

A - Doug Levinson B - Paul Pitton C - John Williams D - Tom Parrish E - Amy Davis						Board of Education Mesa County Valley School District 51 Business Meeting Minutes: May 28, 2019 Adopted: June 25, 2019	
	A	B	C	D	E		
						AGENDA ITEMS	ACTION
Present	x	x	x	x	x	BUSINESS MEETING	6:02 p.m.
Absent						A. CALL TO ORDER/PLEDGE OF ALLEGIANCE ➤ Mr. Parrish welcomed attendees to the May Business Meeting and gave instructions for meeting participants to address the Board, <i>under Item G, Audience Comments</i> .	
Motion		x				B. AGENDA APPROVAL	Adopted
Second	x						
Aye	x	x	x	x	x		
No							
Motion	x					C. MEETING MINUTES AND SUMMARY APPROVAL	Adopted
Second		x				C-1. April 2, 2019, Board Work Session Minutes	
Aye	x	x	x	x	x	C-2. April 16, 2019, Board Business Meeting Minutes	
No							
						D. RECOGNITIONS	
						D-1. Recognition for Daniels Scholars, Mawusi Iris Danso and Joshua Paul Newhouse [Resolution: 18/19: 102]	
						➤ Mr. Parrish requested Mawusi Danso and Joshua Newhouse come to the front of the room. Mawusi and Joshua were among 218 students, out of 1850 applicants, to receive a Daniels Scholarship. Students receiving this coveted scholarship may attend any accredited nonprofit college or university in the United States, and this scholarship covers their expenses that remain after all other scholarships and financial aid are applied. Mawusi plans to attend the University of Denver and Joshua plans to attend Calvin College in Michigan.	
						➤ The Board and Superintendent Sirko congratulated Mawusi and Joshua for their academic accomplishments and wished them the best in their future.	
						D-2. Recognition for Auguste Escoffier School of Culinary Arts Gold Medal, Career Center Culinary Arts Team [Resolution: 18/19: 103]	
						➤ Dr. Davis was pleased to invite the Career Center Culinary Arts Team and their advisor, Ms. Christina Horn, to the front of the room. The team members are Gavin Carcamo, Grace McClung, Luis Ramos, Randy Roy and Lily Bagwell. The Culinary Arts Team won first place at the Young Escoffier Competition at the Auguste Escoffier School of Culinary Arts, beating out eighteen other teams. For winning the competition, each student received a gold medal, a knife kit and a \$3,000 scholarship to the Auguste Escoffier School of Culinary Arts.	
						➤ The Board and Superintendent Sirko congratulated the students, and their advisor, for their display of creativity, professionalism and skills required to win such a prestigious competition.	
						D-3. Recognition for SkillsUSA, Cyrus Dougherty, Career Center [Resolution: 18/19: 104]	
						➤ Cyrus was unable to attend the Board meeting so his instructor, Mr. Brian Roddiger accepted the recognition on his behalf. Cyrus recently competed in	

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						<p>the 2019 SkillsUSA State Leadership and Skills Conference in Colorado Springs. Cyrus received a silver medal in the Job Skills Demonstration event and a bronze medal in the Power Equipment Technology/Small Engine category.</p> <p>➤ The Board thanked Mr. Roddiger for the work he does with students and requested he extend Cyrus their congratulations.</p> <p>D-4. Recognition for Future Business Leader of America Administrator of the Year, Dr. Sherri Arogsteguy [Resolution: 18/19: 105]</p> <p>➤ Mr. Parrish invited Dr. Sherri Arogsteguy to join him at the front of the room. Dr. Arogsteguy was named Colorado Future Business Leader of America (FBLA) Administrator of the Year. She was nominated by her peers and was selected for her support and participation of FBLA activities. Mrs. Arogsteguy has worked as a business teacher for twenty-five years and as the Career and Technical Education Director for District 51.</p> <p>➤ The Board and Superintendent Sirko thanked Dr. Arogsteguy for her contribution to her students and learning community and emphasized her selection was well deserved.</p> <p>D-5. Recognition for Grand Junction High School Orange and Black Newspaper [Resolution: 18/19: 106]</p> <p>➤ Mr. Pitton was excited to invite Dr. Megan Fromm and the Grand Junction High School Orange and Black Newsmagazine students to the front of the room. Mr. Pitton remarked on the overwhelming amount of time the students dedicate to their publication outside of school hours. Recently, several of the journalists, of the Orange and Black Newsmagazine, were recognized by the National Scholastic Press Association and the Colorado Student Media Association.</p> <p>➤ Receiving recognition from the National Scholastic Press Association were:</p> <ul style="list-style-type: none"> • Riley Lovato who earned Honorable Mention in Law & Ethics Write-off • McKenna Bryant who earned Honorable Mention in News Writing Write-off • Callie Shea who earned Excellent in Sports Writing <p>➤ From the Colorado Student Media Association were:</p> <ul style="list-style-type: none"> • Delaney Kidd and Sheldon Peterson won first place in Breaking News Coverage Online • Riley Lovato and McKenna Bryant won first place in In-Depth News Coverage • Mason Toth won first place in Editorial Cartoon • Madi Martinez won second place in In-Depth Sports Coverage • Madi Martinez and Luke Aubert won second place in Facing Pages Design <p>The Orange and Black Newsmagazine's advisor, Dr. Megan Fromm recently received recognition from the National Association for Media Literacy Education (NAMLE). She won the Media Literacy Teacher award and will be recognized at the NAMLE Conference in Washington D.C. this summer.</p>	

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						<ul style="list-style-type: none"> ➤ The Board and Superintendent Sirko congratulated Dr. Fromm, and her students, on the outstanding journalism work. <p>D-6. Recognition for Southwest League Girls Soccer All Conference Player and Coach of the Year, Lila Dere and Mr. Ethan Johnson [Resolution: 18/19: 107]</p> <ul style="list-style-type: none"> ➤ Mr. Williams invited Lila Dere and Mr. Ethan Johnson to the front of the room. Mr. Johnson was unable to attend. The Fruita Monument High School (FMHS) girls' soccer team coach, Mr. Johnson, and player, Lila Dere were recently named Coach and Player of the Year, respectively, by the Southwest League. The FMHS team finished with a record of thirteen wins and four losses and scored a total of 48 goals. Of those 48 goals, Lila scored 33 and assisted in six. ➤ The Board and Superintendent Sirko congratulated Mr. Johnson and Lila for FMHS girls' soccer team's winning season and commended Lila on her outstanding athletic abilities. <p>D-7. Recognition for the 5A State Champion in 800 Meter, David Cardenas, Central High School [Resolution: 18/19: 108]</p> <ul style="list-style-type: none"> ➤ David was not present to receive the recognition. The recognition will be read at the next meeting. <p>D-8. Recognition for Hunter Buniger, Grand Junction High School/Career Center [Resolution: 18/19: 109]</p> <ul style="list-style-type: none"> ➤ Mr. Williams requested Hunter Buniger step to the front of the room. Hunter is a Grand Junction High School student who attended the Career Center Early Childhood Program. Part of the program's criteria is to teach students CPR and First Aid. Hunter's training in First Aid was indispensable when he recently performed the Heimlich maneuver on a fellow diner who was choking. ➤ The Board and Superintendent Sirko were proud to recognize Hunter for his selfless actions in keeping a person from choking. <p>E. BOARD REPORTS/COMMUNICATIONS/REQUESTS</p> <ul style="list-style-type: none"> ➤ Mr. Parrish reported on attending the Key Performance Program (KPP) student presentations. He encouraged others to attend, as the presentations are very impressive. ➤ Mr. Pitton shared stories of students he observed at various businesses tied to the Career Technical Education Program (CTE). A student at GPD Global is working with robotics and training new staff. A student working at CoorsTek designed and engineered a process and mechanics for one person to perform a task, which previously took five. Another student was named Employee of the Month at a local hotel where she programs registers and works in accounting. ➤ Mr. Pitton reported the Discipline Committee is working with the District's student data base system, Synergy, to tie the data base system to the Multi Tiered Support System (MTSS). 	

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						<ul style="list-style-type: none"> ➤ Mr. Parrish reported that the Western Colorado Community College is spearheading a project with industry organizations to develop a mega-tronics lab. The lab will be open to all the high schools. ➤ Mr. Williams stated he would rate this year's graduation ceremonies as some of the best he has attended. ➤ Mr. Pitton acknowledged Mr. Levinson's contribution to the graduation ceremonies by organizing kindergarten students to speak at the Fruita Monument High School graduation. <p>F. LEGISLATIVE REPORT</p> <ul style="list-style-type: none"> ➤ None at this time <p>G. AUDIENCE COMMENTS</p> <ul style="list-style-type: none"> ➤ Mr. Parrish stated each speaker would be limited to three minutes and following all presentations the Board would take a small break allowing time for the presenters to meet with Superintendent Sirko. ➤ Mr. Rob Harris, 2809½ Village Park Dr., Grand Junction, CO 81506 Mr. Harris is a father of three students, one who graduated last week. Mr. Harris shared concerns over the educational needs of his daughter who is in middle school and who is blind. He feels the District has not been cooperative in supporting his daughter's education needs and has failed to recognize blindness as her primary learning disability. The District sued his family for the right to evaluate his daughter, spending bond and mill money on attorney fees. Mr. Harris submitted a copy of his statement to the Board. He did not read his entire statement, due to time constraints. ➤ Mrs. Susan Harris, 2809½ Village Park Dr., Grand Junction, CO 81506 Mrs. Harris, wife to Mr. Rob Harris, feels her student has not received a free appropriate public education and the District is ill equipped to teach a blind student. She does not agree with District's identification of her daughter's primary disability, and feels the District has ignored documentation showing the correct identification. She requested the Board take a hard look at how the D51 Special Education Department operates. Mrs. Harris submitted a copy of her statement and additional documents to the Board. She did not read her entire statement, due to time constraints. ➤ Ms. Susanne Sietmann, 2226 Texas Avenue, Grand Junction, CO 81501 Ms. Sietmann, a respite care provider for a student on an Individual Education Plan (IEP), reported on an end of the year IEP meeting she attended. She noted who was present at the meeting and shared the meeting should have been about the needs of the student and steps needed to meet those needs. Instead, the District did not address needs noting they are not required to offer any services for the summer. The District did offer an on-line program or suggested the parents could work with a residential treatment center even though the District was aware the treatment center did not work for the student in the past. Mrs. Sietmann submitted a written copy of her statement to the Board. She did not read her entire statement, due to time constraints. 	

