, actions and/or omissions;

2.07(2)(c) The name and the residential address of the child against whom the alleged violation occurred;

2.07(2)(d) The name of the school that the child was attending when the alleged violation occurred;

2.07(2)(e) A proposed resolution of the problem to the extent known and available to the complainant at the time the Complaint is filed;

2.07(2)(f) The Complaint must allege that the violation(s) set forth in the Complaint occurred not more than one (1) year prior to the date that the Complaint is filed with the Colorado Department of Education (CDE);

2.07(2)(g) The signature and contact information (minimally, address and telephone number) for the complainant; and

2.07(2)(h) Written verification in a cover letter accompanying the Complaint that a complete copy of the Complaint and any attachments have also been mailed, hand-delivered, or delivered by other secure method to the public education agency (i.e. a school district, BOCES, or the Charter School

Institute) serving the child.

2.07(3) The Complaint, including any attachments, must be mailed, hand-delivered, or delivered by other secure method to the IDEA State Complaints:

IDEA Part B State Complaints Officer

Colorado Department of Education

Exceptional Student Leadership Unit, Dispute Resolution Office

1560 Broadway, Suite 1175

Denver, Colorado 80202

Additionally, as noted in paragraph 2.07(2)(h) above, a complete copy of the Complaint, including any attachments, must also be mailed, hand-delivered, or delivered by other secure method to the public education agency (i.e. a school district, BOCES or the Charter School Institute) serving the child.

2.07(4) Complaints involving children with disabilities

2.07(4)(a) If the State Complaints Officer determines that the Complaint alleges a violation of the IDEA or its implementing regulations in 34 CFR Part 300, then the Complaint shall be processed through CDE's IDEA dispute resolution process. In these cases, the State Complaints Officer shall also have the authority to investigate and process a Complaint alleging improper use of seclusion and restraints in accordance with the timelines and procedures outlined in these rules.

2.07(4)(b) If the State Complaints Officer determines that the Complaint does not meet the criteria under section 2.07(4)(a), he or she shall refer the Complaint to the Restraint Complaints Officer (RCO) within five (5) calendar days of receiving the Complaint and shall notify the complainant in writing of this referral.

2.07(4)(c) Nothing in this subsection shall require the complainant to submit an additional Complaint directly to the RCO.

2.07(5) The Complaint shall be considered properly filed with the Department when it is received in CDE's Dispute Resolution Office and satisfies paragraph 2.07(2) above. A Complaint, once filed, will not be accepted for investigation if the CDE does not have jurisdiction (i.e., authority) to investigate; or if the Complaint does not set forth sufficient grounds on which to grant relief.

2.07(6) Within ten calendar (10) days of receipt of the Complaint, the RCO shall decide to accept or reject the Complaint for investigation and notify the complainant in writing. If the Complaint was sent via mail, the RCO's decision shall be postmarked by the 10th day. If the Complaint is accepted, the RCO shall:

2.07(6)(a) Notify the complainant of receipt and acceptance of the Complaint;

2.07(6)(b) Notify, by certified or overnight mail, the public education agency of each and every allegation contained in the Complaint together with a complete copy of the Complaint; and

2.07(6)(c) Initiate an investigation concerning the allegations contained in the Complaint.

2.07(7) Complaint Timelines:

2.07(7)(a) Response: Within fifteen (15) calendar days of receiving the RCO's notification of the Complaint, the public education agency may file a Response to the Complaint allegations and provide information which it deems necessary or useful for the RCO to consider in conducting a thorough investigation. If the public education agency fails to timely respond to an allegation, the RCO may, in his/her sole discretion, deem the allegation admitted.

The Response is due by 5:00 p.m. on the date due. The public education agency shall provide any written Response to the RCO and also a complete copy of the Response, including any attachments, to the complainant unless doing so would violate relevant laws regarding confidentiality. The public education agency shall provide the RCO with a legible copy of the written tracking receipt which verifies that a complete copy of the Response, including any attachments, was sent by certified or overnight mail to the complainant.

2.07(7)(b) Reply: Within ten (10) calendar days of delivery of the response, the complainant may file a written Reply to the Response, including any attachments, in support of his/her position. The complainant shall provide any written Reply to the RCO at the address identified in paragraph 2.07(3), above, and also provide the RCO by 5:00 p.m. on the date due with written verification that a complete copy of the Reply, including any attachments, was also mailed or hand-delivered to the public education agency.

The Response and Reply must be delivered by 5:00 p.m. on the date due to the office of the RCO and not merely postmarked by the due date. If the Response or Reply is untimely, the RCO may, within his or her sole discretion, refuse to consider the late document.

2.07(7)(c) Timeline Extensions: If the RCO finds that exceptional circumstances exist with respect to a particular Complaint, the RCO may, in his or her sole discretion, extend for a reasonable period of time, any of the timelines set forth in these Complaint procedures. Any request and extension of a timeline must occur prior to expiration of the timeline and shall be documented in a written order issued by the RCO prior to the expiration of the timeline and mailed to the parties. The RCO does not have authority to extend the regulatory statute of limitations of one (1) year described in Section 2.07(2)(f) above.

2.07(7)(d) If one or more due dates in the process fall on a weekend or a state holiday, the due date shall be the next calendar day following a weekend or state holiday if the due date is on a weekend or state holiday.

2.07(8) Complaint Investigations:

2.07(8)(a) The Complaint investigation may include, but is not limited to: an onsite investigation; request(s) that the complainant or public education agency provide additional information; and request(s) to review records in the possession of either party.

2.07(8)(b) Any time after a Complaint is filed and before the Complaint is resolved, the RCO may recommend a public education agency to undertake immediate action in an extraordinary situation when it is imperative to do so in order to protect the rights, health or safety of any student.

2.07(8)(c) The CDE, through the RCO, shall have sixty (60) calendar days from the date of receipt of the properly filed Complaint, to resolve the Complaint. The parties may mutually agree to extend the sixty (60) calendar day time limit in order to engage in voluntary mediation. Any extension of the Decision due date will be set by the RCO to a date certain as per section 2.07(7)(c), above.

2.07(9) Complaint Resolution:

2.07(9)(a) The RCO shall issue a written decision which details the findings of fact and conclusions of law unless the issues have been previously resolved. Based upon a finding that a public education agency has failed substantially to comply with state laws and regulations for the use of restraint, the RCO will, as part of the resolution of the Complaint, make recommendations to the public education agency of remedial actions that may be taken in order to come into compliance with applicable law and regulations, (e.g., technical assistance and training activities).

2.07(9)(b) The RCO shall have no authority to require corrective action by the public education agency, including but not limited to compensatory education for the child who is the subject of the complaint, monetary reimbursement or attorney fees.

2.07(9)(c) The decision of the RCO shall be final.

(Issue date)

[Reviewed February 2023]

Safe Schools

The Board of Education recognizes that effective learning and teaching takes place in a safe, secure and welcoming environment and that safe schools contribute to improved attendance, increased student achievement and community support. Safe schools are a priority of the district and the district is committed to providing a safe environment in school, on school vehicles and at school-sponsored activities. To that end, the Board directs the superintendent to develop a safe schools plan that includes:

1. Procedures that address the supervision and security of school buildings and grounds.
2. Procedures that address the supervision of students during school hours and school-sponsored activities.
3. Procedures that address persons visiting school buildings and attending school-sponsored activities.
4. Training programs for staff and students in crisis prevention and management.
5. Training programs for staff and students in emergency response procedures that include practice drills.
6. Training programs for staff and students in how to recognize and respond to behavior or other information that may indicate impending violence or other safety problems.
7. Training and support for students that aims to relieve the fear, embarrassment and peer pressure associated with reporting behavior that may indicate impending violence or other safety problems.
8. Procedures for safe, confidential reporting of security and safety concerns at each school building.
9. Procedures for regular assessments by school security/safety professionals and law enforcement officers to evaluate the security needs of each school building and to provide recommendations for improvements if necessary.
10. Procedures for regular assessments by school climate professionals to determine whether students feel safe and to provide recommendations for improvements in school climate at each district building.
11. Procedures to provide for regular communications between district officials, law enforcement officers, fire department officials, city and county officials and local medical personnel to discuss crisis prevention and management strategies,

including involvement by these parties in the development and revision of crisis prevention and management plans.

12. Training programs for staff and students in safety precaution and procedures related to fire prevention, natural disaster response, accident prevention, public health, traffic, bicycle and pedestrian safety, environmental hazards, civil defense, classroom and occupational safety, and special hazards associated with athletics and other extracurricular activities.
13. Procedures for the reporting of criminal activity to law enforcement.
14. A child sexual abuse and assault prevention plan, including comprehensive, age-appropriate curricula regarding child sexual abuse and assault awareness and prevention and professional development for school personnel and parents in preventing, identifying, and responding to child sexual abuse and assault.
15. Procedures for notifying parents of an employee's criminal charges when such notification is required by state law in addition to any information deemed necessary by the Department of Education.

Each building principal shall be responsible for the supervision and implementation of the safe school program at his or her school. The principal shall submit annually, in the manner and by the date specified by the State Board of Education, a written report to the Board of Education concerning the learning environment in the school during the school year. The report shall contain, at a minimum, the information required by law.

The annual safety reports from every school in the district shall be compiled and submitted to the state department of education in a format specified by the State Board of Education. The report shall be made available to the public.

Adopted: 08/28/00

Revised: 09/26/05, 09/28/09, 07/25/11, 09/24/12, 03/02/15, 2/16 legal ref/note,
06/26/17, 10/22/18

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106 (*construction requirements, fire escapes, etc.*)

C.R.S. 22-1-130 (6) (*safe school plan must include parent notification of employee criminal charges*)

C.R.S. 22-3-101 through 22-3-104 (*eye protective devices*)

C.R.S. 22-32-109.1 (1)(b.5) (definition of "community partners" that board may wish to consult with in developing and implementing its safe school plan)

C.R.S. 22-32-109.2 (*safe schools plan*)

C.R.S. 22-32-109.1(2)(b) (*detailing information required in annual principal reports on the learning environment*)

C.R.S. 22-32-109.1(2.5) (*districts are "encouraged" to adopt a child sexual abuse and assault prevention plan as part of a safe school plan*)

C.R.S. 22-32-110 (1) (k)(*board authority to adopt policies related to employee safety and official conduct*)

C.R.S. 22-32-124 (2), (3) (*building inspections*)

C.R.S. 24-10-106.5 (*duty of care*)

CROSS REFS.: ECA/ECAB, Security/Access to Buildings

KDE, Crisis Management

KDBA*, Parent Notification of Employee Criminal Charges

KI, Visitors to School

NOTE 1: Boards are strongly encouraged to consult with their legal counsel when adopting or revising the district's safe school plan and/or applicable board policies, given that the district may be liable for incidents of school violence. C.R.S. 24-10-106.3.