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						<ul style="list-style-type: none"> ➤ Dr. Barry Sobel, 441 Mediterranean Way, Grand Junction, CO 81507 Dr. Sobel, reiterated that an IEP meeting should not be used to deny services. He reported District administration has repeatedly violated federal law by failing to provide a free and appropriate public education for his daughter. Because the District has refused to work with student's family, the District is now court ordered to pay the full cost of the residential treatment center. He feels his daughter's skills in reading and math have gone backwards for years. He requested the District institute a thorough investigation of the Special Education Department by an independent counsel specializing in educational law. Mr. Sobel submitted a written copy of his statement to the Board. He did not read his entire statement, due to time constraints. ➤ Mr. Williams noted the Special Education Department could probably do better, but without written releases from the family to satisfy Federal Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA), there is an issue of fair play and full disclosure when just hearing one side of the story. <p>H. SUPERINTENDENT'S REPORT</p> <ul style="list-style-type: none"> ➤ Superintendent Sirko reported on the graduation ceremonies and the opportunity for celebrations of students' accomplishments. She thanked the Board and staff for being welcoming, open and working hard to provide our students with an excellent education. <p>H-1. 2019-2020 Budget Presentation, Mr. Phil Onofrio, Mrs. Vi Crawford, Ms. Melanie Heath</p> <ul style="list-style-type: none"> ➤ Ms. Heath, Assistant Director of Financial Services, reported the budget they are presenting would be brought to the June Board Business Meeting for adoption. She reviewed the following items: <ul style="list-style-type: none"> • The formula used by the state to calculate the per pupil ratio and the additional funding the District could anticipate receiving based on the current student count. • Changes in the law regarding full day kindergarten, the estimated revenue from the state and anticipated costs to accommodate full day kindergarten. • Revenue adjustments and expenditures. The largest expenditure is salary and benefits. The negotiated salary increase is 2.6% increment and a 2% cost of living increase. The employer contribution to the Public Employee Retirement Association (PERA) will be increased and the District's share for an employees' health insurance will increase. Expenditures include hiring additional Behavior Support Specialists, English Language Learner Coaches, a Principal for the new Fruita elementary school an additional custodian for the new Orchard Mesa Middle School, increasing the hours for the Environmental Health and Safety intern and other school based positions. Other expenditure increases include increases in utility costs, worker compensation, transportation and concurrent enrollment, negotiated APLU increases and increase in the BOCES contract. Some 	

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						adjustments to the budget included the elimination of five administrative positions, a freeze in central administrative salaries, anticipated teacher attrition, a reduction in the Eureka Math/Science contract, miscellaneous non-salary adjustments and removal of the one-time teacher supply fund. ➤ Ms. Heath reviewed a comparison sheet showing the difference in revenues, expenditures, transfers, operational adjustments and the fund balance from the adopted 2018-2019 budget to the presented 2019-2020 budget. The fund balance will see an increase from 4.9% to 5.39%	
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	I. CONSENT AGENDA I-1. Personnel Actions I-1.a. Licensed Administrative Actions [Resolution: 18/19: 98] I-1.b. Administrative New Hires [Resolution: 18/19: 99] I-1.c. Non-renewals [Resolution: 18/19: 100] I-2. Gifts [Resolution: 18/19: 88] I-3. Grants [Resolution: 18/19: 96] I-4. Curriculum Adoption I-4.a. Resource Purchase Recommendations I-4.a.1. K-5 Literacy Resource Recommendation [Resolution: 18/19: 92] I-4.a.2. PE Middle School Resource Recommendation [Resolution: 18/19: 93] I-4.a.3. Computer Science Resource Recommendation [Resolution: 18/19: 94] I-4.a.4. CTE Resource Recommendation [Resolution: 18/19: 95] I-4.b. Early Adopter Recommendation I-4.b.1. Math 6 – 8 [Resolution: 18/19: 97]	Adopted
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	J. BUSINESS ITEMS J-1. Ratification of Mesa County Valley School District and Mesa Valley Education Association Contract [Resolution: 18/19: 101]	Adopted
Motion Second Aye No	x x x x	x x x x	x x x x	x x x x	x x x x	J-2. Policy, Second Reading J-2.a. JRA/JRC, Student Records J-2.b. IKF, Graduation Requirements (2020 and prior) J-2.c. IKF(2), Graduation Requirements (2021 and thereafter) J-2.d. JF, School Admissions J-3. Policy First Reading J-3.a. GDA, Provisional Support Staff Positions J-3.b. JK, Student Discipline J-3.c. JICDA, Code of Student Conduct J-3.d. ADF, School Wellness	Adopted
						K. BOARD OPEN DISCUSSION ➤ None at this time	

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Motion Second Aye No						L. FUTURE MEETINGS ➤ Reviewed.	
						M. EXECUTIVE SESSION ➤ Motion to move to executive session. Present at executive session: Dr. Davis, Mr. Levinson, Mr. Parrish, Mr. Pitton, Mr. Williams, Dr. Sirko and Mr. Phil Onofrio, Chief Academic Officer. (1) Appeal withdrawn. (2) To discuss, pursuant to section 24-6-402(4)(a), C.R.S., possible lease, transfer, sale or other disposition of certain District real, personal or other property interests at the old Orchard Mesa Middle School, including the Orchard Mesa Swimming Pool and related recreational facilities. a) Time spent discussing the Orchard Mesa Middle School property including the Orchard Mesa Swimming Pool: 21 minutes ➤ Motion to adjourn executive session.	8:08 p.m. Moved to executive session
							8:29 Adjourn
Motion Second Aye No	x						
		x					
	x	x	x	x	x		
Motion Second Aye No			x			N. ADJOURNMENT	8:30 p.m.
		x					
	x	x	x	x	x		
						Bridget Story, Assistant Secretary Board of Education	

The Board would like to invite Mawusi Danso and Joshua Newhouse to the front.

The Board of Education and Superintendent Sirko are pleased to recognize Mawusi and Joshua, both students at Palisade High School, for earning the distinct honor of receiving the coveted Daniels Scholarship.

This year, approximately 1850 students from Colorado, New Mexico, Utah, and Wyoming applied for this scholarship, which honors students who display exceptional character, leadership, and commitment to their community. Of the 218 students who were selected, 134 are from Colorado, and two of those students are from District 51.

Daniels Fund Scholars may attend any accredited nonprofit college or university in the United States. The scholarship covers the expenses that remain after all other scholarships and financial aid have been applied.

Joshua will be attending Calvin College in Michigan, and Mawusi will attend the University of Denver.

There is no doubt that Mawusi and Joshua are completely deserving of this award. The Board and Superintendent Sirko would like to congratulate both of them on their accomplishments, and wish them the best in their future goals and plans.

The Board of Education would like to invite the Career Center Culinary Arts Team to the front.

The Career Center Culinary Arts program gives students experience working in, operating, and maintaining a kitchen and dining room. Students are involved in food preparation, baking, catering, cooking, serving, and customer service.

Last month, Gavin Carcamo, Grace McClung, Luis Ramos, Randy Roy, and Lily Bagwell traveled to Boulder with their instructor, Ms. Christina Horn, to compete in the Young Escoffier Competition at Auguste Escoffier School of Culinary Arts. For the competition, students were given an assortment of ingredients and access to a general pantry and tasked with creating a dish from the supplies.

The Career Center team's dish of panko and garlic crusted pork loin with honeyed carrots, parsley fingerlings, and a double dijon vinaigrette beat out 19 other high school teams for the first place prize. Each student received a gold medal, a knife kit, and a \$3,000 scholarship to the Auguste Escoffier School of Culinary Arts.

The Board of Education and Superintendent Sirko are thrilled to recognize this remarkable group of students, and their instructor, for their display of creativity, professionalism, and skill for such a prestigious competition. Congratulations to you all.

The Board would like to invite Cyrus Dougherty to the front.

Earlier this year, Cyrus competed in the 2019 SkillsUSA State Leadership and Skills Conference in Colorado Springs. The conference includes competitive events that showcase the best Career and Technical Education (CTE) students in the nation. The event occupies a space equivalent to 16 football fields with thousands of contestants in 100 separate events.

Cyrus competed in the Job Skills Demonstration event where he was required to demonstrate and explain an entry-level skill used in a selected occupational area. He also competed in the Power Equipment Technology/Small Engine, where he had to demonstrate a mastery of knowledge in mechanic functions of two- and four-cycle engines, theories that go along with the types of engines found within the industry, and a variety of schematics found in the industry. Cyrus received a silver medal in the Job Skills Demonstration event and bronze in the Power Equipment category.

The Board of Education and Superintendent Sirko are proud to recognize Cyrus for applying himself to his education, learning the content, and demonstrating it masterfully at the state conference. Congratulations.

The Board of Education would like to invite Dr. Sherri Arogsteguy to the front.

The Board of Education and Superintendent Sirko are proud to recognize Dr. Arogsteguy for her recent recognition as Administrator of the Year for the Colorado Future Business Leaders of America (FBLA).

To receive this award, individuals are nominated by peers, FBLA advisers, and students. The selection committee considers the individuals support and participation of FBLA activities; support of local, district, and state officers; and support of local advisers in attending conferences and local chapter activities.

Dr. Arogsteguy was nominated for her 25 years as a business teacher on the Western Slope. She also served as the Career and Technical Education Director for District 51, working to bring our four largest high schools together in the initiative. She helped obtain funding for CTE programs, and elevated FBLA and CTE within the community.

The Board of Education and Superintendent Sirko are proud to recognize Dr. Arogsteguy for her contributions to our students and learning community. This honor of Administrator of the Year is well deserved. Congratulations.

The Board of Education would like to invite Dr. Megan Fromm and the GJHS Orange and Black students to the front.

The Board of Education and Superintendent Sirko are pleased to recognize the GJHS Orange and Black students, and their adviser Dr. Megan Fromm, for the many recent awards and accomplishments.

Last month, the National Scholastic Press Association awarded high honors to the Orange and Black at the National High School Journalism Conference in Anaheim, California. Individually, Riley Lovato earned Honorable Mention in Law and Ethics Write-off, McKenna Bryant earned Honorable Mention in News Writing Write-off, and Callie Shea earned Excellent in Sports Writing. The student newspaper also won 9th in Best of Show for Special Edition Coverage for the student journalism reporting on the condition of Grand Junction High School; and placed third in the small school website category.

Only a few days after the National competition, the Colorado Student Media Association released its “Best of Colorado” awards, which honored five individual students for their contribution and excellent journalism.

Delaney Kidd & Sheldon Peterson won first place in Breaking News Coverage Online

Riley Lovato and McKenna Bryant won first place in In-Depth News Coverage

Mason Toth won first place in Editorial Cartoon

Madi Martinez won second place in In-Depth Sports Coverage

Madi Martinez and Luke Aubert won second place in Facing Pages Design

Then, a few days after that, the National Association for Media Literacy Education (NAMLE) released their 2019 awards which honor people and organizations who have had a great impact on the media literacy community. Dr. Megan Fromm, the journalism teacher at Grand Junction High School and adviser to the Orange and Black, won the Media Literacy Teacher award and will be recognized at the NAMLE Conference in Washington D.C. this summer.

The Board of Education and Superintendent Sirko are thrilled to recognize these fantastic students, and their adviser, for their accomplishments on the state and national level. Congratulations!

The Board of Education would like to invite Lila Dere and Ethan Johnson to the front.

The Board and Superintendent Sirko would like to congratulate Fruita Monument High School's Lila Dere and Ethan Johnson for their recent recognition from the Southwestern League All Conference Girls Soccer Teams as Player and Coach of the Year. It is a distinct honor to be chosen by your peers as one of the finest in your field.

Lila Dere, a junior at FMHS, was selected as player of the year. Lila plays as a forward on the team, and this year was the leading scorer with 33 goals and 6 assists. Ethan Johnson was recognized as the league's coach of the year. Under his leadership, the team's season record was 13-4 with 7 shutouts, and 48 total goals.

The Board of Education and Superintendent Sirko would like to congratulate Lila and Mr. Johnson for their hard work and dedication, both on the field and in the classroom.

The Board of Education would like to invite Hunter Buniger to the front.

The Board of Education and Superintendent Sirko are proud to introduce Hunter Buniger. Hunter is a student at Grand Junction High School and also attends the Career Center Early Childhood Program. In the program, students are trained and certified in CPR and First Aid.

That training and knowledge came into action two weeks ago when Hunter was attending a meeting at a restaurant in town and a fellow diner began to choke. Without hesitation, Hunter rushed to her aid and performed the Heimlich maneuver. Because of Hunter's quick thinking and actions, the fellow diner recovered.

Cam Wyatt, the principal at Career Center, describes Hunter as caring, educated, fearless, responsive, and professional – all which contributed to this event that set Hunter apart as a hero.

The Board of Education and Superintendent Sirko are proud to recognize Hunter for his selfless actions that likely prevented a tragedy. We are proud to have upstanding individuals like Hunter serving our community and representing themselves and our District well. Congratulations, Hunter, and thank you for your actions.

Licensed and Administrative Personnel Action

Board of Education Resolution: 18/19: 98

Adopted: May 28, 2019

Name	Location	Assignment	Effective Date
Retirements			
HAYTER, MICHAEL ALBERT	ORCHARD MESA	6TH GR SCIENCE	5/31/2019
POWELL, RANDALL ALAN	CENTRAL	ACTIVITIES/ATHLETIC DIRECTOR	6/13/2019
STORY, SANDRA KAY	GJHS	PHYSICAL EDUCATION	5/31/2019
WOOD, MARTY J	GRAND MESA	PHYSICAL EDUCATION	5/31/2019
Resignations/Termination			
BRANDSTOETTNER, RUTH R	CHATFIELD	GRADE 4	5/31/2019
CASTILLO, NATASHA B	FMHS	SP ED-MODERATE NEEDS	5/31/2019
CONLON PERRY, ALLISON M	HAWTHORNE	OCCUPATIONAL THERAPIST	5/31/2019
DEMING, MIRIAM	BOOKCLIFF	VOCAL MUSIC	5/31/2019
FITZGIBBONS, JASMINE S	ROCKY MOUNTAIN	GRADE 2	5/31/2019
GILMAN, MICHELLE R	REDLANDS	SPEECH/LANGUAGE THERAPIST	5/31/2019
GREGORICH, TARA R	WEST	SP ED-MODERATE NEEDS	5/31/2019
HAASE, MICHAEL E	R-5	PRINCIPAL, MIDDLE SCHOOL	6/13/2019
HASS, KELLY L	CHATFIELD	KINDERGARTEN	5/31/2019
HAUPT, DIANE R	BTK	COORDINATOR	6/13/2019
HAWKINS, CAROL A	NISLEY	SP ED-MODERATE NEEDS	5/31/2019
HYMAN, CARA F	FRUITVALE	KINDERGARTEN	5/31/2019
JONES, KATHARINE A	FRUITVALE	GRADE 1	5/31/2019
KAPER, SHYRL A	WINGATE	KINDERGARTEN	5/31/2019
KELLEY, KREGG R	THUNDER MTN	GRADE 5	5/31/2019
LANGLEY, PATRICIA M	ROCKY MOUNTAIN	ASSISTANT PRINCIPAL-ELEM	6/13/2019
LYNN, KELLY RENEE	PALISADE	BUSINESS	5/31/2019
MIDLES, REBECCA H	EMERSON	EX DIR	6/30/2019
MORGAN, DAN J	MT GARFIELD	6TH GR SCIENCE	5/31/2019
MORGAN, STEFANIE L	MT GARFIELD	INTERVENTIONIST	5/31/2019
NAIK, STACEY E	PEAR PARK	GRADE 3	5/31/2019
NELB SINECKA, JITKA	REDLANDS	SP ED-SSN	5/31/2019
ONEILL, JACINDA L	WEST	ART	5/31/2019
PETRUCCI, MARY ELAINE	BTK	SPEECH/LANGUAGE THERAPIST	5/31/2019
PHILLIPS, JULIANN R	REDLANDS	8TH GR LANGUAGE ARTS	5/31/2019
PRODROMIDES, MARY E	BOOKCLIFF	PHYSICAL EDUCATION	5/31/2019
REAMS RAY, BRETTE B	APPLETON	GRADE 4	5/31/2019
REINERS, ERIK JAMES	REDLANDS	PHYSICAL EDUCATION	5/31/2019

Licensed and Administrative Personnel Action

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SPIELMAN, BRITTNEY A	CHIPETA	KINDERGARTEN	5/31/2019
STOCKS, AMY L	GRAND RIVER	ENGLISH LANGUAGE ARTS	5/31/2019
STORY, TIFFANY MARIE	THUNDER MTN	GRADE 5	5/31/2019
THOMAS, JULIANA M	CAREER CENTER	HEALTH OCC. EDUCATION	5/31/2019
TINKER, EMILY A	PEAR PARK	GRADE 5	5/31/2019
TIPTON, SHELBI	THUNDER MTN	GRADE 1	4/15/2019
TROUT, ANN M	GJHS	SP ED-MODERATE NEEDS	5/31/2019
WINDER, ASHLEY M	CHIPETA	GRADE 3	5/31/2019
WISE, BREEANNA N	CLIFTON	GRADE 4	5/31/2019
Leave of Absence			
NONE AT THIS TIME.			
New Assignments (Transfer/New Hires)			
HUDDLE, SALLY	MT. GARFIELD	ASSISTANT PRINCIPAL	7/23/2019
Return from Leave			
MCGILTON, HILARY A	RIM ROCK	GRADES K-1-2 TEACHER	4/29/2019

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on May 28, 2019

Bridget Story
Assistant Secretary, Board of Education

Board of Education Resolution: 18/19: 99

Adopted: May 28, 2019

Patricia Virden	Executive Director of Student Services and Support
<p>Ms. Virden is coming into this role after serving as Principal of Rocky Mountain Elementary School for the past 10 years. Prior to that she was an Assistant Principal for a year and Positive Behavior Support Specialist/Behavior Specialist for eight years. Before coming to D51, Ms. Virden was a teacher of children w/emotional disability and as a social emotional special education teacher.</p> <p>Ms. Virden received her B.S. Degree in Special Education in 1995 from the University of Maine at Farmington, Maine and her Master's Degree in Affective Education: Special Education in 2000 from the University of Northern Colorado, Greeley.</p>	
Emma-Leigh Larsen	New Fruita Elementary School Principal
<p>Ms. Larsen has been employed by D51 since 2006 where she has served as Pomona Elementary School Principal. Prior to moving to Colorado, Ms. Larsen was a Principal/Assistant Principal for eight years in New Jersey and an elementary school teacher for ten years.</p> <p>Ms. Larsen received her B.A. Degree in History with an Elementary Education Certification in 1987 from Rutgers University in Camden, New Jersey and her Master's Degree in Educational Administration and Supervision in 1999 from Rutgers University, New Brunswick, New Jersey.</p>	
Cinnamon Cain	Dos Rios Elementary School Principal
<p>Ms. Cain has served for the past two years as Assistant Principal at both Pomona Elementary and Dos Rios Elementary. Prior to that she was an elementary teacher and Nisley for many years.</p> <p>Ms. Cain received her B.A. Degree in Liberal Arts/Elementary Education in 1998 from Adams State College, Alamosa, Colorado and her Master's Degree in Reading/Curriculum and Instruction in 2008 from Grand Canyon University, Phoenix, AZ.</p>	

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on May 28, 2019

Bridget Story
Assistant Secretary, Board of Education



Board of Education Resolution: 18/19: 100

Adopted: May 28, 2019

Administrator Contract Non-Renewal Due to Budget

CARLEO, LUKE - Coordinator of Community Partnerships administrator contract non-renewed.

DELANO, CHARLES - Director of Communications administrator contract non-renewed.

HUDDLE, SALLY - Director of Program Evaluation and Research administrator contract non-renewed. Ms. Huddle was selected for MGMS Assistant Principal for 2019-20 school year.

KRAEUTER, LEIA - Administrator Induction Coordinator administrator contract non-renewed.

MORT, EDDIE - Assistant Director of Maintenance administrator contract non-renewed for 2019-20 school year. Mr. Mort will continue as Construction Projects Liaison funded with bond funds for the 2019-20 school year.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on May 28, 2019

*Bridget Story
Assistant Secretary, Board of Education*

**Mesa County Valley School District 51
GIFTS**

Board of Education Resolution: 18/19: 88

Adopted: May 28, 2019

Donor	Jolley Smiles, PC
Gift	Cash
Value	\$100.00
School/Department	Palisade High School / Cheer team

Donor	Brian and Jeri Hanly
Gift	Cash
Value	\$150.00
School/Department	Palisade High School / Choir

Donor	Darius and Regina Shurden
Gift	Cash
Value	\$100.00
School/Department	Palisade High School / Choir

Donor	Joanne Eidson
Gift	Cash
Value	\$400.00
School/Department	East Middle School / Testing snacks

Donor	Cindy Day and Bill Hertzog
Gift	Cash
Value	\$100.00
School/Department	Fruita Monument High School / Girls Lacrosse

Donor	Marilyn Fite
Gift	Cash
Value	\$1,500.00
School/Department	Nutrition Services / Unpaid student cafeteria accounts

Donor	Dewey Bridge
Gift	Cash
Value	\$100.00
School/Department	Pomona Elementary School / Reanna Kissner 3 rd grade class

Donor	Michael Neste and Pamela Ruland
Gift	Cash
Value	\$200.00
School/Department	Palisade High School / Friends of Choral Music

**Mesa County Valley School District 51
GIFTS**

Board of Education Resolution: 18/19: 88

Adopted: May 28, 2019

Donor	Living Hope Evangelical Church
Gift	Snow cones
Value	\$85.00
School/Department	Lincoln Orchard Mesa Elementary / Fun Run Day

Donor	Victory Life Church
Gift	Building Use
Value	\$1,000.00
School/Department	Emerson / AP Regional Mock Reading

Donor	Community Hospital Trauma Program
Gift	50 Stop the Bleed kits
Value	\$1,416.35
School/Department	Various schools / Add to their AED cabinets

Donor	Alpine Bank
Gift	30 back pack with crisis materials and \$500.00
Value	\$1,100.00
School/Department	District Crisis Team / Crisis response at schools

Donor	Shelter Insurance
Gift	Snack crackers
Value	\$43.15
School/Department	Lincoln Orchard Mesa Elementary / Snacks for students

Donor	Eric and Jennifer Mello
Gift	Cash
Value	\$24.00
School/Department	Palisade High School / IB Program

NOW THEREFORE BE IT RESOLVED the Mesa County Valley School District 51 Board of Education, in accepting the donations listed above, extends their appreciation and acknowledges these important partnerships within the community which support learning for all students.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

*Bridget Story
Assistant Secretary, Board of Education*

Mesa County Valley School District 51

Grants

Board of Education Resolution: 18/19: 96

Adopted: May 28, 2019

Grant Title	Nisley Elementary Playground Project
Source	Great Outdoors Colorado
Fund Number	22-138-2005
Site	Taylor Elementary
Description	Remove old playground equipment and install new equipment
Budget Amount	\$110,000.00
Fiscal Year	06/30/2019
Authorized Representative	Dorothy Wolf

NOW THEREFORE BE IT RESOLVED that the Mesa County Valley School District No. 51 Board of Education approved the above identified grant funds for expenditure purposes.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

Bridget Story
Assistant Secretary, Board of Education

D51 Instructional Resource Recommendation

Content:	K-5 Literacy (Reading, Writing, Speaking and Listening)
Term & Year for Adoption Cycle:	Spring 2019
Term & Year for Implementation:	Fall 2019
Last Primary Adoption:	N/A
Resource Needed: (Primary, Supplementary, OR Both)	Primary: Teachers College Reading Writing Project at Columbia University Reading Units of Study and Writing Units of Study

Rationale for Selection:

- Align with D51 Learning Model (standards, workshop, Teaching and Learning Framework)
- Align with D51 portfolio of resources to support balanced literacy instruction (leveled book rooms, classroom libraries, read aloud libraries)
- Systematic scope and sequence of reading standards, writing standards, speaking and listening standards (as defined by Colorado Academic Standards)
- Embedded professional learning
- High ratings on D51 Curriculum Resource Governance Rubric which ensures alignment to the Colorado Academic Standards and D51 Learning Model
- High average score using the Hexagon Tool: Exploring Context (adapted from CDE) (27/30)
- Some elementary schools in District 51 have these resources and/or have been using them; some need updated editions as well as ongoing, intentionally designed professional learning.
- Cohesiveness in literacy instruction across grades and schools based on Colorado Academic Standards is needed to improve student achievement and ensure equity and access to rigorous instruction.
- Differentiated with multiple access points, purposeful, intentional, explicit, responsive and learner centered
- Implementation of these resources with fidelity and ongoing professional learning at some sites has yielded results in growth and achievement for learners.
- CMAS/PARCC achievement scores in reading and writing indicate that D51 learners score significantly lower than the state.