NOTE 2: Many specific policies are required as part of the district's safe school plan (see CASB's list of legally required policies);
In developing the district's safe school plan, state law requires the district to consult with "the school district accountability committee and school accountability committees, parents, teachers, administrators, students, student councils where available, and, where appropriate, the community at large." C.R.S. 22-32-109.1 (2). Local boards may also consult with victims advocacy organizations, school psychologists, local law enforcement agencies and "community partners" in adopting and implementing its safe school plan. State law defines "community partners" as collectively, local fire departments, state and local law enforcement agencies, local 911 agencies, interoperable communications providers, the Safe2Tell Program, local emergency medical service personnel, local mental health organizations, local public health agencies, local emergency management personnel, local or regional homeland security personnel and school resource officers. C.R.S. 22-32-109.1 (1)(b.5).

NOTE 3: State law also requires a general safe schools policy and this policy (ADD) serves that purpose. The only specific legal requirement is that the policy require the annual inspection of schools to remove hazards, vandalism and other barriers to safety and supervision. C.R.S. 22-32-109.1 (5). That requirement is reflected in paragraphs one and nine of this policy. The remaining provisions of this policy are suggested best practices for the superintendent and board to consider when creating a general safe schools policy. Although state law "encourages" a school district to adopt a child sexual abuse and assault prevention plan as part of its safe school plan, paragraph 14 is highly recommended, given that the district may be liable for incidents of school violence. C.R.S. 22-32-109.1 (2.5), C.R.S. 24-10-106.3. State law defines "incidents of school violence" to include a "felony sexual assault" that occurs at a school or school-sponsored activity. C.R.S. 24-10-106.3 (2)(b)(III), (c).

NOTE 4: State law "encourages" school districts to provide a comprehensive, age-appropriate curriculum that teaches safety in working and interacting on the Internet, as part of the board's safe school plan. C.R.S. 22-32-109.1(2)(c). Districts are encouraged to incorporate the Internet safety topics into the teaching of the regular classroom curricula, rather than isolating the topics as a separate class. If the district develops a comprehensive curriculum or other approach to teach safety in use of the Internet, then appropriate language could be added to this policy.

Note 5: State law now requires the Department of Education to standardize the reporting method that school districts use to collect and report data concerning suspensions and expulsions, arrests and referrals, chronic absenteeism, incidents of violence, and harassment and bullying, and the safe school reporting requirements set forth in Section 22-32-109.1. The Department is required to standardize the reporting method on or before August 31, 2023. School districts are required to follow the standardized processes when provided by the Department of Education.

Safe Schools

Pursuant to C.R.S. 22-32-109.1(2)(b), the following information shall be included in the annual safe schools report from the principal to the Board of Education for the preceding school year:

1. total enrollment for the school
2. average daily attendance rate at the school
3. dropout rates for grades seven through twelve, if such grades are taught at the school
4. average class size for each public elementary, middle school or junior high school, and senior high school calculated as the total number of students enrolled in the school divided by the number of full-time teachers in the school
5. number of conduct and discipline code violations, which shall be reported only in the most serious category applicable to each violation, including but not limited to specific information identifying the number of and the action taken with respect to each of the following types of violations:
 - a. possessing a dangerous weapon on school grounds, in school vehicles, at a school activity or sanctioned school events without the authorization of the school or the school district
 - b. use or possession of alcohol on school grounds, in school vehicles, or at a school activity or a sanctioned event.
 - c. use, possession, or sale of a drug or controlled substance, other than marijuana, on school grounds, in school vehicles, or at school activity or sanctioned event
 - d. use or possession of tobacco products on school grounds, in school vehicles, or at a school activity or sanctioned event
 - e. unlawful use, possession, or sale of marijuana on school grounds, in a school vehicle, or at a school activity or sanctioned event
 - f. being willfully disobedient, openly and persistently defiant, or repeatedly interfering with the school's ability to provide educational opportunities to and a safe environment for other students.
 - i. in addition to including the information on the incident, the report shall include additional information deemed necessary by the department of education, including, but not limited to, the school and district code; location of incidents; description of behaviors that constituted the violations; interventions or de-escalation strategies attempted leading up to the incident,; and descriptive information of the student or students involved in the incidents, including, but not limited to, gender, grade level, ethnicity, race, and whether the student has Section 504 accommodations or an IEP

- g. commission of an act on school grounds, in a school vehicle, or at a school activity or sanctioned event that if committed by an adult would be considered first or second degree assault or vehicular assault
- h. behavior on school grounds, in a school vehicle, or at a school activity or sanctioned event that is detrimental to the welfare or safety of other students or school personnel, including but not limited to incidents of bullying, and other behavior that creates a threat of physical or emotional harm to the student or to other students
- i. willful destruction or defacement of school property
- j. commission of an act on school grounds, in a school vehicle, or at a school activity or sanctioned event that, if committed by an adult, would be considered third degree assault or disorderly conduct
- k. commission of an act on school grounds, in a school vehicle, or at a school activity or sanctioned event that, if committed by an adult, would be considered robbery
- l. the number of acts of sexual violence on school grounds, in a school vehicle, or at a school activity or sanctioned event [NOTE: any information provided as a part of this subparagraph must be reported as aggregate data and must not include any personally identifying information. Sexual violence is defined as a physical sexual act perpetrated against a person's will or where a person is incapable of giving consent.]
- m. other violations of the code of conduct and discipline that resulted in documentation of the conduct in a student's record
 - i. in addition to including the information on the incident, the report shall include additional information deemed necessary by the department of education, including, but not limited to, the school and district code; location of incidents; description of behaviors that constituted the violations; interventions or de-escalation strategies attempted leading up to the incident; and descriptive information of the student or students involved in the incidents, including but not limited to, gender, grade level, ethnicity, race, and whether the student has Section 504 accommodations or an IEP

For purposes of the report, "action taken" means the specific type of discipline, including but not limited to the following categories of discipline:

- in-school suspension
- out-of-school suspension
- classroom removal in accordance with board policy
- expulsion
- referral to law enforcement (including any law enforcement agency, law enforcement officer or school resource officer.)
- any other form of discipline, which shall be officially identified as part of board policy.

The report shall specifically identify each conduct and discipline code violation and each action taken with respect to the violation by a student with a disability.

Definitions: First degree assault : The intent to cause serious bodily injury with a weapon or the intent to disfigure another person. Second degree assault: The intent to cause bodily injury to another person. Third degree assault: Knowingly or recklessly causing bodily injury to another person with criminal negligence.

Revised: 09/24/07, 07/25/11, 09/24/12, 2/22/16

Sargent School District RE 33-J, Monte Vista, Colorado

Bidding Procedures

When federal funds are used, all contractual services and purchases of supplies, materials, and equipment in the amount of \$10,000 or more will be put to bid. This does not apply, however, to professional services or instructional services or materials. Other purchases may be made in the open market, but will, when possible, be based on competitive quotations or prices.

Competitive selection

All contracts and all open market orders will be awarded to the lowest responsible qualified supplier, taking into consideration the quality of materials (services) desired and their contribution to program goals.

The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district.

Pre-qualification

With regard to materials or services for which bids are required, the superintendent or designee will develop a procedure to pre-qualify bidders. Suppliers will be invited to have their names placed on mailing lists to receive information about pre-qualifying. When specifications are prepared, they will be mailed to all merchants and firms who have pre-qualified. Only pre-qualified bidders may submit bids.

Response receipt and opening

All bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the bid number and the time of the bid opening. Bids will be opened in public by appropriate district officials or employees at the time specified, and all bidders will be invited to be present.

Awarding a bid

The bidder to whom an award is made will be required to submit to the district proof of liability insurance and when appropriate, proof of workers' compensation insurance, and may be required to enter into a written contract with the district. Any written contract must include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation, instruction, or food services as required by law. The contracting entity is responsible for any costs associated with the background checks.

Requirements for Written Contract

Any contract must include a provision that states that any of the district's obligations for the construction and design of public works projects that are payable after the

current fiscal year are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available to the district, subject to the requirements of C.R.S. 24-91-103.6.

Any written contract shall not include any of the below conditions or terms. If any of the below conditions are included in a written contract, that condition or term is considered null and void.

- Any requirement that the district hold harmless another person or entity;
- Any requirement that the district or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- Any requirement that the district agree to limit liability of another person or entity for bodily injury, death, or property damage;
- Any waiver, alteration, or limitation of the application of the “Student Data Transparency and Security Act” or the “Colorado Privacy Act”;
- Any conflict with Colorado law or associated rules under state statute.

Adopted: 03/25/91

Revised: 02/26/01, 7/25/11, 5/20/13, 5/22/17, 4/23/18, 10/26/20, 11/29/21

LEGAL REF.: C.R.S. 22-1-135 (terms and conditions in public school contracts definitions)

C.R.S. 22-32-109 (1)(b) (board required to adopt bidding procedures)

C.R.S. 22-32-109(1)(b) (board required to adopt bidding procedures)

C.R.S. 22-32-109.7 (board duties regarding the employment of personnel)

C.R.S. 22-32-122(4) (background check provision required in service contracts)

C.R.S. 24-18-201

CROSS REF.: DJF, Purchasing Procedures
DJB* Federal Procurement

Note: Criminal background checks provided pursuant to this policy must; at a minimum, meet the requirements of C.R.S. 22-32-109.7 and may include any other requirements of the district. Under section 109.7 CDE is required to advise districts only as to whether a prospective employee has been convicted of a felony or misdemeanor crime involving unlawful sexual behavior, an allegation of sexual act involving a student who is eighteen years of age or older (regardless of whether the student consented to the sexual act), or unlawful behavior involving children. Districts may wish to require service contractors to report all convictions for any person working directly with students.

NOTE 2: If the district receives federal funds, the district is required by the federal Uniform Grant Guidance (UGG) to adopt procurement procedures specific to purchases made with federal funds, in whole or in part. See, CASB sample policy DJB, Federal Procurement and accompanying sample regulation, DJB*-R.*

Sargent School District RE 33-J, Monte Vista, Colorado

Federally Mandated Family and Medical Leave

This policy shall apply to all family and medical leaves of absence covered under The Family and Medical Leave Act of 1993 ("FMLA"). Terms used in this policy and its accompanying regulation, such as "serious health condition," "qualifying exigency," "covered active duty," "covered service member" and "serious injury or illness" shall be as defined by the FMLA and its implementing regulations.