D51 Instructional Resource Recommendation

- For students in grades K-1, students who are below or well below the benchmark in DIBELS is about 50%.
- 88% of elementary schools already have the *Writing Units of Study*. Of that, 47.8% of teachers are reported to be using the *Writing Units of Study* on a consistent basis.
- 73.9% of teachers who use the *Writing Units of Study* have used it for more than two years.
- 72.7% of schools already have the *Reading Units of Study* in the building. Of that, 68.8% are reported to be using the resource on a consistent basis.
- 50% of teachers who use the *Reading Units of Study* have implemented for more than two years.
- There are a large number of schools using the *Units of Study*; however the number of teachers at each school using the *Units of Study* decreases.

Cost of Resource:

- Reading Units of Study \$88,973
- Writing Units of Study \$79,578.63
- Up the Ladder \$20,700
- Total **\$189,251.63**

Recommendation for Professional Learning Program: Level 3

Phase One 2019-2020

- **\$56,035.20** (for 3-5 support only; Phonics resource professional learning for K-2)

Phase Two 2020-2021

- Further professional learning to be determined as part of the implementation cycle

Phase Three 2021-2022

- Further professional learning to be determined as part of the implementation cycle

Cost for Professional Learning Recommended:

TOTAL COST = 245,286.83

D51 Instructional Resource Recommendation

Professional Learning Implementation Plan Design Guidance

Level 3	<p>System-wide, Multi-year Professional Learning Program Professional learning planned over several years. This level may include event professional learning at the point of resource implementation, but also includes an ongoing focus at building PLCs and multiple staff development days. Support of this learning is a targeted focus for D51 Instructional Coaches.</p> <p>Design of Professional Learning Program: Designed collaboratively with directors with approval from ILT due to scale of implementation & scope of impact. Specialists in collaboration with teacher content teams, and directors deliver the professional learning</p> <p>Budget: Requires combined budget supports (eg, Fund 10, Title II, Mill) and multi-year budget commitments.</p> <p>Evaluation: Designed collaboratively with the program evaluation oversight student outcomes must be included in the ongoing evaluation (Director of Assessment)</p>
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* Implementation plan design thinking informed by **Learning Forward Standards for Professional Learning** and **Assessing Impact: Evaluating Professional Learning** by Joellen Killian (Corwin, 2018).

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

*Bridget Story
Assistant Secretary, Board of Education*

D51 Instructional Resource Recommendation

Content:	Middle School Physical Education
Year for Adoption Cycle:	Spring 2019
Year for Implementation:	Fall 2019
Last Primary Adoption:	N/A
Resource Needed: (Primary, Supplementary, OR Both)	Nutrition and Health-Related Fitness: Both Primary and Supplementary
<p>Rationale for Selection:</p> <ul style="list-style-type: none"> Physical Education is an academic subject. Integrated curriculum approach from standards in Comprehensive Health and Physical Education. Hands-on discovery for students to develop lifelong healthy eating habits with an emphasis on reading nutrition labels. Hands-on discovery to create experiences for students to explore and develop how their body systems react to physical activity. Hands-on discovery to improve mindfulness and flexibility. Emphasis on the development of lifelong practices for Nutrition and Health-Related Fitness. Creating equity by providing all schools with quality materials based on individual school needs. <ul style="list-style-type: none"> Based on the inventories that each school completed, the IRST noticed significant gaps. When comparing equipment lists, not every school had the same resources. The IRST's goal is to create equity throughout the schools so students have equal learning opportunities. 	
<p>Approximate Cost of Resource: (provide itemized list if multiple elements to resource)</p> <p>Standards-Based Resources for All Middle Schools:</p> <ul style="list-style-type: none"> Nutrition Education: Nasco Double Food Card Set for every MS School = \$519.50 Yoga Mats for every MS School = \$6,750.00 Ultra Fit Yoga Cards for every MS School = \$279.60 <p>Standards-Based Resources for Specific Sites to Ensure Equity of Resources:</p> <ul style="list-style-type: none"> Kettlebells (various weights) for 3 schools = \$2698.50 Slamballs for 2 schools = \$719.00 Accordion Mats for 3 schools = \$6589.00 Exercise Bands for 3 schools = \$630.00 Jump Ropes for 3 schools = \$373.20 	

D51 Instructional Resource Recommendation

- Flexibility Tester for 1 school = \$349.00

Would there be an annual, recurring cost for this resource? If yes, please describe.

No

Recommendation for Professional Learning:

Trainings for nutrition education and mindfulness resources will happen during our Back to School in-service in August 2019. There will not be a cost for this. Trainings for additional equipment will occur during Middle School Inservice days.

Level of Support Plan: (circle one) **Level 1** / Level 2 / Level 3

Approximate Mill Budget Request for Professional Learning: (elements of professional learning funded by Mill budget)

No budget needed.

APPROXIMATE TOTAL COST = \$18,905.80

Professional Learning Implementation Plan Design Guidance

Level 1	<p>Event Professional Learning Professional learning delivered to introduce teachers to the new curriculum resource and provide them the tools needed to use the resource in their classroom. (Typically done at the beginning of a school year with 1-2 days dedicated to the learning.)</p> <p>Design of Professional Learning Event: Teacher or specialist designed in collaboration with the publisher</p> <p>Budget: Mill budget</p> <p>Evaluation: Designed and completed by the specialist during the same school year.</p>
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* Implementation plan design thinking informed by **Learning Forward Standards for Professional Learning** and **Assessing Impact: Evaluating Professional Learning** by Joellen Killion (Corwin, 2018).

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

Bridget Story

Assistant Secretary, Board of Education

D51 Instructional Resource Recommendation

Content:	K-8 Computer Science
Year for Adoption Cycle:	Spring 2019
Year for Implementation:	Fall 2019
Last Primary Adoption:	In the past, typing software for elementary learners was purchased via the Technology Department. However, this funding is no longer available. At the middle school level, there is no current adoption of typing software.
Resource Needed: (Primary, Supplementary, OR Both)	Primary Resource
Rationale for Selection: <ul style="list-style-type: none"> • Keyboarding is a fundamental skill which students use frequently when learning new concepts or skills and when demonstrating learning via technology. • Learning keyboarding skills is required by the Common Core Standards. • Keyboarding is an important skill for most careers. • Free versions of typing software expose students to ads and collect student information, violating the Family Education Rights and Privacy Act. Purchasing the school edition of typing software ensures compliance with the Family Education Rights and Privacy Act. • Typing Pal and Typing.com provide instant feedback to students about their typing skills, including words per minute, accuracy percentages, and achievement levels. • Students have opportunities to reflect on their growth and teachers can monitor students' progress in real time. • Typing Pal and Typing.com integrate with Clever for one-click login. 	
Approximate Cost of Resource: <ul style="list-style-type: none"> • The cost of Typing Pal, the elementary level typing software, will be \$6,324 for the 2019-20 school year. The cost per student is \$.68. All elementary learners are included in this price (9,300 students). • The cost of Typing.com, the preferred middle school level typing software, will be \$7,225 for the 2019-20 school year. The cost per student is \$1.70. The software will be purchased for all middle school students enrolled in computer science courses (4,250 students). 	
Would there be an annual, recurring cost for this resource? Yes, there will be annual recurring costs. The price above shows the cost of yearly subscriptions.	

D51 Instructional Resource Recommendation

Recommendation for Professional Learning:

Professional learning is not needed as computer science teachers and technology paraprofessionals are accustomed to facilitate the development of keyboarding skills.

Level of Support Plan: (circle one) Level 1 / Level 2 / Level 3 - N/A

Approximate Mill Budget Request for Professional Learning: (elements of professional learning funded by Mill budget)

No budget is needed for professional learning.

APPROXIMATE TOTAL COST = \$13,549.00

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

Bridget Story

Assistant Secretary, Board of Education

D51 Instructional Resource Recommendation

Content:	High School Career & Technical Education (CTE)
Year for Adoption Cycle:	Spring 2019
Year for Implementation:	Fall 2019
Last Primary Adoption:	N/A
Resource Needed: (Primary, Supplementary, OR Both)	Both Primary and Supplementary

Rationale for Selection:

- Career & Technical Education (CTE) provides quality educational programs emphasizing core academic content, Postsecondary & Workforce Readiness competencies, technical skills, and seamless transition to further education or employment. CTE programs prepare students, including special populations, to meet challenges of the workforce, economic development, and emerging occupations.
- CTE courses focus on transferable skills that all students need to be successful in college, careers, and life.
- CTE courses embed academic rigor, which helps make learning core concepts meaningful and relevant to a student's passions and talents.
- CTE uses an industry-based curriculum approach that emphasizes career pathway standards in Career & Technical Education.
- Curriculum is reviewed yearly by local industry partners (program advisory boards) to ensure continued relevance to the workforce. Curriculum is adjusted based on industry trends.
- Curriculum uses a combination of lab-based experiences and an online learning approach that allows students to develop critical thinking, creativity, communication, collaboration, and technical skills through project-based learning.

All resource purchase requests below are to support annual licensing fees for software needed to run D51 CTE programming.

Approximate Cost of Resource: (provide itemized list if multiple elements to resource)

- **Solidworks: Engineering Software for Technical Engineering/STEM courses = \$3,930.00**
- **Adobe Creative Cloud: Media Design Software = \$9,500.00**
- **iCEV: Agricultural Education Software = \$5,980.00**
- **Certified Veterinary Assistant (CVA) Software = \$1,480.00**

Would there be an annual, recurring cost for this resource? If yes, please describe.

Yes, these are yearly licensing costs.

D51 Instructional Resource Recommendation

Recommendation for Professional Learning:

Our Career & Technical Education teachers pilot this curriculum initially through Perkins Grant Funds. The grant also allows for professional development and training. Our teachers currently use these programs for their curriculum, and train each other as new staff members join department teams.

Level of Support Plan: No Additional Professional Learning Requested

Approximate Mill Budget Request for Professional Learning:

(elements of professional learning funded by Mill budget)

No budget needed.

APPROXIMATE TOTAL COST = \$20,890.00

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

Bridget Story

Assistant Secretary, Board of Education

D51 Resource Early Adopter Recommendation

Content:	Middle School Math
Term & Year for Adoption Cycle:	Spring 2019
Term & Year for Implementation:	Fall 2020 (Early Adopter 2019-2020 school year)
Last Primary Adoption:	2009
Resource Needed: (Primary, Supplementary, OR Both)	Primary-Houghton Mifflin Harcourt Into Math (2020)
Rationale for Resource Selection: <ul style="list-style-type: none"> • Support for District #51 Systems (Strong alignment to D51 Learning Model, Math Workshop, Embedded SEL and engagement strategies, Evidence of Growth Mindset and Habits of Mind, Support for MTSS Tiers and Subgroups (SPED, ELL, GT), STEM and Real world contexts evident in lessons) • Support of Research Based Practices in Math Education (Resource grounded in strong research and well-known authors, Evidence of Common Core Math Practices, HMH aligns to Focus, Coherence, and Rigor of Common Core Standards and the content architecture features a Learning ARC that connects concepts and procedures, STEM and Real world contexts evident in lessons) • Support for all levels of teachers from first year teachers to veteran teachers (Professional Learning Plan inherent, Online supports that will match our current learning system, Online professional support, Manipulatives and tangible supports) 	
Rationale for Early Adopter per D51 CRGC Processes: Purpose: Provide information to scale implementation district wide (e.g., how much and what type of professional learning is needed)	
Approximate Cost of Early Adopter Resource: Approximately 30 middle school math classrooms <ul style="list-style-type: none"> • Teacher Resource Materials (print, 8-year digital): approximately (\$29,023) • Student Materials (write-in textbook for each learner, 8-year digital license): approximately (\$325,752) Approximate Cost for Early Adopter Resources: \$354,775 Note: These costs are INCLUDED in final budget, not in addition to.	
Recommendation for Early Adopter Professional Learning Support: Early Adopter classroom teachers will: <ul style="list-style-type: none"> • Engage in two full days of professional learning, focusing on how the resource supports Math Workshop and the D51 Learning Model in action in classrooms 	

D51 Resource Early Adopter Recommendation

- Participate in Learning Communities to provide feedback (teacher and learner feedback) and receive additional learning on different components of the resource, in service of supporting learners
- Provide data for Evaluation Report that will inform learning system efforts to successfully implement new resource at scale Fall of 2020.

Cost for Early Adopter Professional Learning Support:

- Two Days professional learning with vendor prior to start of school: approximately **(\$5600)**
- One Day technical services consultation (on site): approximately **(\$6700)**
 - Includes one sub day for 30 teachers
- Quarterly Learning Community time (4 days; 2 hours each) approximately **(\$6600)**

Approximate Professional Learning Cost for Early Adopter: \$19,900

Approximate cost during Early Adopter Year: \$374,675

APPROXIMATE TOTAL COST =

Maximum cost \$650,000 for resource purchase, including Early Adopter

(approval for resource purchase will be sought from CRGC and Board August 2019)

Note: All Early Adopter expenditures are part of overall resource purchase and implementation budget for a recommended resource purchase, not in addition to that budget. All Early Adopter resources will be utilized by D51 teachers & students for long-term implementation of Board adopted resources.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on May 28, 2019.

Bridget Story

Assistant Secretary, Board of Education

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

Whereas: Negotiations between Mesa County Valley School District 51 (District) and the Mesa Valley Education Association (MVEA) occurred on April 26th, April 27th, May 9th, 10th and 11th; and

Whereas: The items agreed to include:

Agreement Structural Changes

1. Renumbering of the Agreement
2. Verbiage Change: Counselors to School Counselors
3. Verbiage Change: Psychologist to School Psychologists
4. Verbiage Change: Counselor and non-probationary Teacher to non-probationary Counselor and non-probationary Teacher

Exhibit A

Mesa County Valley School District 51

Current negotiated salary schedules with addenda are available in Human Resources Department or on the District website. For questions concerning the salary schedule, contact Human Resources or an MVEA officer.

A. BASE PAY COMPENSATION

Base pay compensation shall be negotiated annually.

1. Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.
 - i. Teacher/School Counselor Base Pay Salary Schedule Range **increased by 2.0% Cost of Living to \$38,189-\$77,296** ~~\$37,440-\$75,780~~ based on one (1) FTE at one hundred eighty-eight (188) days.
 - ii. School Psychologist Base Pay Salary Schedule Range **increased by 2.0% Cost of Living to \$54,229-\$87,943** based on one (1) FTE at one hundred ninety seven (197) days.
 - iii. Extended Contracts - Salaries for Covered Employees contracted for more than the standard contract for their assignment are determined by multiplying the per diem amount by the number of actual contracted days.
2. Increment – The increment is intended to be an annual raise to base salary in the amount of 1.6% and \$500 taking into consideration budgetary limitations. The increment will be added to base pay beginning in August for all Covered Employees who worked the entire second semester, excluding those who are on the District Support Plan or Disciplinary Phase of the Covered Employee Improvement Plan.
 - i. Placement on a District Support Plan or Disciplinary Phase of the Covered Employee Improvement Plan will not decrease base pay.
3. Teachers/Counselors Initial Master's Degree – \$3,000 increase to base pay for an initial Master's Degree that is aligned to the teacher/school counselor's professional practice. If it is determined that Master's Degree does not align, it will be taken to Professional Council for review. The Superintendent or designee, in consultation with the MVEA President, will make the final determination. **School Psychologists are not eligible for initial master's degree compensation as it is required for their licensure and included within their salary range.**
4. Salary will be paid in twelve (12) monthly payments; the pay date will be the last business day of the month for work performed during that month.

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

5. A direct deposit paycheck system will be utilized by the District for all Covered Employees.
6. Salary and sick leave will be prorated for any Covered Employee employed after the beginning of the contract year.

B. ADDITIONAL AVAILABLE STIPENDS

Additional available stipends shall be negotiated annually.

1. Aligned Professional Learning Unit (APLU) – Stipend of \$450/unit (maximum of 2 units paid per fiscal year July 1-June 30.)
 - a. Units must be aligned to **the District's Teaching and Learning Framework** ~~Covered Employee's individual Professional Growth Plan~~ and ~~demonstrated or refined~~ **observed** in professional practice to be eligible for the stipend. Principals **(teachers and counselors) and coordinators (psychologists)** will make eligibility decision(s) based on ~~protocols established by the Aligned Professional Learning Advisory Board (APLAB)~~ **observable indicators found in the implementation plan.**
 - b. Applicants have twelve months from the day the course ends to demonstrate evidence of learning in their practice in order to apply for the stipend.
 - c. The number of Professional Learning Units and stipend amounts will be negotiated annually with the intent to increase limits based on available funding.
 - d. APLU courses which occur during contractual time may be approved by the Professional Learning Department if they meet the requirements set forth by the APLAB.
 - e. **During the 2019-2020 year, a pilot program will offer educators the opportunity to have professional learning embedded within their day. Fifty percent of the "seat-time" will occur outside of contract hours and the other fifty percent may occur during Learning Community time. The intent is to leverage the power of collaborative learning, and encourage colleagues to refine their practice through shared experience. Efficacy of the pilot will be evaluated and this section will be reviewed and negotiated annually.**
2. ~~Instructional Leaders Designation~~
 - a. ~~The Instructional Leader Designation will be for a three year term. As long as the Covered Employee remains a classroom teacher and follows other requirements as determined by the APLAB, he/she will receive an additional yearly stipend equivalent to \$5,000. The Instructional Leader stipend will be prorated based on FTE.~~
 - b. ~~Status will be reviewed each year and continued designation will be made by APLAB based on current evaluation and ongoing classroom observation. The Covered Employee must reapply after three (3) years and receive the Instructional Leader designation to continue receiving a stipend.~~
 - c. ~~The intent and expectation of the Instructional Leader Designation is to encourage our finest teachers to remain in the classroom, refine their practice, and model excellent teaching. Instructional Leaders will open their classrooms for observation and also choose from a menu of options to determine how they will offer their expertise and support to other teachers in our district. Their duties and the menu of options will be set forth by the Aligned Professional Learning Advisory Board (APLAB).~~
3. National Board:
 - a. National Board for Professional Teaching Standards – Covered Employees who receive National Board Certification from the National Board for Professional Teaching Standards will receive an additional yearly stipend equivalent to five percent (5%) of the minimum salary on the base pay salary schedule. Covered

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

Employees will receive the additional stipend as long as they continue to hold the National Board Certification.

4. Extracurricular Activities

- a. The extracurricular salary schedule will be negotiated annually.
- b. A maximum of ~~thirteen (13)~~ **fourteen (14) years'** experience will be granted for prior coaching experience if obtained within the past ~~eighteen (18)~~ **nineteen (19) years** immediately preceding acceptance of a coaching position with the District. These parameters will increase by one year, every year, until a maximum of fifteen (15) years' experience within the last twenty (20) years is reached. Experience can be obtained in any sport, but must be obtained within a scholastic environment such as middle school, high school, or college. Club experience does not count toward placement on the D salary schedule. Middle school experience is not applicable toward placement for a high school sport but is applicable for a middle school sport.

...

C. PLACEMENT

1. Teaching/Counseling experience - A maximum of ~~thirteen (13)~~ **fourteen (14) years'** experience will be granted for prior contracted K-12 school experience if obtained within the past ~~eighteen (18)~~ **nineteen (19) years** immediately preceding employment with the district. These parameters will increase by one year, every year, until a maximum of fifteen (15) years' experience within the last twenty (20) years is reached. A Covered Employee who taught under contract for the entire second semester of a school year will be credited with one (1) experience year. Covered Employees with zero (0) years of experience will be placed on step zero (0) and employees with one (1) year experience will be placed on step one (1). Covered Employees with two (2) or more years' experience will be placed on the appropriate step up to the maximum allowed depending on the school year.
 - a. Vocational experience - Trade experience required for vocational instructors may be credited in lieu of prior teaching experience. Such trade experience will be credited as in C.1 above.
2. School Psychologist experience – A maximum of fifteen (15) years' experience will be granted for prior applicable licensed experience in the professional areas which directly relate to the School Psychologist job assignment if obtained within the past twenty (20) years immediately preceding employment with the district. Prior experience considered can include intake, treatment, supervision of school psychologists, and consultation in institutions such as mental health centers, psychiatric clinics, social service agencies, hospitals, juvenile probation agencies, and adoption agencies. School Psychologists with up to one year of experience will be placed on step 1. School Psychologists with two (2) or more years' of experience will be placed on the appropriate step up to the maximum allowed depending on the school year.

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2019-20 Teacher/School Counselor Salary Schedule and Placement of New Hires

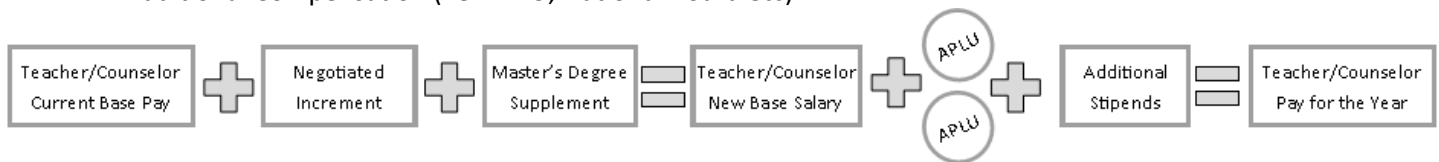
Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.

1. Teacher/School Counselor Base Pay Salary Schedule Range: ~~\$37,440-\$75,780~~ ~~\$38,189-77,296~~ based on one (1) FTE at one hundred eighty eight (188) days.
2. Extended Contracts – Teachers/School Counselors contracted for more than the scheduled Work Year are determined by multiplying the per diem amount by the number of contracted days.

Current Teachers/School Counselors:

Current Salary

- + Base pay increase of negotiated increment
- + Master's Degree Supplement (if applicable)
- + Additional Compensation (i.e. APLU, National Board etc)



New Teacher/School Counselor Placement:

Teachers/School Counselors are initially placed according to experience. Teachers/School Counselors new to the District may be granted up to ~~13 years~~ ~~14 years~~ of experience, provided the experience occurred within the last ~~18 years~~ ~~19 years~~ in accordance with the MVEA Agreement. The District will recognize one Master's Degree for placement on the salary schedule.