Eligibility

To be eligible for a family and medical leave of absence (FMLA leave) under this policy, an employee shall have been employed for at least 12 months and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave. A full-time classroom teacher shall be deemed to meet the hourly requirement but must also meet the 12-month requirement to be eligible for FMLA leave.

Permitted reasons for FMLA leave

An eligible employee shall be entitled to a combined total of 12 weeks' leave per year for the following reasons:

1. The birth and care of the employee's newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for an employee's spouse, parent or child with a serious health condition;
4. When the employee is unable to perform the essential functions of his or her position because of the employee's own serious health condition; or
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on covered active duty in the Armed Forces or has been notified of an impending call or order to covered active duty in the Armed Forces.

Spouses who are both employed by the district shall be entitled to a total of 12 weeks of leave (rather than 12 weeks each) per year for reasons (1), (2), to care for a sick parent under reason (3) and/or (5) specified in the immediately preceding paragraph.

Entitlement for child care leave shall end after the child reaches age one or 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*.

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious injury or illness sustained in the line of duty on active duty shall be entitled to a total of 26 weeks of leave during a single 12-month period to care for the service member.

The single 12-month period shall begin on the first day the employee takes leave for this reason and shall end 12 months later. During that 12-month period, the eligible

employee is entitled to a combined total of 26 weeks of leave under this policy. Only 12 weeks of the 26 week total may be for a FMLA-qualifying reason other than to care for a covered service member.

Spouses who are both employed by the district shall be entitled to a total of 26 weeks (rather than 26 weeks each) in a single 12-month period if the leave is to care for a covered service member with a serious injury or illness, or a combination of caring for a covered service member and reasons (1), (2), (3) and/or (5) above.

Intermittent or reduced FMLA leave

Leave may be taken on an intermittent or reduced leave schedule. 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. Teachers requesting intermittent or reduced leave involving greater than 20 percent of their working time during such period may, in the alternative, be required to take leave continuously for all or a specified part of the total period involved.

Intermittent leave or leave on a reduced schedule shall not be allowed because of the birth of an employee's child and to care for a newborn child, or because of the placement of a child with an employee for adoption or foster care.

Health insurance and benefits

The district shall maintain coverage under any group health insurance plan for any employee who is granted an approved leave of absence under this policy for the duration of the leave. Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. The district reserves the right to seek reimbursement for this benefit in the event that an employee elects not to return to work, as allowed by law.

The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

Reinstatement after FMLA leave

Reinstatement shall be determined in accordance with applicable law and 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.

Development of procedures

The superintendent shall develop procedures to require appropriate medical certifications, notification and reporting which are consistent with law. The

procedures shall describe how the district will post notice concerning the FMLA and other steps the district shall take to inform employees of FMLA's requirements.

Compliance with governing law

The district shall fully comply with the FMLA and shall be entitled to take all actions and exercise all options authorized under the FMLA consistent with this policy and its accompanying regulation. In the event that this policy or its accompanying regulation conflict or are otherwise inconsistent with mandatory provisions of the FMLA, the mandatory provisions of the FMLA shall control.

Adopted: 02/21/72

Revised: 01/25/83, 03/25/91, 02/26/01, 7/27/09, 7/26/10, 8/27/12, 2/14-note, 10/15, cross ref

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

29 C.F.R. § 825.104 (public as well as private elementary and secondary schools are covered employers).

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CROSS REFS.: GBGG, Staff Leave
GBGE, Instructional Staff Maternity/Paternity/Parental Leave
GBGI, Staff Military Leave
GBGK, Staff Legal Leave

NOTE 1: The Family and Medical Leave Act (FMLA) provides that the district shall not be in violation of other federal laws such as those governing the district's responsibility to educate children with disabilities solely as the result of an eligible employee taking family medical leave.

NOTE 2: The FMLA applies to all educational institutions, including school districts. However, an employee is only eligible for family and medical leave if he or she is employed at a worksite where at least 50 employees are employed within 75 miles.

NOTE 3: For FMLA Fact Sheets, medical certification forms, request for leave forms and other information on the FMLA, visit the U.S. Department of Labor's Wage and Hour Division Website: <http://www.wagehour.dol.gov> or call the U.S. Department of Labor's toll-free information and helpline, 1-866-4USWAGE (1-866-487-9243).

NOTE 4: Colorado's "Family Care Act" (FCA) entitles employees to take 12 weeks' unpaid leave to care for the employee's "partner in a civil union" or "domestic partner" with a "serious health condition." C.R.S. 8-13.3-201 et seq. Leave taken under the FCA is in addition to the leave an employee may take under the FMLA. The district should consult with its own legal counsel to ensure compliance with the FCA and FMLA.

NOTE 5: Colorado's Paid Family and Medical Insurance Act (FAMLI) provides eligible employees partial wage replacement for 12-16 weeks of leave, depending on the circumstances. This program is optional, but school districts may elect to participate. C.R.S. 8-13.3-501. Districts should consult with legal counsel regarding compliance with FAMLI should the district choose to participate.

Sargent School District RE 33-J, Monte Vista, Colorado

Federally-Mandated Family and Medical Leave

Notification and reporting

When the need for a family and medical leave of absence (FMLA leave) is foreseeable, the employee shall provide at least 30 days prior notice to the district unless circumstances dictate otherwise. If the requested FMLA leave is because of a military-related qualifying exigency and the leave is foreseeable, the employee shall provide notice to the district as is reasonable and practicable. With respect to foreseeable medical treatments the employee shall make a reasonable effort to schedule treatment so as not to disrupt district operations.

If the need for FMLA leave is unforeseeable, the employee shall provide notice to the district as soon as practicable under the circumstances.

If an employee's requested FMLA leave also constitutes paid leave under another Board policy the FMLA leave and other applicable leave shall run concurrently.

In the absence of an employee's request for FMLA leave, the district may independently determine whether an employee's leave under another board policy constitutes FMLA leave and, if so, shall notify the employee that the leave will be counted against the FMLA leave to which the employee is entitled.

If the FMLA leave is due to illness, the employee shall report periodically on his or her leave status and intention to return to work.

If the requested FMLA leave is because of a military-related qualifying exigency, the district may require the employee to provide supporting documentation of such exigency.

The district may also require the employee to show certification of the familial relationship if the request for FMLA leave is to care for a family member with a serious health condition, to care for a covered service member with a serious injury or illness, or in connection with a military-related qualifying exigency.

Medical certification

The district shall require medical certification to support a claim for leave for an employee's own serious health condition to care for the employee's child, spouse or parent with a serious health condition or to care for a covered service member with a serious injury or illness. The medical certification will be sufficient if it contains the date on which the condition or injury/illness commenced, the probable duration of the condition or injury/illness, and any appropriate medical information.

For an employee's own serious health condition, the medical certification also must include a statement that the employee is unable to perform the functions of the position. For leave to care for a child, spouse or parent with a serious health condition or to care for a service member with a serious injury or illness, the medical

certification must include an estimate of the amount of time the employee is needed to provide care.

In its discretion and in accordance with the FMLA, the district may require a second or third medical opinion and periodic re-certifications as the district deems reasonably necessary.

Medical 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 child, spouse or parent with a serious health condition or to care for a covered service member with a serious injury or illness, the medical 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 medical certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

Return to work

An employee who has taken leave due to the employee's own serious health condition shall provide a medical certification from the employee's physician that the employee is able to resume work. 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.

The following return to work provisions apply to teachers:

1. If the teacher begins any category of FMLA leave more than five weeks prior to the end of the semester and the leave is for more than three weeks, the district may require the teacher seeking to return within the last three weeks to continue the leave through the end of the semester.
2. If the teacher begins any category of FMLA leave except for the teacher's own serious health condition 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 teacher seeking to return within the last two weeks to continue the leave through the end of the semester.
3. If the teacher begins any category of FMLA leave except for the teacher's own serious health condition 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 teacher to continue the leave through the end of the next semester.

Repayment of benefits

If an employee fails return to work upon completion of an approved FMLA leave, 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.

Posting/notice to employees

Building principals/administrators shall post notices explaining the rights and responsibilities under the Family and Medical Leave Act (FMLA) provision in locations where they can be readily seen by employees and applicants for employment.

Notice of the FMLA's rights and responsibilities shall also be incorporated into employee handbooks or provided directly to employees.

Approved: 02/26/01

Revised: 7/27/09, 8/27/12, 4/25/16

Evaluation of Licensed Personnel

The procedures necessary to administer and implement the policy accompanying this regulation and the district's licensed personnel evaluation system are as follows:

Basic requirements

1. All licensed personnel, including full-time and part-time teachers, shall be evaluated by an administrator/supervisor who has a principal or administrator license issued by the Colorado Department of Education and/or such administrator's/supervisor's designee, who has received education and training in evaluation skills approved by the Colorado Department of Education that will enable the evaluator to make fair, professional and credible evaluations of the licensed personnel whom the evaluator is responsible for evaluating.

NOTE: State law encourages, but does not require, school districts to provide training to multiple people to serve as evaluators, to enable a licensed person being evaluated to request an alternative evaluator. C.R.S. § 22-9-106.

2. The standards for effective performance of licensed personnel and the criteria to be used in determining whether performance meets these standards shall be available in writing to all licensed personnel. Such standards and criteria shall be communicated and discussed by the person being evaluated and the evaluator prior to and during the course of the evaluation.
3. The system shall identify the various methods of evaluation, which shall include but not be limited to direct observations and a process of systematic data-gathering.

Information collection

The evaluator shall directly observe the licensed staff member and gather other data in accordance with the district's evaluation system and state law. No evaluation information shall be gathered by electronic devices without the consent of the licensed staff member. Peer, parent or student input may be obtained from standardized surveys as part of a teacher's evaluation. Each principal's evaluation shall include input from teachers employed at the school and may include input from the students enrolled at the school and their parents.

NOTE: State law encourages, but does not require, school districts to experiment with innovative methods of observation, which may include observations by mentors or teaching coaches, peers, department leaders, and video or digital recording, and a peer assistance and review model. C.R.S. § 22-9-106. Further, state law now requires the Department of Education to make available (at no cost to each school district) training for persons who are responsible for evaluating licensed personnel. School districts may choose to make use of these training opportunities, once provided by the Department of Education.

Frequency and duration

Probationary teachers shall receive at least two documented observations and one evaluation that results in a written evaluation report each academic year. Non-probationary teachers shall receive at least one documented observation and one evaluation that results in a written report each academic year. Teachers shall receive the written evaluation report at least two weeks before the last class day of the school year.

Principals and administrators shall receive one evaluation that results in a written report each academic year.

Specialized service professionals shall receive one evaluation that results in a written report each academic year. For purposes of this regulation, the term “specialized service professionals” (SSPs) shall be as defined by applicable rules of the State Board of Education.

Variations will be permitted in this evaluation schedule, whether requested by the evaluator or licensed staff member, when the staff member is notified by the evaluator that an additional evaluation report is necessary for reasons consistent with one or more purposes of the evaluation system.

Minor adjustments and variations in the evaluation process will be allowed in order to ensure that the evaluation process is thorough and that sufficient data is collected in accordance with the district’s evaluation system.

Informal evaluations and observations may be made whenever deemed appropriate by the district.

Documentation

The evaluator will prepare a written evaluation report at the conclusion of the evaluation process which could include the following:

1. An improvement plan which is specific as to what improvements, if any, are needed in the licensed staff member’s performance and which clearly sets forth recommendations for improvements. If the person evaluated is a teacher or a principal, the plan may include recommendations for additional education and training during the teacher’s or principal’s license renewal process.
2. Specific information about the strengths and weaknesses in the licensed staff member’s performance.
3. Documentation identifying when a direct observation was made.
4. Identification of data sources.

The evaluation report will be discussed with the licensed staff member evaluated. Both the evaluator and the licensed staff member will sign the report, and each will receive a copy. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. If the staff member

disagrees with any of the conclusions or recommendations made in the evaluation report, he or she may attach any written explanation or other relevant documentation.

Each report will be reviewed and signed by a supervisor of the evaluator.

Ineffective performance

A licensed staff member whose performance is deemed to be ineffective shall receive:

1. Written notice that his or her performance evaluation shows a rating of ineffective;
2. A copy of the documentation relied upon in measuring the staff member's performance; and
3. Identification of deficiencies.

Appeal

The conclusions of the evaluator will not be subject to further review except as otherwise provided in these procedures.

The licensed staff member evaluated may appeal the application of the evaluation procedures by submitting a request for review to the supervisor of the evaluator to determine if the procedures were followed during the evaluation.

[NOTE 1: State law requires the district to ensure that a nonprobationary teacher who objects to a rating of ineffectiveness has an opportunity to appeal that rating, "in accordance with a fair and transparent process developed, where applicable, through collective bargaining." C.R.S. 22-9-106 (4.5)(b). The statute prescribes certain requirements for this appeal process, including that the nonprobationary teacher has the burden of demonstrating that a rating of effectiveness was appropriate and that the appeal process take no longer than 90 days. Id. Applicable rules of the State Board of Education require districts to develop an appeal process for nonprobationary teachers to appeal a second rating of ineffective or partially effective beginning in the 2015-16 school year. 1 CCR 301-87, Rule 5.04(A)(1). Because of the discrepancy between the statute and SBE rules, CASB has taken a conservative approach in providing optional language to allow for an appeal process now. The district should consult with its own legal counsel to determine the district's approach to this issue.]

[NOTE 2: For an appeal process for nonprobationary teachers to appeal an ineffective rating, the Board should choose one of the following options under the heading, "Appeal by a nonprobationary teacher."]

[NOTE 3: The SBE rules provide that SSPs who receive a second consecutive rating of ineffective or partially effective and who are not employed on an at-will basis may appeal their rating using the appeal process described in the rules for nonprobationary teachers. 1 CCR 301-87, Rule 4.05. If the district's employment of SSPs is not on an at-will basis, the following section should be revised to include SSPs as well as nonprobationary teachers.]

[NOTE 4: For performance evaluations completed for the 2023-2024 school year and school years thereafter, the evaluation of a licensed person who has been employed by a school district for one school year or less must not include data that was created prior to the date on which the licensed person began employment with the district.]

Appeal by a non-probationary teacher

A non-probationary teacher may appeal his or her rating of ineffective or partially effective in accordance with the following:

1. The non-probationary teacher shall file a written appeal with the superintendent within fifteen (15) calendar days of the teacher's receipt of the district's written notice informing the teacher of his or her performance rating of ineffective or partially effective.
2. A non-probationary teacher's grounds for appealing an ineffective or partially effective rating shall be limited to the following:
 - a. The evaluator did not follow evaluation procedures that adhere to the requirements of applicable law and that failure had an impact on the teacher's performance rating; or
 - b. The data relied upon was inaccurately attributed to the teacher.
3. The non-probationary teacher shall have the burden of demonstrating that a rating of effectiveness was appropriate.
4. The superintendent or designee shall review the non-probationary teacher's appeal and provide the teacher with a written decision regarding the appeal within thirty (30) calendar days of the superintendent's receipt of such appeal. The superintendent's decision shall be final.
5. Time limits in this section may be waived by mutual agreement.

Approval Date: 02/26/01
Revised: 05/19/08, 03/28/11, 11/17/14, 08/24/15

Sargent School District, Monte Vista, Colorado

Use of Physical Intervention and Restraint

To maintain a safe learning environment, district employees may, within the scope of their employment and consistent with state law, use physical intervention and restraint with students in accordance with this policy and accompanying regulation. Such actions shall not be considered child abuse or corporal punishment if performed in good faith and in compliance with this policy and accompanying regulation.

Physical intervention

Corporal punishment shall not be administered to any student by any district employee.

Within the scope of their employment, district employees may use reasonable and appropriate physical intervention with a student that does not constitute restraint as defined by this policy to accomplish the following:

1. To quell a disturbance threatening physical injury to the student or others.
2. To obtain possession of weapons or other dangerous objects upon or within the control of the student.
3. For the purpose of self-defense.
4. For the protection of persons against physical injury or to prevent the destruction of property which could lead to physical injury to the student or others.

Under no circumstances shall a student be physically held for more than ~~five~~ one minutes unless the provisions regarding restraint contained in this policy and accompanying regulation are followed.

Restraint

Restraint is defined by state law and this policy as any method or device used to involuntarily limit a student's freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals and seclusion. If property damage may be involved, restraint may only be used when the destruction of property could possibly result in bodily harm to the individual or another person. Restraint shall not include the holding of a student for more than ~~five~~ one minutes by a district employee for the protection of the student or others and other actions excluded from the definition of restraint in state law.

If a student is physically restrained for a period of time longer than one minute, but less than five minutes, the student's parent(s) are required to be notified. The notice must be given in writing on the same day the restraint occurs, and must include the date of restraint, student's name, and the number of times that day that the student was

restrained.

If a student is physically restrained for a period of time longer than five minutes the school administration shall verbally notify the parent or guardian as soon as possible, but not later than the end of the school day that the restraint was used. Additionally, the school administration shall mail, fax or e-mail written report of the incident, including all information required by law, to parent or legal guardian of the student not more than five calendar days after the use of the restraint of the student.

District employees shall not use restraint as a ~~punitive~~ form of discipline or as a trait to control or gain compliance ~~of a~~ from a student's ~~behavior~~. District employees are also prohibited from restraining a student by use of a mechanical restraint or chemical restraint, as those terms are defined by applicable State Board of Education rules and this policy's accompanying regulation.

If a student is placed in a seclusion room, the student must be continually monitored. The seclusion room must have at least one window to monitor students when the door is closed. If it is not feasible to utilize a room with a window, monitoring by video camera must be possible. The seclusion room must be a safe space free from injurious items and must not be a space used by school staff for offices, storage, or custodial purposes.

Restraint shall only be administered by district employees trained in accordance with applicable State Board of Education rules.

Exceptions

The restraint provisions in this policy and accompanying regulation shall not apply to:

1. ~~Peace officers as defined by C.R.S. 16-2-5-101 et seq who are acting within the scope of their employment or in accordance with C.R.S. 16-3-109; and or armed security officers working in a school and who meet the legal requirements of C.R.S. 26-20-111 (3), however, no law enforcement officer or armed security official shall use handcuffs on any student unless the student poses an immediate danger to themselves or other or if handcuffs are solely used during a custodial arrest requiring transport.~~
2. ~~When the district is engaged in transporting a student from one facility or location to another facility or location when it is within the scope of the district's powers and authority to effect such transportation. When the student is openly displaying a deadly weapon, as defined in C.R.S 18-1-901 (3)(e)~~

NOTE: Information concerning the district's policies for the use of restraint and seclusion on students and information concerning the process for filing a complaint regarding the use of restraint and seclusion, as set forth by rules of the State Board of Education, must be included in the student conduct and discipline code distributed to students. C.R.S. 22-32-109.1 (2)(a)(I)(L).

CASB sample exhibit JKA-E-2 reflects the State Board's complaint process and may be included in the student conduct and discipline code to meet this notification requirement.

Adopted: 10/25/93

Revised: 07/24/00, 01/22/01, 7/26/10, 7/12 (legal ref.)

LEGAL REFS.: C.R.S. 18-1-703 (*use of physical force by those supervising minors*)
C.R.S. 18-6-401 (1) (*definition of child abuse*)
C.R.S. 19-1-103 (1) (*definition of abuse and neglect*)
C.R.S. 22-32-109.1 (2)(a) (*adoption and enforcement of discipline code*)
C.R.S. 22-32-109.1 (2)(a)(D) (*policy required as part of safe schools plan*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law*)
C.R.S. 26-20-101 *et seq.* (*protection of persons from restraint*)
1 CCR 301-45 (State Board of Education rules for the administration of
the Protection of Persons from Restraint Act)

Sargent School District RE-33J, Monte Vista, Colorado

Student Restraint Incident Report Form

Student: _____ School: _____
Date: _____ Time: _____
Location: _____

Staff directly involved in restraint (include names and titles; attach supplemental statements, if any):

Witnesses (include names and titles):

Description of events immediately before the behavior occurred:

Efforts/alternatives made prior to the use of restraint:

_____ Teaching interaction
_____ Offered self-control strategy
_____ Verbal de-escalation
_____ Other(s) (please describe): _____

Type of restraint used:

Time restraint began: _____

Time restraint ended: _____

Chronological description of incident (include behavior, statements made, actions taken):

Resolution:

_____ Student calm/reintegrated into classroom/educational programming
_____ Student calm/additional time provided for de-escalation outside of instructional setting
_____ Additional support requested (medical/mental health/parent/police)
_____ Other(s) (please describe): _____

Injuries or property loss/damage:

Persons notified of incident (include name, title, date and time notified):

Name and title of person writing report

Signature

Checklist	Date	Comments
If an injury to staff or student has occurred, submit student accident report and/or staff incident report.		
Building principal or designee verbally notify parent by end of the school day that the restraint was used.		
Conduct internal review of incident of restraint.		
Review documentation to ensure use of alternative strategies and recommend adjustments to procedures, if appropriate.		