Experience			
Years	Salary	Years	Salary
0	38,189	8	43,370
1	38,618	9	44,553
2	39,048	10	45,520
3	39,479	11	46,595
4	40,339	12	46,971
5	41,198	13	47,347
6	41,220	14	47,631
7	42,295		

Additional Compensation:

Type	Amount	Payment
Initial Master's Degree*	\$3,000	Annual Payment
National Board Certification	\$1,872 \$1,909	Annual Payment
Aligned Professional Development (APLU) Stipend	\$450-900	One-time Stipend(s)

*For current staff, initial advanced degree must be conferred after January 1, 2016.

2019-20 School Psychologist Salary Schedule and Placement of New Hires

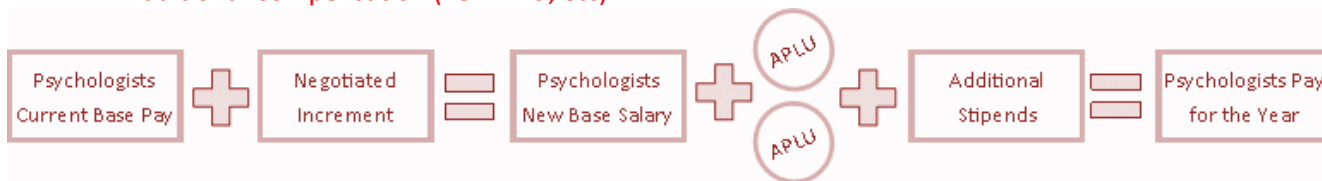
Base Pay Salary Schedule Range and Contract Days - Individual annual salaries are prorated based on FTE and number of contract days.

1. School Psychologist Base Pay Salary Schedule Range: \$54,229-\$87,943 based on one (1) FTE at one hundred ninety seven (197) days.
2. Extended Contracts – School Psychologists contracted for more than the standard school psychologist contract are determined by multiplying the per diem amount by the number of actual contracted days.

Current School Psychologists:

Current Salary

- + Base pay increase of negotiated increment
- + Additional Compensation (i.e. APLU, etc)



New School Psychologist Placement:

School Psychologists are initially placed according to experience. School Psychologists new to the District may be granted up to 15 years of experience, provided the experience occurred within the last 20 years in accordance with the MVEA Agreement.

Experience			
Years	Salary	Years	Salary
0	54,229	8	64,558
1	55,314	9	65,999
2	56,548	10	67,473
3	57,811	11	68,981
4	59,101	12	70,519
5	60,420	13	72,094
6	61,768	14	73,703
7	63,148	15	75,347

Additional Compensation:

Type	Amount	Payment
Aligned Professional Development Stipend	\$450-900	One-time Stipend(s)

SECTION 1 - DEFINITIONS

As used in this Agreement, the terms listed below shall be defined as follows:

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- 1.1 ~~The term~~ "Board" ~~as used in this Agreement~~ shall mean the Board of Education of Mesa County Valley School District 51, State of Colorado.
 - 1.2 ~~The term~~ "District" ~~as used in this Agreement~~ shall mean Mesa County Valley School District 51.
 - 1.3 ~~The term~~ "Superintendent" ~~as used in this Agreement~~ shall mean the Superintendent of Schools of Mesa County Valley School District 51, or designee.
 - 1.4 ~~The term~~ "Association" ~~as used in this Agreement~~ shall mean the Mesa Valley Education Association.
 - 1.5 ~~The term~~ "Covered Employee," ~~as used in this Agreement~~ shall mean the following regularly assigned District personnel, and no others: each Teacher, **School Counselor, and School Psychologist** employed by the District pursuant to a written employment contract in full force and effect.
 - ~~(a) Teacher employed by the District pursuant to a written employment contract in full force and effect.~~
 - ~~(b) each person holding a special service provider's license with a school counselor endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes, and who is employed by the District as a school counselor pursuant to a written employment contract in full force and effect; and~~
 - ~~(c) each person holding a special service provider's license with a school psychologist endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes, and who is employed by the District as a school psychologist pursuant to a written employment contract in full force and effect.~~

~~The term~~ "Covered Employee" shall not include principals, **assistant principals elementary interns** or other administrators, substitute teachers, classified employees or support staff. Except for **licensed School Counselors** and **licensed School Psychologists** ~~as specified in subparagraphs b. and c. of this Paragraph~~, the term "Covered Employee" shall not include employees in positions requiring a special service provider's license pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes, including, but not limited to, audiologists, occupational therapists, physical therapists, nurses, **behavior therapist, social worker** and speech-language pathologists.
 - 1.6 ~~The term~~ "Party" or "Parties" ~~as used in this Agreement~~ shall mean the Board of Education of School District 51, County of Mesa, State of Colorado, or its representatives acting in its behalf, and the Mesa Valley Education Association, or its representatives acting in its behalf.
 - 1.7 ~~The term~~ "Days" shall mean contractual workdays unless otherwise identified.
 - 1.8 ~~The term~~ "School" shall include any work location or functional division to which a Covered Employee is assigned.
 - 1.9 ~~The term~~ "Work Year" ~~as used in this Agreement~~ shall refer to the number of days cited in Exhibit A: **Section A Base Pay Compensation: 1: a** and defined by the school calendar adopted by the Board of Education.
 - 1.10 **A "Letter of Agreement" shall refer to a written agreement between the District and the Association containing additional terms of this Agreement that shall remain in force as part of this Agreement only is additional language to the existing contract. The language is considered contract language for the time period stated in the Letter of Agreement.**

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- ~~1.11 A "Memorandum of Understanding" is a signed agreement which interprets the intended meaning of language in the agreement.~~
- 1.12 Whenever the terms "certificate" or "licensure" are used in this agreement, they shall be considered as interchangeable.
- 1.13 ~~The~~ "Act" shall mean and refer to the Teacher Employment, Compensation and Dismissal Act, §22-63-101, et seq., C.R.S., as amended from time to time.
- 1.14 ~~The term~~ "Teacher" shall mean a Teacher as defined in the Act.
- 1.15 Non-probationary Status and Probationary Status
- (a) ~~The term~~ "Non-probationary Status" ~~as used in this Agreement~~ shall refer to Teachers who have attained non-probationary status pursuant to the Act, and to **School Counselors** ~~other Covered Employees~~ who have attained non-probationary status pursuant to the terms and conditions of their employment contracts with the District and subsection 12.2 of this Agreement.
- (b) ~~The term~~ "Probationary" or "Probationary Status" ~~as used in this Agreement~~ shall refer to **Covered Employees** ~~Teachers~~ who are "probationary Teachers" as defined in the Act, as well as **School Counselors** ~~other Covered Employees~~ who have not yet attained or who have lost Non-probationary Status pursuant to the terms and conditions of their employment contracts with the District and subsection 12.2 of this Agreement.
- 1.16 ~~The term~~ "Seniority" ~~used in this agreement~~ shall refer to the employee's most recent period of continuous employment with the District in a contracted Covered Employee position. Continuous years encapsulates when a covered employee transfers from one position to another position without a break in service or on an approved leave of absence. This does not include substitute service.
- ~~1.17 Per Diem is the contracted salary divided by the number of days in the Work Year.~~
- ~~1.18 The term "Transitional Covered Employee" shall mean and refer to those Covered Employees described in subparagraph 1.5(c) above, and no others.~~
- 1.19 "School Counselor" shall mean a person who is employed by the District as a school counselor pursuant to a written employment contract in full force and effect, and who holds a special service provider's license with a school counselor endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes.
- 1.20 "School Psychologist" shall mean a person who is employed by the District as a School Psychologist pursuant to a written employment contract in full force and effect, and who holds a special service provider's license with a School Psychologist endorsement issued pursuant to the provisions of article 60.5 of Title 22, Colorado Revised Statutes.

SECTION 4 - ANNUAL NEGOTIATIONS

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4.6. Conducting Negotiations

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- 4.6.1. During negotiations, the Board and the Association will agree on protocols, present relevant data, exchange points of view, and may make proposals and counter proposals. Upon request of either party, the other will, except as it may be limited by law, make available for inspection, available records and data pertinent to the subject of negotiations.
- 4.6.2. As of the time they are made available to the Board, the Board will provide the Association with the Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting Covered Employees' salaries, wages, hours, and conditions of employment.
- 4.6.3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 4.6.4. It is anticipated that negotiations normally will be conducted outside regular school hours. If, however, it is mutually agreed that any such negotiating meeting will be held during regular school hours, negotiating representatives of the Association shall be released for such purpose from their regular duties without loss of pay.

~~4.6.5. Negotiations shall be conducted in open sessions unless both parties agree to closed sessions.~~

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SECTION 10 – SICK LEAVE BANK

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- 10.3 Enrollment periods for the Sick Leave Bank shall be the month of September each year. During these periods, any Covered Employee may enroll by completing the required form and contributing two (2) days sick leave. Employees new to the District may enroll **at the time of hire** ~~within thirty (30) days of employment~~. The District will contribute two (2) days to the Sick Leave Bank on behalf of any new employee who attends the two (2) non-compensated training days before the beginning of the contract year.

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SECTION 11 - TRANSFER AND ASSIGNMENT

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- 11.3 Voluntary Transfer and Job Postings
- 11.3.1 When a vacant position is created, the principal, to the extent practicable, will inform the ~~building staff~~ **Teachers and School Counselors** of the vacancy for possible reassignment (see section 11.5.1). Staff within a building where a vacancy exists should inform the principal that they are interested in the position and may be granted an interview without completing a transfer request.
- 11.3.2 The principal of each school shall report all vacancies to the Executive Director of Human Resources or designee. All **Teacher and School Counselor** vacancies shall be posted and available for transfer applications as they occur for a minimum of seven (7) calendar days. This listing shall be accessible on the District website until the position is filled.
- 11.3.3 **When interviewing for a teaching or school counseling position**, the hiring building will select a minimum of five (5) qualified transfer applicants to be interviewed if the transfers were received during

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the seven (7) calendar day posting window. If there are fewer than five (5) qualified transfer applicants, all will be granted an interview. There is no maximum to the number of transfers a principal can interview within or after the seven (7) calendar day posting window.

- 11.3.4 Transfers will not be considered for vacancies posted on or after fifteen (15) days prior to the beginning of the Work Year. Any vacancies occurring after this date will be posted as temporary assignments.
- 11.3.5 The District shall receive and consider requests from any **Teacher or School Counselor** ~~Covered Employees (probationary, non-probationary)~~ regarding desires for transfer. Probationary **Teachers and probationary School Counselors** ~~Covered Employees~~ who are being recommended for non-renewal for performance reasons may apply to positions within the district as an external applicant, but are not eligible to use the transfer procedure.
- 11.3.6 When filling a vacancy, preference shall be given to qualified personnel within District 51 if professional qualifications and ability of such personnel are essentially equal to those of other applicants. Evaluations, experience within and outside the system, training, ability, and licensure shall be considered when making transfers. Stability within the staff is a consideration for the District. A ~~Covered Employee~~ **Teacher or School Counselor** who is denied a transfer may request a written explanation from the Executive Director of Human Resources or designee.
- 11.3.7 Except in the event of a planned staff reduction or as the result of unusual circumstances which are accepted by the Superintendent as justification for transfer, the following guidelines will be followed:
 - (a) A **non-probationary School Counselor** or non-probationary Teacher who is on a T/CIP Verbal Notification, Written Concern, or Building Support Plan is eligible to apply and interview for a transfer.
 - (b) A **non-probationary School Counselor** or non-probationary Teacher who is on a T/CIP District Support Plan or Disciplinary Phase of the evaluation system is neither eligible to apply nor interview for a transfer.

11.4 Involuntary Transfer

- 11.4.1 ~~Covered Employees~~ **Teachers and School Counselors** may be involuntarily transferred under the following conditions:
 - (a) When a ~~Covered Employees~~ **Teacher's or School Counselor's** assignment to a specific school, grade or program is no longer necessary or appropriate due to a decline or reduction in student enrollment in identified schools, grade, class or program.
 - (b) When a ~~Covered Employees~~ **Teacher's or School Counselor's** assignment to a specific school, grade or program is no longer necessary or appropriate due to a reduction, elimination or other changes in the District's or school's programs or curriculum.
 - (c) When a transfer is necessary or appropriate to correct an imbalance or inequity in workload or class sizes for ~~Covered Employees~~ **Teachers or School Counselors** assigned to similar positions within the District, as determined by the District after consultation with MVEA.
 - (d) To accommodate leave returnees.
 - (e) Extenuating circumstances as determined by the District after consultation with the MVEA.
- 11.4.2 ~~Covered Employees~~ **Teachers and School Counselors** identified as possible involuntary transfers shall be identified in the following manner and sequence:

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- (a) The school, department, grade level, or team with the surplus will be identified.
 - (b) Voluntary transfers will be solicited before identifying involuntary transfers.
 - (c) The program needs shall be considered in determining the ~~Covered Employee(s)~~ **Teacher(s) or School Counselor(s)** to be transferred.

11.4.3 A transfer shall be made only after a meeting between the ~~Covered Employee~~ **Teacher or School Counselor** involved and the administrator at the earliest possible date, at which time the ~~Covered Employee~~ **Teacher or School Counselor** will be notified in writing of the reasons for the transfer.

11.4.4 A list of open positions shall be available on the District website to all ~~Covered Employee~~ **Teachers and School Counselors** being involuntarily transferred. A ~~Covered Employee~~ **Teacher or School Counselor** may pursue any and all positions for which they are qualified.

11.4.5 A ~~Covered Employee~~ **Teacher or School Counselor** being involuntarily transferred shall have priority over voluntary transfers and new hires, whenever possible.

11.5 Covered Employee Assignment

11.5.1 Any change in subject area, or grade level assignment, will be made after consultation with the **Teacher(s) or School Counselor(s)** ~~Covered Employee(s)~~ involved. To the extent possible, building administration shall notify **Teachers and School Counselors** ~~Covered Employees~~ regarding their assignment for the following school year, including schools to which they will be assigned, the grade levels, and/or subject area, by the last day of the Work Year.

11.5.2 When determining a **Teacher or School Counselor's** ~~Covered Employee's~~ assignment as described in section 11.5.1, they shall not be moved into a position for which they are not qualified.

11.5.3 For Covered Employees regularly assigned to more than one building, a meeting with the building principals and, if applicable, the appropriate coordinator will take place within the first 30 days of the Work Year, to clarify assignment, schedules, evaluations, meetings, parent conferences, PLCs and other expectations.

11.5.4 **School Psychologists will engage in a collaborative, transparent process each spring with Special Education Coordinators to determine placement for School Psychologists for the following school year. Consideration will be given to clustering assignments with regards to level, School Psychologist and building leader preference, building enrollment numbers, special education caseload, mileage, ancillary assignments and other extended contracts. To the extent possible, any change in assignment made after the collaborative process will include consultation with the School Psychologist(s) involved. A School Psychologist whose assignment is modified or assignment request is denied may request a written explanation from the Director of Special Education or designee.**

11.5.5 **After the collaborative process has occurred in the spring, any unfilled school psychologist assignments opening during the summer must be filled and will be offered to all School Psychologists first (via email or meeting). School Psychologists taking additional assignments will be given a Memo of Understanding defining additional compensation and responsibilities for such assignment. In the event there are no volunteers and third party contract services have been exhausted, positions will be assigned and a Memo of Understanding offered at their hourly rate.**

11.6 Job Sharing

- 11.6.1 For the purpose of this Agreement, job sharing shall refer to the sharing of a single staff position by two (2) ~~Covered Employees~~ **Teachers or School Counselors** designated as primary job holder and job share partner.
- 11.6.2 Each job sharing arrangement shall be for one (1) school year. The ~~Covered Employees~~ **Teachers or School Counselors** may request renewal on a yearly basis. In order for a shared position to be approved, the two (2) ~~Covered Employees~~ **Teachers or School Counselors** must complete a District application form. All applications for job sharing and/or renewal must be submitted to the Human Resources Department no fewer than twenty (20) days prior to the last day of the Work Year. This application must be approved or denied by the last day of the Work Year. In determining the placement of a job sharing team, the ~~Covered Employees~~ **Teachers or School Counselors** involved will arrive at a mutually acceptable decision. Said determination must be approved by the principal and Human Resources Department.
- 11.6.3 Prior to approval, assignment and schedules will be arranged by the ~~Covered Employees~~ **Teachers or School Counselors** and the principal. Participants will agree to attend appropriate meetings, parent conferences, back-to-school nights, etc. Where possible, the participants will serve as substitutes for one another at the ~~Covered Employees'~~ **Teachers' or School Counselors'** established per diem rates.
- 11.6.4 ~~Covered Employees~~ **Teachers or School Counselors** involved with job sharing will receive one half (½) of all fringe benefits (P.E.R.A., insurance, day leave, etc.). They will also receive half (½) their annual salary, as determined by their position on the adopted salary schedule as a full-time ~~Covered Employee~~ **Teachers or School Counselors** at the same time they begin the job sharing assignment. For purposes of seniority accrual and salary advancement, each job sharing ~~Covered Employee~~ **Teacher or School Counselor** will be credited with one (1) year of service for each year spent in job sharing. A non-probationary ~~Covered Employee~~ **Teacher or non-probationary School Counselors** participating in the job sharing program will not lose non-probationary status by participating.
- 11.6.5 If one (1) member of the job sharing team leaves during the school year, the remaining member of the team will agree to complete the school year as a full-time ~~Covered~~ employee if the District cannot find an acceptable candidate to finish the school year. If a ~~Covered Employee~~ **Teacher or School Counselor** elects to return to full-time duty, if the District wishes to make personnel changes in the job sharing program, or if the position is dissolved, the job share partner (and the primary job holder if necessary) will be considered a voluntary transfer (if having probationary status) and involuntary transfer (if having non-probationary status).

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SECTION 12 – EMPLOYMENT STATUS

- 12.1 Any change **made by the District** in the employment status of a Teacher ~~made by the District~~ shall be consistent with the provisions of the Act.
- 12.2 Employment contracts with **School Counselors** ~~Covered Employees who are not Teachers~~ shall contain provisions assuring that—

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- 12.2.1 ~~School Counselors~~ ~~Such Covered Employees~~ shall be deemed to have non-probationary status upon re-employment for the academic year succeeding three consecutive years of demonstrated effectiveness and continuous full time employment required for a probationary period. The District may include in such contracts provisions for revocation of such non-probationary status based on evaluations of employee performance and/or effectiveness, so long as such provisions are, to the extent practicable, consistent with the process and procedures established in accordance with applicable law for loss of non-probationary status of Teachers.
- 12.2.2 Such contracts shall be subject to nonrenewal during the probationary period to the same extent and in accordance with the same procedures that are applicable to the contracts of probationary Teachers under the Act.
- 12.2.3 ~~School Counselors~~ ~~Such Covered Employees~~ may not be dismissed except upon the grounds for dismissal of a Teacher as set forth in the Act, and in accordance with the following procedures:
- 12.2.3.1 Prior to dismissal, the ~~School Counselor~~ ~~Covered Employee~~ shall be given an opportunity for an informal hearing with the Executive Director of Human Resources. Such hearing shall be conducted in accordance with the Board's Guidelines for Informal Hearings set forth in Board Policy GBKA. If said Director determines after such informal hearing that dismissal is appropriate, the ~~School Counselor~~ ~~Covered Employee~~ shall be given written notice of such dismissal stating the reasons for such action. Such dismissal shall be subject to appeal as set forth in subparagraphs 12.2.3.2 and 12.2.3.3 below.
- 12.2.3.2 A ~~School Counselor~~ ~~Covered Employee~~ may appeal his or her dismissal by filing a written request for a post-dismissal hearing with the office of the Superintendent within five (5) working days after receiving a written notice of dismissal. The procedures for the post-dismissal hearing shall be as follows:
- (a) No later than five (5) working days following the receipt by the Superintendent of the ~~School Counselor's~~ ~~Covered Employee's~~ hearing request, the ~~School Counselor~~ ~~Covered Employee~~ and Superintendent shall jointly select an impartial hearing officer ("IHO") to conduct the hearing. If the ~~School Counselor~~ ~~Covered Employee~~ and Superintendent fail to agree on the selection of an IHO within such five (5) day period, the Superintendent shall designate a person not employed by the District to serve as the IHO. The IHO shall be an impartial individual with experience in the conducting of hearings and with experience in labor or employment matters.
- (b) The IHO shall be authorized to issue scheduling orders, hold pre-hearing conferences, grant extensions of time for good cause, and adopt such other procedures as may facilitate an orderly and efficient hearing process. The IHO shall conduct a setting to schedule the hearing date not less than five (5) working days nor more than fifteen (15) working days from the filing of the written hearing request, and the hearing shall be held within ninety (90) days following receipt by the Superintendent of such request. Written notice of the date, time and place of the hearing shall be given to the ~~School Counselor~~ ~~Covered Employee~~ requesting such hearing.
- (c) At the hearing the ~~School Counselor~~ ~~Covered Employee~~ may be accompanied by an attorney or other representative of his or her choice. The technical rules of procedure and evidence shall not apply, but the hearing shall be conducted so that both contentions and responses are amply and fairly presented. To this end the IHO shall permit either

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party to call and examine witnesses, cross-examine witnesses and introduce exhibits. In ruling on the admissibility of evidence, the IHO shall require substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt. The hearing shall be electronically recorded so that the testimony, arguments, objections and rulings may be preserved. A transcript of the proceedings shall not be required.

- (d) Within five (5) working days after the hearing, the IHO shall make specific findings of fact and submit those findings to the Superintendent, along with a recommendation to affirm or reverse the decision of the Executive Director of Human Resources that grounds for dismissal exist.
- (e) The Superintendent shall promptly review the IHO's factual findings and recommendation, and issue a written decision. Such decision shall be final unless an appeal to the Board is timely commenced as provided in subparagraph 12.2.3.3 below. The Superintendent may, in his or her discretion, adopt or reject the IHO's recommendation, in whole or in part, and may also alter or revise the disciplinary action taken. If the decision that grounds for dismissal exist is reversed, the **School Counselor Covered Employee** will be returned to duty with full back pay and benefits. In such event the Superintendent shall make such additional orders relating to salary, schedules and seniority as may be appropriate.