<u>If restraint was between one and five minutes, written notice given to parents on the day of the restraint</u>		
<u>If restraint was five minutes or more, verbal notice given to parent on the day of restraint, and written r</u> <u>Report e-mailed, mailed or faxed to parent within 5 calendar days of the use of restraint.</u>		
If requested by parents or the school, convene a meeting (that may be an IEP, BIP or 504 meeting) to review the incident.		

Copies: parent, student's confidential file *[required]*

Issue date: 7/26/10

Use of Physical Intervention and Restraint

A. Definitions

In accordance with state law and the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, the following definitions apply for purposes of this regulation and accompanying policy.

1. "Restraint" means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force and seclusion.
2. "Physical restraint" means the use of bodily, physical force to involuntarily limit an individual's freedom of movement. "Physical restraint" does not include:
 - a. holding of a student for less than ~~five~~one minutes by a staff person for the protection of the student or others;
 - b. brief holding of a student by one adult for the purpose of calming or comforting the student;
 - c. minimal physical contact for the purpose of safely escorting a student from one area to another;
 - d. minimal physical contact for the purpose of assisting the student in completing a task or response.
3. "Mechanical restraint" means a physical device used to involuntarily restrict the movement of a student or the movement or normal function of the student's body. "Mechanical restraint" does not include:
 - a. devices recommended by a physician, occupational therapist or physical therapist and agreed to by a student's IEP team or Section 504 team and used in accordance with the student's Individualized Education Program (IEP) or Section 504 plan;
 - b. protective devices such as helmets, mitts, and similar devices used to prevent self-injury and in accordance with a student's IEP or Section 504 plan;
 - c. adaptive devices to facilitate instruction or therapy and used as recommended by an occupational therapist or physical therapist, and consistent with a student's IEP or Section 504 plan; or
 - d. positioning or securing devices used to allow treatment of a student's medical needs.
4. "Chemical restraint" means administering medication to a student (including medications prescribed by the student's physician) on an as needed basis for the sole purpose of involuntarily limiting the student's freedom of movement. "Chemical restraint" does not include:
 - a. prescription medication that is regularly administered to the student for medical reasons other than to restrain the student's freedom of

- movement (e.g. Asthma-cort, medications used to treat mood disorders or ADHD, Glucagon); or
- b. the administration of medication for voluntary or life-saving medical procedures (e.g. EpiPens, Diastat).
5. "Prone restraint" means a restraint in which the student being restrained is secured in a prone (i.e., face-down) position.
 6. "Seclusion" means the placement of a student alone in a room from which egress is involuntarily prevented. "Seclusion" does not mean:
 - a. placement of a student in residential services in the student's room for the night; or
 - b. time-out.
 7. "Time-out" is the removal of a student from potentially rewarding people or situations. A time-out is not used primarily to confine the student, but to limit accessibility to reinforcement. In time-out, the student is not physically prevented from leaving the designated time-out area and is effectively monitored by staff.
 8. "Emergency" means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situations in which the student creates such a threat by abusing or destroying property.
 9. "Bodily injury" means physical pain, illness or any impairment of physical or mental condition as defined in C.R.S. 18-1-901 (3)(c).
 10. "State Board Rules" mean the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, 1 CCR 301-45.
 11. "Parent" shall be as defined by the State Board rules.

B. Basis for use of restraint

Restraints shall only be used:

1. In an emergency and with extreme caution; and
2. After:
 - a. the failure of less restrictive alternatives (such as Positive Behavior Supports, constructive and non-physical de-escalation, and restructuring the environment); or
 - b. a determination that such alternatives would be inappropriate or ineffective under the circumstances.
- ~~3.~~ Restraints shall never be used as a ~~punitive~~ form of discipline or ~~as a threat to gain~~ to control or gain compliance of a student's ~~behavior~~.

4. School personnel shall:
 - a. use restraints only for the period of time necessary and using no more force than necessary; and
 - b. prioritize the prevention of harm to the student.

C. Duties related to the use of restraint – general requirements

When restraints are used, the district shall ensure that:

1. no restraint is administered in such a way that the student is inhibited or impeded from breathing or communicating;
2. no restraint is administered in such a way that places excess pressure on the student's chest, back, or causes positional asphyxia;
3. restraints are only administered by district staff who have received training in accordance with the State Board rules;
4. opportunities to have the restraint removed are provided to the student who indicates he/she is willing to cease the violent or dangerous behavior;
5. when it is determined by trained district staff that the restraint is no longer necessary to protect the student or others (i.e. the emergency no longer exists), the restraint shall be removed; and
6. the student is reasonably monitored to ensure the student's physical safety.

Additionally, in the case of seclusion, staff shall reintegrate the student or clearly communicate to the student that the student is free to leave the area used to seclude the student.

D. Proper administration of specific restraints

1. Chemical restraints shall not be used.
2. Mechanical and prone restraints shall not be used, except in the limited circumstances permitted by state law and described as exceptions in the accompanying policy.
3. Physical restraint
 - a. A person administering the physical restraint shall only use the amount of force necessary to stop the dangerous or violent actions of the student.
 - b. A restrained student shall be continuously monitored to ensure that the breathing of the student in such physical restraint is not compromised.
 - c. A student shall be released from physical restraint within fifteen minutes after the initiation of the restraint, except when precluded for safety reasons.

4. Seclusion

- a. Relief periods from seclusion shall be provided for reasonable access to toilet facilities.
- b. Any space in which a student is secluded shall have adequate lighting, ventilation and size and shall not be any space used by school staff for storage custodial purposes, or office space.
- c. Any space used for student seclusion must have at least one window to monitor students when the door is closed. If an adequate space with a window is not feasible, video camera monitoring must be possible. Continuous monitoring is required throughout the time a student is secluded.
- d. ~~To the extent possible under the specific circumstances,~~ The space should must be a safe space free of injurious items.

E. Notification requirements

1. If there is a reasonable probability that restraint might be used with a particular student, appropriate school staff shall notify, in writing, the student's parents, and, if appropriate, the student of:
 - a. the restraint procedures (including types of restraints) that might be used;
 - b. specific circumstances in which restraint might be used; and
 - c. staff involved.
2. For students with disabilities, if the parents request a meeting with school personnel to discuss the notification, school personnel shall ensure that the meeting is convened.
3. The required notification may occur at the meeting where the student's behavior plan or IEP is developed/reviewed.

F. Documentation requirements

1. If restraints are used, a written report shall be submitted within one school day to school administration.
2. The school principal or designee shall verbally notify the parents as soon as possible but no later than the end of the school day that the restraint was used.
3. If a student is restrained for more than one, but less than five minutes, written notice must be given to the student's parent or legal guardian on the day of the restraint. The written notice shall include the date of restraint, student's name, and the number of times the student was restrained that day.
4. If a student is restrained for five minutes or more, a~~A~~-written report based on the findings of the staff review required by paragraph G. below shall be emailed, faxed or mailed to the student's parent within five calendar days

of the use of restraint. The written report of the use of restraint shall include:

- a. the antecedent to the student's behavior if known;
 - b. a description of the incident;
 - c. efforts made to de-escalate the situation;
 - d. alternatives that were attempted;
 - e. the type and duration of the restraint used;
 - f. injuries that occurred, if any; and
 - g. the staff present and staff involved in administering the restraint.
5. A copy of the written report on the use of restraint shall be placed in the student's confidential file.

G. Review of specific incidents of restraint

1. The district shall ensure that a review process is established and conducted for each incident of restraint used. The purpose of this review shall be to ascertain that appropriate procedures were followed and to minimize future use of restraint.
2. The review shall include, but is not limited to:
 - a. staff review of the incident;
 - b. follow up communication with the student and the student's family;
 - c. review of the documentation to ensure use of alternative strategies; and
 - d. recommendations for adjustment of procedures, if appropriate.
3. If requested by the district or the student's parents, the district shall convene a meeting to review the incident. For students with IEPs or Section 504 plans, such review may occur through the IEP or Section 504 process.

H. General review process

1. The district shall ensure that a general review process is established, conducted and documented in writing at least annually. The purpose of the general review is to ascertain that the district is properly administering restraint, identifying additional training needs, minimizing and preventing the use of restraint by increasing the use of positive behavior interventions, and reducing the incidence of injury to students and staff.
2. The review shall include, but is not limited to:
 - a. analysis of incident reports, including all reports prepared pursuant to paragraphs F.1 and F.3 above and including, but not limited to, procedures used during the restraint, preventative or alternative techniques tried, documentation, and follow up;
 - b. training needs of staff;
 - c. staff to student ratio; and

- d. environmental conditions, including physical space, student seating arrangements and noise levels.

I. Staff training

1. The district shall ensure that staff utilizing restraint in schools are trained in accordance with the State Board rules.
2. Training shall include:
 - a. a continuum of prevention techniques;
 - b. environmental management;
 - c. a continuum of de-escalation techniques;
 - d. nationally recognized physical management and restraint practices, including, but not limited to, techniques that allow restraint in an upright or sitting position and information about the dangers created by prone restraint;
 - e. methods to explain the use of restraint to the student who is to be restrained and to the student's family; and
 - f. appropriate documentation and notification procedures.
3. Retraining shall occur at a frequency of at least every two years.

Adoption date: 07/24/00

Revised: 01/22/01, 07/26/10, 7/24/17

NOTE: Although Colorado school districts are not required by law to adopt a regulation on this subject, state law requires administrative units, including school districts, to adopt a policy that addresses how a student who has an order or recommendation from a qualified health-care provider for medically necessary treatment receives such treatment in the school setting.

This sample regulation contains the policy content/language that CASB believes best meets the intent of the law. CASB strongly recommends that the district consult with its own legal counsel prior to the local Board's adoption of a policy on this issue.

Authorizing Private Health-Care Specialists to Provide Medically Necessary Treatment in School Setting

A private health-care specialist may be permitted to come onto the premises of any district school for the purpose of providing medically necessary treatment to a student if it has been determined by the student's IEP team or 504 team that such medically necessary treatment must be provided to the student within the school setting pursuant to section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794, as amended, and Title II of the federal "Americans with Disabilities Act of 1990."

Such treatment will not occur on school premises unless the following minimum requirements are met:

1. The district prepares, with the input of the private health-care specialist and the student's parent/guardian, a written plan that identifies the form, designated location(s), treatment plan for administration from the private health-care specialist, and any additional protocol regarding administration of medically necessary treatment to the student, which may include implementing a background check for the private health-care specialist, requirements that the private health-care specialist be appropriately supervised by the employing agency, or other protocol(s) if deemed necessary by the District. The written plan must be signed by the school administrator, the student (if capable), the private health-care specialist, and the student's parent/guardian.
2. The district provides a representative who has the authority and responsibility to work with the parents and private health-care specialist to schedule and/or cancel the private health-care specialist's visits to the school to provide medically necessary treatment.
3. The student's parent signs a parental consent form to any medically necessary treatment in the school setting.

4. The private health-care specialist signs a Confidentiality Affidavit certifying that they will comply with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and shall not read any documents or file materials pertaining to any student other than the qualifying student.
5. The private health-care specialist provides a certificate of insurance of General Liability, Auto Liability, and Professional Liability insurance. The General Liability and Auto Liability policies must name the district as an additional insured party.
6. The private health-care specialist provides proof of Colorado licensure.
7. The private health-care specialist signs an Assumption of Risk form waiving any and all claims and demands for relief concerning any physical or emotional harm, injury, or damage to the private health-care specialist caused by the student and/or any other student.

After the medically necessary treatment begins, the treatment is subject to the following conditions:

1. At all times, through implementation of this regulation and associated policy, all parties shall strive to avoid disruption to the learning environment of all students, avoid disruption to the student's access to special education services, and maintain the integrity of all students' instructional programs.
2. The private health-care specialist must give at least two weeks' advance notice of any additional visits to the school to work with the student that were not mentioned in the written plan.
3. The district has sole discretion to deny an additional visit, or reschedule or modify any planned visit, if the visit to the school would interfere with the school's necessary activities, schedule of school staff, or scheduling priorities. Except in an emergency, the private health-care specialist and the student's parent/guardian will be given two weeks' advance notice of any rescheduling or modification of an existing visit.
4. The student's parent/guardian will be solely responsible for compensating the private health-care specialist for medically necessary treatment, and the district will have no financial obligation to the private health-care specialist for fees, expenses, or any other associated cost. If the private health-care specialist offers suggestions, professional observations, opinions, advice, or consultation to and for district staff, the district will not be obligated to pay any associated fee or charge.

5. The private health-care specialist must follow all applicable provisions of state and federal law and district policies during any time the private health-care specialist is on district premises.
6. The district will not exercise supervisory control over the content or nature of private health-care specialist's medically necessary treatment of the student. However, if requested, the district is entitled to advance discussion and review of the content and nature of such services in order to coordinate the medically necessary treatment with other classroom and school activities.
7. Permission for the private health-care specialist to administer medically necessary treatment to a student, and to remain on district property, may be limited or revoked if the private health-care specialist violates this policy or demonstrates an inability to responsibly follow this policy's parameters.

(Adoption date)

NOTE: State law requires administrative units, including school districts, to adopt a policy that addresses how a student who has an order or recommendation from a qualified health-care provider, called a “private health-care specialist” for medically necessary treatment receives such treatment in the school setting as required by applicable federal and state laws, including section 504 of the federal “Rehabilitation Act of 1973”, 29 U.S.C. sec. 794, as amended, and Title II of the federal “Americans with Disabilities Act of 1990”.

This sample policy contains the policy content/language that CASB believes best meets the intent of the law. CASB strongly recommends that the district consult with its own legal counsel prior to the local Board’s adoption of a policy on this issue.

Medically Necessary Treatment in School Setting

The provision of medically necessary treatment to students by private health-care specialists must be done in accordance with this policy. If medically necessary treatment requires administration of prescription and/or nonprescription medications to students, such administration must be in accordance with applicable law and the Board's policy concerning the administration of medications to students.

Definitions

For purposes of this policy, the following definitions apply:

1. “Medically necessary treatment” means treatment recommended or ordered by a Colorado licensed health-care provider acting within the scope of the health-care provider’s license.
2. “Private health-care specialist” means a health-care provider who is licensed, certified, or otherwise authorized to provide health-care services in Colorado, including pediatric behavioral health treatment providers pursuant to the state medical assistance program, C.R.S. 25.5, articles 4, 5, and 6, and autism services providers who provide treatment pursuant to C.R.S. 10-16-104 (1.4). In no event may a school district or administrative unit staff member be recognized as a private health-care specialist for the purposes of this policy.

Notification of Rights

Parents and/or legal guardians of a student with disabilities will be notified that section 504 of the federal “Rehabilitation Act of 1973”, 29 U.S.C. sec. 794, as amended, and Title II of the federal “Americans with Disabilities Act of 1990” provide rights and protections to students to access medically necessary treatment required by the student to have meaningful access to the benefits of a public education, or to attend school without risks to the student’s health or safety due to the student’s disabling medical condition.

Determination Whether Medically Necessary Treatment Must be Provided on School Premises

1. It will be the responsibility of a student's IEP team or 504 team to determine whether any medically necessary treatment must be provided to the student within the school setting in order for the student to access their education, pursuant to section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794, as amended, and Title II of the federal "Americans with Disabilities Act of 1990."
2. When making the determination whether medically necessary treatment must be provided within the school setting, the student's IEP team or 504 team will invite the private health-care specialist who ordered or recommended the medically necessary treatment to attend the student's IEP meeting or 504 meeting at which the issue will be discussed. The invitation will include the option for the private health-care specialist to submit information in writing that can be reviewed at such IEP meeting or 504 meeting. The invitation will be given not less than ten (10) calendar days in advance of the IEP or 504 meeting.
3. Nothing in this policy will be construed to prevent the district from using its own staff, if qualified, or contracting with a qualified provider of its choice to provide medically necessary treatment that a student's IEP team or 504 team has determined must be provided in the school setting pursuant to section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794, as amended, and/or Title II of the federal "Americans with Disabilities Act of 1990."
4. Nothing in this policy will be construed to require the district to permit a third party to determine or provide special education or related services in the school setting in a way that interferes with the districts' obligations and authority under federal law.

Access to School Setting by Private Health-Care Specialists

1. *Access to provide medically necessary treatment.* A private health-care specialist may be granted access to school or district property to provide medically necessary treatment in accordance with the determination of the student's IEP team or 504 team, and subject to the Board's policy and/or procedures concerning visitors to schools and all other applicable policies, and subject to the provisions of regulation JLCDC-R.
2. *Access to solely observe student or collaborate with school personnel.* A private health-care specialist may be granted access to school or district property to observe the student in the school setting or collaborate with school personnel regarding the student, without providing direct treatment to the student, in accordance with the determination of the student's IEP team or 504 team, and subject to the Board's policy and/or procedures concerning visitors to schools and all other applicable policies.

Permission to provide medically necessary treatment on school premises may be limited or revoked if the private health-care specialist violates this policy or JLCDC*-R or demonstrates an inability to responsibly follow the requirements of the school district or administrative unit.

Appeal

If the IEP team or the 504 team determines that any medically necessary treatment is not required to be provided in the school setting pursuant to section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794, as amended, and/or Title II of the federal "Americans with Disabilities Act of 1990," the IEP team or 504 team will provide notice to the student's parents or legal guardian that the student has a right to appeal such determination. Such appeal must meet, at a minimum, the following requirements:

(a) The district will hold an appeal hearing within a reasonable time after it has received the request for an appeal from the parent or student.

(b) The district will give the parent and student notice of the date, time, and place, reasonably in advance of the appeal hearing.

(c) The appeal hearing may be conducted by any individual, including an official of the district, who does not have a direct interest in the outcome of the hearing.

(d) The district will give the parent and student a full and fair opportunity to present evidence relevant to the issue whether the medically necessary treatment as ordered or recommended by a private health-care specialist is required to be provided in the school setting pursuant to section 504 of the federal "Rehabilitation Act of 1973", 29 U.S.C. sec. 794, as amended, and/or Title II of the federal "Americans with Disabilities Act of 1990." The parent or eligible student may, at their own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

(e) The district will make its decision in writing within a reasonable period of time after the appeal hearing.

(f) The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Reporting

Each school shall designate a particular staff member to report the following to the superintendent or designee on a regular basis: the name of the requesting student, the student's request, and the outcome of the request, whether accepted or denied.

(Adoption date)

LEGAL REFS.: 42 U.S.C. sec. 1396 and 1396d(r)(5) (stating that Colorado's Medicaid program is required to cover all medically necessary treatment, including treatment in school settings.)

C.R.S. § 22-20-121

CROSS REFS.: JLCD, Administering Medications to Students

JLCDB*, Administration of Medical Marijuana to Qualified Students

JLCE, First Aid and Emergency Medical Care

JLCDC*-R, Authorizing Private Health-Care Specialists to Provide Medically Necessary Treatment in School Setting

KI, Visitors in Schools

NOTE #1: Some districts may have existing relationships with organizations that may provide medical or health services in schools, which might include hospitals or other various organizations that provide community clinics in rural areas. These services may or may not be medically necessary as defined by this policy, but the services are unrelated to the IEP or 504 process, and as such there would not be a finding by an IEP or 504 team that it is necessary to provide the service at school. If your district has such a relationship, CASB recommends consulting with legal counsel regarding any exceptions or explanations that would be advisable within this policy.

NOTE: Colorado school districts are required by law to adopt a policy on this subject. Some content in this policy reflects legal requirements school districts must follow. This sample policy contains the content/language that CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

Relations with Charter Schools

The Board of Education supports efforts by parents/guardians, teachers or other interested persons or organizations interested in establishing charter schools within the district. In accordance with state law, charter schools are intended to:

- Expand learning opportunities for all students
- Encourage diverse approaches to learning through the use of different, proven or innovative teaching methods
- Provide parents/guardians and students with expanded choices in the types of educational opportunities that are available within the public school system
- Encourage parental and community involvement with public schools

A charter school is a public, nonsectarian, nonreligious, non-home-based school which operates within the school district and is accountable to the district's Board of Education. It is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, age, genetic information, need for special education services, or conditions related to pregnancy or childbirth. A charter school has standing to sue and be sued in its own name for the enforcement of any contract it is authorized by law to enter into.

The majority of the charter school's students must reside in the school district or in contiguous school districts.

Enrollment is open to any child who resides within the school district or in contiguous school districts and who meets the criteria in the charter application. Students participating in any on-line program offered by the charter school are not required to reside in the district or contiguous districts. There is no restriction on the number of on-line students that may enroll in any on-line program offered by the charter school. No charter school is required to make alterations in the structure of its facility or the arrangement or function of rooms within the facility except as may be required by state or federal law. A charter school will not charge tuition except as otherwise provided by law.

Each charter school is governed by its own governing body in a manner agreed to by the charter school applicant and the Board. An approved charter application will serve as the basis for a contract between the charter school and the district. The contract must reflect all agreements between the district and the charter school including the waiver of local district policies and the waiver of statutory requirements or rules by the State Board of Education.

A charter school is responsible for its own operation including but not limited to preparation of a budget, contracting for services, and personnel matters.

Services for which a charter school contracts with the school district will be negotiated and provided at district cost. No rent will be charged for use of district facilities which may be available for the charter school. Any moneys received by a charter school from any source that remain at the end of any budget year will remain in the charter school account for use by the charter school in subsequent years.

A charter school may offer any educational program that may be offered by a school district, including an on-line program, unless expressly prohibited by its charter or by state law. Each charter school shall have an educational program designed to enable students to meet or exceed state and district content standards.

A charter school will begin in the fall following the date the application is approved, unless another starting time is agreed upon by the Board and the applicant.

The period for which a new charter may be approved is a minimum of three academic years and a maximum of five academic years except that a charter school and the local Board may agree to extend the charter beyond five years for the purpose of enhancing the terms of any lease or financial obligation. Renewal of a charter must be for a period of not more than five years.

Adopted: 02/26/01

Revised: 10/28/02, 9/24/07 (Legal Ref.), 5/27/09, 3/22/10 (legal ref), 11/10 (legal ref/note), 08/27/12, 11/19 (Legal Ref/Note), 08/10/20, 11/29/21

LEGAL REFS.: 42 U.S.C. 2000ff *et seq.* (*Genetic Information Nondiscrimination Act of 2008*)
C.R.S. 13-80-103.9 (*liability for failure to perform an education employment required background check*)
C.R.S. 19-2-402 (3)(c) (*charter schools pay the proportionate share of educational expense of students in juvenile detention facilities*)
C.R.S. 22-2-119 (*inquiries prior to hiring*)
C.R.S. 22-30.5-101 *et seq.* (*Charter Schools Act*)

C.R.S. 22-30.5-110 (1.3) *(district must adopt procedures and timelines for the charter renewal process)*
C.R.S. 22-30.5-110 (6) *(district must adopt procedures for closing a charter)*
C.R.S. 22-30.5-701 et seq. *(Charter School Emergency Powers Act)*
C.R.S. 22-32-109 (1)(pp) *(district must annually distribute to district charter schools informational materials relating to federal student loan repayment programs and student loan forgiveness programs)*
C.R.S. 22-32-120 (5) *(district charter school may apply to the Colorado Department of Education for authorization as a school food authority)*
C.R.S. 22-32-124 *(pursuant to section 104 of the Charter Schools Act, all decisions regarding the planning, siting, and inspection of charter schools must be made in accordance with the same statute that applies to school districts)*
1 CCR 301-88 *(State Board of Education's rules establishing guiding principles for charter schools and charter school authorizers)*

NOTE 1: Colorado law provides for the establishment of independent charter schools distinct from the charter schools described in this policy. See C.R.S. 22-30.5-301 et seq.

NOTE 2: The State Charter School Institute is authorized to approve and monitor institute charter schools. See C.R.S. 22-30.5-501 et seq. This policy applies only to charter schools authorized by the Board of Education.

NOTE 3: A school board may include a statement in this policy encouraging charter applicants to address specified school district needs. See C.R.S. 22-30.5-107(3.5). The General Assembly intends that school districts give greater consideration to charter school applications designed to increase educational opportunities of at-risk students. See C.R.S. 22-30.5-109(3).

NOTE 4: The Board is prohibited from imposing a moratorium on the approval of charger applications. See C.R.S. 22-30.5-109(8). Any existing policy language limiting the number of charter schools in the district should be removed from policy. The school district may not restrict the number of pupils a charger school may enroll unless one of the exceptions applies. The parties may negotiate a limit on enrollment in the school's ability to achieve other objectives or ensure that enrollment does not exceed the capacity of the charter school facility. See C.R.S. 22-30.5-109(7).

NOTE 5: The charter school and the school district must negotiate prior to the beginning of each fiscal year for the payment to the school district of any direct costs incurred by the school district. The school district must provide an itemized accounting of these costs. For this purpose "direct costs" means the direct costs incurred by the school district solely for the purpose of reviewing charger applications, negotiation the charger contract and providing direct oversight to charter schools. See C.R.S. 22-30.5-112(2)(b.5). Direct costs does not include legal or other costs attributable to litigation or dispute resolution.

NOTE 6: The "Charter School Emergency Powers Act," C.R.S. 22-30.5-701 et seq. (the Act) permits the Board to seek an order from the Commissioner of Education when a district charter school is in an "emergency." The Act defines an "emergency" as situations that present a significant threat to health or safety of students, staff or others involved with the charter school or to the substantial property rights of the charter school authorizer; a significant risk to the charter school's solvency; a substantial diversion of charter school moneys; or other situations that justify the Commissioner's intervention, as defined by the State Board of Education. The Act authorizes the Commissioner to issue orders requiring external control over certain functions of a charter school, including an "order of reorganization." Expenses incurred in pursuing the action must be paid by the Board; expenses incurred in defending the action must be paid by the district charter school. The costs incurred by the Colorado Department of Education as a result of any requested action must be shared equally between the Board and the district charter school.

NOTE 7: A district authorizer must notify the state treasurer and commissioner of the Colorado Department of Education after taking action to nonrenew or revoke the charter of a school that has outstanding bonded indebtedness issued by the Colorado Education and Cultural Facilities Authority (CECFA) C.R.S. 22-30.5-110.3. The authorizer will then participate in discussions with the commissioner, the treasurer, CECFA and the school to pursue options for avoiding a default on the bond.

NOTE 8: The State Charter School Institute (CSI) may act as the LEA for a district charter school that wishes to apply for a competitive grant under any federal or state statute, except the IDEA C.R.S. 22-30.5-104. The law requires a charter to attempt to collaborate with their district authorizer on any grant that the district also intends to pursue. The charter school may apply for the grant through CSI only if the attempt to collaborate with its authorizer fails.

Note 9: Additional resources for district authorizers, including a standard application form for charter schools as well as sample contract language and attachments can be found on the Colorado Department of Education's website www.cde.state.co.us/cdechart/DistAuthInfo.htm.

NOTE 10: Additional resources for district authorizers, including a standard application form for charter schools as well as sample contract language and attachments can be found on the Colorado Department of Education's website www.cde.state.co.us/cdechart/DistAuthInfo.htm.

NOTE 11: State law requires school districts to annually distribute to each district charter school "informational materials related to federal student loan repayment and student loan forgiveness programs, including updated materials received from the department of education." C.R.S. 22-32-109 (1)(pp

NOTE 12: For purposes of this policy, these terms have the following meanings:

- *"Race" includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.*
- *"Protective Hairstyle" includes such hairstyles as braids, locs, twists, tight coils or curls, cornrows, bantu knots, afros, and head wraps.*
- *"Sexual Orientation" means a person's orientation toward heterosexuality, homosexuality, bisexuality, or transgender status or another person's perception thereof.*

Sargent School District RE-33J, Monte Vista, Colorado

Relations with District Charter Schools

(Procedures for Establishment, Review, Renewal, Revocation and Closure)

A. Application requirements

Prerequisite for filing application

A district charter school applicant must demonstrate that a majority of the proposed district charter school's pupils will reside in the chartering school district or in contiguous school districts in order to apply for or be granted a charter.

Intent to apply

At least 30 days before submitting an application, applicants must file an intent to apply form (LBD*-E) with the district. *[Note: The district may establish a reasonable time period in which to require an "intent to apply" form before the deadline for submission of an application.]*

Timeline for submission of application

In accordance with this regulation, a district charter school applicant shall submit an application to the district only on August 1st by 4pm the first business day following *August 1st* of the year preceding the proposed opening of the district charter school. This allows time for district administrator(s) to review the application for completeness and a review by the district accountability committee before the application is officially submitted to the Board. However, the Board and the applicant may jointly waive this deadline.

[Note: The Board can establish a deadline date that falls any time between August 1 and October 1. C.R.S. 22-30.5-107 (1). If the date for submitting applications is changed, the Board must notify the Colorado Department of Education and each charter applicant of the change by certified letter.]

Contents of the application

In accordance with state law, the approved district charter school application will be the basis for negotiating a contract between the district and the district charter school. At a minimum, the application shall include the following:

1. Intent to apply form (exhibit LBD*-E)
2. Executive summary

Provide an executive summary that outlines the elements of the application and provides an overview of the proposed charter school.

3. Vision and mission

Provide a copy of the vision and mission statements of the district charter school and a description of the process used to develop the statements.

4. Goals, objectives and student performance standards

State the proposed four-year goals for the district charter school including timelines. Describe the process used to identify the goals. The goals shall address accreditation performance indicators and applicable goals and standards in federal law.

5. Purpose and evidence of support

State the purpose for the district charter school and a geographic description of the area of intended service.

Provide evidence that an adequate number of parents/guardians and students support the formation of the district charter school. Where possible, this evidence shall be shown in aggregate (by grade level and school), without disclosing personally identifiable student information.

6. Student achievement and curriculum

Describe the district charter school's educational program, student performance standards and curriculum that shall provide students with the educational experiences necessary to achieve the standards.

Detail the plan for academic accountability, including a description of measurable annual targets for the measures used to determine the levels of attainment of the accreditation performance indicators.

Describe the curriculum to be used in the district charter school, including a list of the objectives and means of measuring student performance for each subject and each grade level.

Describe the district charter school's procedures for taking corrective action in the event that student performance at the school falls below the specified targets for the measures used to determine the levels of attainment of the accreditation performance indicators.

Describe the policies regarding student discipline, expulsion and suspension that are consistent with the intents and purposes of state and federal law.

Describe the plan for addressing the needs of students with special needs, including budget and staff requirements. The plan shall include identifying and meeting the learning needs of at-risk students, students with disabilities, gifted students and English language learners.

Describe the manner in which the district charter school will collect and use longitudinal assessment data in determining and improving the academic progress achieved by district charter school students.]

7. Criteria for enrollment decisions

Consistent with state and federal law, describe the enrollment policy and the criteria for enrollment decisions.

NOTE: District charter schools may give enrollment preference to children with disabilities, as defined in C.R.S. 22-20-103. If a charter school chooses to exercise the enrollment preference plan for children with disabilities, the school shall ensure compliance with the obligation to provide a free, appropriate public education in the least restrictive environment possible in accordance with the Federal Individuals with Disabilities Act, 20 U.S.C. sec 1400 et seq., as amended. The district charter school may allow a parent and/or guardian to voluntarily provide information regarding whether their child has a disability.

8. Governance and decision making

Describe the governing body, including a detailed description of the relationship between the district charter school and the school district.

Consistent with state law, describe the types and extent of parental, professional educator and community involvement in the governance and operation of the district charter school. Provide information on how the district charter school will be accountable to the public.

Describe expectations and plans for ongoing parent and community involvement.

Provide draft bylaws for the district charter school.

9. Employment plan and practices

Describe the employment policies of the district charter school including a description of the qualifications for licensed and classified employees, employee compensation schedule(s), recruitment and selection procedures, plan(s) for resolving employee relation problems, and the relationship that will exist between the district charter school and its employees.

10. Financial data, facilities and transportation

Provide necessary evidence that the plan for the district charter school is economically sound.

Include a proposed budget for a term of at least five years and a description of the manner in which an independent annual audit of the financial statements is to be obtained, consistent with state and federal law. The proposed budget shall include all information and data necessary for the district and Board to understand how the district charter school will fund all of its operations during the term of the charter.

A student fee schedule should be included in addition to a proposed schedule of cash flow.

If the district charter school intends to seek grants or donations, the application shall include an explanation of the contingency plan if the school is unsuccessful in securing such funding.]

Detail the plan for fiscal accountability.

Describe the services the district charter school plans to purchase from the district.

Provide a detailed summary of all insurance coverage, which shall include workers' compensation, liability insurance, and insurance for the facility and its contents, and a proposal regarding the parties' respective legal liabilities.

Describe the facilities to be used, the reasonable costs of the facilities, and the way they will be obtained and maintained. Include any contracted services and the proposed contractor.

Describe the proposed student transportation system and food services program, including the contract if services will be provided by a second party. If transportation or food services are to be provided by the district charter school, include a plan for addressing the needs of low income students, complying with insurance and liability issues and complying with state and federal law.

Address whether the district charter school seeks authority to impose a transportation fee on enrolled students and if so, describe the circumstances and procedures by which the district charter school will impose such a transportation fee.

11. Dispute resolution

Describe the process consistent with state law that will be used to resolve disputes that may arise between the district and the district charter school.

12. Requested "automatic waivers" under state law

List the state laws and regulations included in the State Board of Education's list of "automatic waivers" that the district charter school requests.

13. Requested waivers that are not "automatic waivers" under state law

List the district policies for which waivers are requested. Include the reasons for each request.

List the state laws and regulations for which waivers are requested. Include the reasons for each request.

Include a statement saying how the district charter school plans to comply with the intent of the statutes, rules and policies that are waived.

14. Education management provider, if applicable

Include the following information if the district charter school intends to contract with an education management provider (EMP):

- a summary of the performance data for all current schools of the EMP, including documentation of academic achievement and school management success
- an explanation and evidence of EMP's capacity for successful expansion
- an explanation of existing or potential conflicts of interest between the governing board of the district charter school and the EMP
- a copy of the actual or proposed performance contract between the district charter school board and the EMP that specifies performance evaluation measures, methods of contract oversight and enforcement, compensation structure and fees, and conditions for contract renewal and termination.

15. Additional information

Provide any additional information that might be helpful in supporting the application to establish a district charter school.

Submission procedures

No application fee will be charged by the Board.

The applicant must provide two original copies of the completed application printed single-sided on white paper, not stapled, or an electronic copy of the application.

At least 30 days prior to submitting an application, the applicant shall complete the intent to apply form (exhibit LBD*-E) and provide the completed form to the district's designated administrator(s).

Only on August 1st by 4pm on the first business day following August 1st of the year preceding the proposed opening of the district charter school, the applicant shall submit the application to the district's designated administrator(s). Within 15 days after receiving the application, the district administrator shall review the application to determine whether all components required by law and policy have been addressed and if the application is deemed incomplete, the district administrator will document the missing components in a written notice to the applicant within the 15-day period. Applicants shall be allowed 15 days from the date of receipt of such notification to provide the missing information. Alternatively, the applicant may elect to withdraw the application or submit a complete application in a future year.

If the application is deemed complete, the district administrator will indicate the date the applicant filed the initial application and forward the application to the district accountability committee.

Review by district accountability committee

The district accountability committee shall review an application before submission to the Board. The committee shall include one person, who need not reside in the district, with knowledge of district charter schools and one parent of a student in the district. The parent must be a district charter school parent if the district has a district charter school. The district accountability committee will have at least 15 days, if possible, to review the application prior to review by the Board. *[Note: The district may establish a reasonable period of time for the district accountability committee to review the application.]* Upon the committee's completion of its review, the designated district administrator(s) shall forward the application to the Board for review at the next regular Board meeting.

Review by the Board

The Board shall not accept or consider an incomplete application nor shall the Board take action on an application if the information deemed necessary by district administration to complete the application is not received within the 15 day period allowed by state law. Statutory timelines for Board action upon a complete district charter application shall commence when the district's designated administrator(s) receives the initial charter application from the charter applicant. The parties may mutually agree to waive any deadlines during the application process, including extending the deadline for Board consideration of the application.

Once a complete application has been accepted by the Board, the Board will interview the district charter applicant. Interviewing the applicant does not preclude the Board from requiring the applicant to submit additional information or documentation.

Public meetings

After giving reasonable notice, the Board shall schedule and hold community meetings in the affected areas or the entire district to obtain information to assist the Board to make a decision about the district charter school application.

Decision on the district charter application

The Board shall make a decision on a complete district charter school application by resolution in a regular or special Board meeting within 90 days after receiving the initial charter application from the charter applicant or such deadline as may be mutually agreed upon by the Board and the applicant. The Board may approve, approve with conditions, or deny the district charter application.

The Board may unilaterally impose conditions on a district charter school applicant only through adoption of a Board resolution. Such resolution shall, at a minimum, state the Board's reasons for imposing the conditions unilaterally.

If the application is approved with conditions, the applicant must satisfy all conditions before the Board may approve the application. An applicant's failure to satisfy all of the Board's conditions shall result in the Board's denial of the application.

If the application is approved, the district charter shall be granted for a period of at least four academic years.

If the application is denied or if the Board does not review the application, the Board will set forth in writing the grounds for denial or refusal to review. The Board shall notify the Colorado Department of Education of the denial and the reasons within 15 days after it makes this decision. If the application is approved, the Board will send a copy of the approved district charter to the Department of Education within 15 days after Board approval of the application.

Negotiations

All negotiations between the Board and an approved district charter school on the district charter agreement shall be concluded by and all terms agreed upon no later than 90 days after the Board resolution approving the district charter application.

B. Annual performance review of district charter

The district's administration shall create a process for and ensure an annual review of the district charter school's performance.

At a minimum, the review shall include the district charter school's progress toward meeting the objectives of its accreditation plan and the results of the district charter school's most recent annual financial audit.

If the district charter school is required to implement a turnaround plan for a second consecutive school year, it shall also present the turnaround plan, a summary of changes made to improve its performance, and evidence that it is making sufficient improvement to attain a higher accreditation category within two school years or sooner.

The district charter school shall receive written feedback from the annual review and a copy shall be given to the Board for consideration in any decision to renew, revoke, or renegotiate the district charter.

C. Renewal of a district charter

Each district charter shall be provided a copy of these renewal procedures and timelines and receive a copy of any subsequent revisions to the procedures or timelines.

The governing body of a district charter school shall submit a renewal application to the Board no later than December 1 of the year prior to the year in which the district charter expires.

The renewal application shall contain a complete report on the progress of the school in achieving the goals, objectives, student performance standards, content standards, targets for the measures used to determine the levels of attainment of the accreditation performance indicators, and other terms of the district charter contract and the results achieved by the district charter school students on state assessments.

The renewal application shall also include a financial statement that discloses the costs of administration, instruction and other spending categories for the school; and any information or materials resulting from the district's annual review of the district charter school.

The Board shall rule by resolution on the renewal application no later than February 1 of the year in which the district charter expires or by a mutually agreed upon date.

D. Revocation of a district charter

A district charter may be revoked or not renewed by the Board if the Board determines that the district charter school did any of the following:

1. Committed a material violation of any of the conditions, standards or procedures in the contract;
2. Failed to meet or make adequate progress toward achievement of the goals, objectives, content standards, pupil performance standards, targets for the measures used to determine the levels of attainment of the student performance indicators, applicable federal requirements, or other terms identified in the contract;
3. Failed to make sufficient improvement to attain an accreditation category higher than turnaround status within two school years or if the district charter school is required to implement a turnaround plan for a third consecutive school year;
4. Failed to meet generally accepted standards of fiscal management; or
5. Violated any provision of law from which the district charter school is not specifically exempt.

The school district administration shall provide the Board and district charter school a written recommendation concerning whether to revoke or renew the district charter, including reasons supporting the recommendation. The recommendation shall be submitted at least 15 days prior to the date the Board will consider action to revoke or renew the district charter.

If the Board revokes or does not renew a district charter, the Board shall state its reasons for doing so in writing.

E. Closure of a district charter school

Following nonrenewal or revocation of a district charter school's charter, the school district shall, when practicable, allow the district charter school to continue to operate through the end of the school year. However, if the Board determines it is necessary to close the district charter school prior to the end of the school year, the school district shall work with the district charter school to determine an earlier closure date.

The school district shall work with the parents of students enrolled in the district charter school to ensure that students are enrolled in schools that meet their educational needs, whether such enrollment need happen mid-year or at the end of a school year.

The school district shall also work with the district charter school to ensure the district charter school meets its financial, legal and reporting obligations during the period of time that the district charter school is concluding its operations.

Adoption date: 04/22/02

Revised: 10/28/02, 12/15/03, 09/27/04, 09/26/05, 08/24/15, 10/24/22