12.2.3.3 The **School Counselor Covered Employee** may appeal the Superintendent's decision to the Board by filing a written notice of appeal with the secretary of the Board within five (5) working days after being advised of the Superintendent's decision. The notice shall state the basis for the appeal and identify those parts of the record, including those parts of the testimony and exhibits, which should be considered by the Board. The procedures for an appeal to the Board shall be as follows:

- (a) If a notice of appeal is timely and properly filed, the Board will review the record of the proceedings concerning the dismissal. The record shall include the notices and other documents concerning the dismissal proceedings, including the hearing exhibits, if any, along with the transcript of the testimony, if any, the IHO's findings and recommendations, and the Superintendent's decision. The review shall not be de novo, but shall be limited to whether the Superintendent's decision was arbitrary or capricious, a denial of statutory or constitutional right, power, privilege or immunity, in excess of statutory jurisdiction, authority purposes, or limitations, not in accord with the procedures or procedural limitations of district policy or procedure, or based upon findings of fact that are clearly erroneous on the whole record, unsupported by substantial evidence when the record is considered as a whole, or otherwise contrary to law.
- (b) The District and the **School Counselor Covered Employee** appealing the decision shall share equally in the cost incurred for preparation of a transcript of so much of the testimony as may be required to determine the issues raised in the appeal to the Board. The **School Counselor Covered Employee** shall lodge the record on appeal with the secretary of the Board within fifteen (15) calendar days after filing the notice of appeal together with written argument and authority in support of the appeal. Where the basis for appeal is that the Superintendent's decision rests upon findings of fact that are clearly erroneous or unsupported by substantial evidence when the record is considered as a whole, a transcript of the entire proceeding shall be provided. The Superintendent shall

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have ten (10) calendar days after the lodging of the record, argument and authority to file a response. The Board may, but need not, grant oral argument to the Superintendent or the ~~School Counselor~~ ~~Covered Employee~~. If any oral argument is permitted, the Superintendent and the ~~School Counselor~~ ~~Covered Employee~~ or their respective representatives may make brief argument or statements to the Board, but no new evidence may be presented. Members of the Board may ask questions for purposes of clarification of the record.

(c) The Board shall render its decision within ten (10) calendar days after the date of the Superintendent's response or the date of oral argument, whichever is later. A decision of the Board shall be final, subject to judicial review.

(d) The Board president may grant an extension of any time requirements set forth in this subparagraph upon a showing of good cause.

12.3 Any change made by the District in the employment status of a School Psychologist shall be consistent with the provisions of the School Psychologist's employment contract and applicable Board policies and regulations.

SECTION 13 - REDUCTION IN FORCE (RIF)

~~13.1 This Section 13 shall apply to all Covered Employees.~~

13.1 As provided in state law and Board policy, the Board may cancel the employment contracts of Covered Employees when there is a justifiable decrease in the number of covered employee positions as a result of a fiscal exigency or program change as determined by the Board. However, before any meeting of the Board at which the Board will consider a proposed resolution or decision that a fiscal exigency exists or a program change is to be made that may require the cancellation of the employment contract of one or more Covered Employees, the Superintendent shall convene a meeting of the Professional Council established pursuant to Section 7 above to consult regarding the nature and extent of the fiscal exigency or proposed program change, and regarding any plan then contemplated by the administration for reduction of covered employee positions.

13.2 If the Board decides that the number of covered employee positions is to be reduced, normal attrition, retirement, and resignations shall be considered prior to any cancellation of Covered Employee employment contracts. In the event that cancellation of Covered Employee employment contracts is necessary to achieve the reduction required by the Board, the following shall be considered as significant factors in determining which particular employment contracts will be recommended for cancellation:

13.2.1 The needs of the district.

13.2.2 The best interest of the students enrolled in the district.

13.2.3 Education, licensing endorsements and other professional qualifications.

13.2.4 Job performance over the previous three year period as measured using the criteria and standards set by the Board for evaluation of ~~Teachers and Counselors~~ ~~Covered Employees~~ in accordance with applicable state law and state board of education rules governing evaluation of licensed personnel.

13.2.5 The seniority of the Covered Employee.

13.2.5.1 The probationary or non-probationary status of a ~~Teacher or School Counselor~~ ~~Covered Employee~~, and the seniority of a ~~Teacher or School Counselor~~ ~~Covered Employee~~, shall also be considered as additional factors in determining which employment contracts will be

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recommended for cancellation as a result of the decrease in ~~teacher or school counselor covered employee~~ positions, except that such additional factors may be considered only after the consideration of the factors set forth in the Paragraph 13.23 above, and only if consideration of such additional factors is in the best interest of the students enrolled in the district. The parties agree that such additional factors shall be applied as follows: (1) as between ~~Teacher or School Counselor Covered Employee~~ in the same endorsement area for whom the factors set forth subparagraph 13.23.1 to 13.23.4, above are not determinative as to whose employment contract should be cancelled, the Probationary I ~~Teachers or School Counselors Covered Employee~~ should be cancelled first, Probationary II ~~Teachers or School Counselors Covered Employee~~ second, and Probationary III ~~Teachers or School Counselors Covered Employee~~ third, before the employment contracts of Non-probationary Status ~~Teachers or School Counselors Covered Employee~~ are cancelled; and (2) as between Non-probationary Status ~~Teachers or School Counselors Covered Employee~~ in the same licensed and endorsement area for whom the factors set forth subparagraph 13.23.1 to 13.23.4, above are not determinative as to whose employment contract should be cancelled, the employment contracts of Non-probationary Status ~~Teachers or School Counselors Covered Employee~~ will be cancelled in the inverse order of seniority.

- 13.3** Covered Employees who have been subject to a RIF shall have the right to be recalled to a covered employee position, for which they are qualified, within the District for one (1) year from the date of RIF. Covered Employees shall be recalled in reverse order of RIF. ~~and previously accrued benefits shall be restored.~~
- 13.4** Probationary ~~Teachers or School Counselors Covered Employee~~ whose contracts will be canceled during, instead of at the end of, a school year; and Non-probationary Status ~~Teachers or School Counselors Covered Employee~~ whose contracts will be canceled either during, or at the end of, a school year, shall have a right to a hearing on the propriety of such cancellation in accordance with Board policy and regulations. If such a hearing is desired, the ~~Teachers or School Counselors Covered Employee~~ will request it in writing to the Board or Superintendent within ten (10) days after being notified of the proposed contract cancellation. If a hearing is requested, the Board will appoint an impartial hearing officer, who will specify the procedural rules to apply at such hearing. At the hearing, the ~~Teachers or School Counselors Covered Employee~~ may be represented by a person of the ~~Teachers' or School Counselors' Covered Employees~~ choice.

SECTION 14 - EVALUATION

We believe in using a real time evaluation tool that is accessible by the Covered Employee and the evaluator in order to ensure that the evaluation is not a one-time event but rather a process that focuses on professional knowledge, skills, and aptitudes of the person being evaluated. This would require a body of evidence and a variety of methods for gathering data.

The evaluation system encourages continuous collaboration, balanced dialogue, shared responsibility, and transparency throughout the process. The goal of the evaluation system is to promote educator effectiveness by encouraging best ~~teaching/counseling~~ practices through identification of areas for potential growth and providing aligned support to increase student learning outcomes. Each Covered Employee should be provided the opportunity to demonstrate exemplary practice.

14.2 Annual Evaluation Cycle

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

Step 1: Training on the evaluation process for new staff will take place at the new staff orientation. Building orientation for all staff on changes to the evaluation process will take place within two weeks of the beginning of the Work Year.

Step 2: Covered Employee and evaluator will begin their documented exchange of information using a variety of methods for gathering data. ~~Itinerant employees, excluding those whose primary evaluator is a building administrator, will have building administrators listed as secondary evaluators.~~

Step 3: Covered Employee completes self-assessment and Professional Growth Plan (PGP). PGP will be reviewed with evaluator within five weeks of the beginning of the Work Year; Covered Employee may choose to share self-assessment with evaluator.

Step 4: ~~Teacher's~~ Measures of Student Learning ("MSL") ~~for Teachers~~ and ~~Counselor's~~ Measures of Student Outcome ("MSO") ~~for School Counselors and School Psychologists~~ will be designed and then reviewed with evaluator within eight weeks of the beginning of the Work Year.

~~Step 5: Perception surveys will serve as the other measure of professional practice. The data from these surveys will be provided to the Teacher in order to review and reflect upon the data prior to sharing with their evaluator. The Teacher has the option to upload student perception data into RANDA. If the data suggests needed improvements to Teacher practice, the evaluator will verify that need through direct observation. If it is determined that improvements are needed, the parties will collaborate to determine what goals and support should be implemented for growth in the specified areas.~~

Step 5: Mid-year conference will include discussion of the PGP, Professional Practices Rubric, and any completed MSLs/MSOs by the end of the first semester. Covered Employee will have access to the working document for progress as completed thus far. Mid-year conference will include meaningful conversation between the evaluator and the Covered Employee which will make it clear where the Covered Employee stands so far in the evaluation. ~~If the evaluator has concerns at this time which could cause a probationary Teacher to be non-renewed or that a counselor or non-probationary Teacher is not making adequate growth towards effectiveness, such concern will be discussed with the Covered Employee and noted in writing during the mid-year conference.~~ If the Covered Employee is a School Psychologist, a probationary Teacher or probationary School Counselor, the evaluator shall provide written notice to and confer with the Covered Employee during the mid-year conference regarding any concern that the evaluator knows may result in nonrenewal of the Covered Employee's employment contract. If the Covered Employee is a non-probationary Teacher or non-probationary School Counselor, then the evaluator shall provide written notice to and confer with the Covered Employee during the mid-year conference in the event the Covered Employee is not making adequate growth towards an effective rating.

Step 6: Using a variety of methods for gathering data, the Covered Employee and evaluator will continue to engage in documented exchange of information. ~~Supervisors who evaluate itinerant employees shall seek input from building administration throughout the evaluation process.~~

Step 7a: End of year conference will be held at least two weeks before the last class day of the school year. Parties will discuss completed Professional Practices Rubric, complete the PGP (with the option of carrying over any incomplete goals to the next school year), and review MSLs/MSOs for final ratings.

Step 7b: If parties agree on the final rating, the Covered Employee and the Evaluator shall finalize the evaluation at this time.

Step 7c: If parties do not agree on the final rating, additional evidence may be presented by the Covered Employee to evaluator for review. The Covered Employee and the evaluator will meet to discuss any changes to the evaluation prior to the last day of the Work Year. The evaluation must be finalized by the last day of the Work Year.

Step 8: Non-probationary School Counselors and non-probationary Teachers rated partially effective or ineffective shall be given notice by the end of the Work Year of the required implementation of a

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

Teacher/Counselor Improvement Plan. The T/CIP shall be collaboratively created at the beginning of the following Work Year. ~~A Teacher/Counselor Improvement Building Support Plan will be provided to counselors and non-probationary Teachers rated partially effective or ineffective prior to the end of the evaluator Work Year.~~

Timelines **for the above steps** may be adjusted through documented mutual agreement between evaluator and Covered Employee. However, no **applicable steps in the annual evaluation cycle** may be eliminated or skipped ~~in the process.~~

14.3 Teacher/Counselor Improvement Plan (T/CIP)

The T/CIP process described in this Paragraph 14.2 shall apply only to non-probationary Teachers or non-probationary School Counselors, but the District may, in its sole discretion, utilize all or part of such process for **any other Covered Employee**. This process, excluding the verbal notification, is to be completed in collaboration with the **Teacher or School Counselor Covered Employee**. It shall be the intent of the parties that any concern **involving unsatisfactory performance, which is considered significant**, regardless of educator effectiveness rating, be addressed as soon as identified to provide adequate time for the **Covered Employee Teacher or School Counselor that is the subject of the concern** to demonstrate improvement. ~~In the case an identified concern persists, the evaluator may implement a T/CIP for a counselor or non-probationary Teacher.~~ If concerns are not resolved following the verbal notification, then the evaluator shall complete the T/CIP process in collaboration with the **Covered Employee Teacher or School Counselor involved**. At any point during the T/CIP process, if a **Covered Employee Teacher or School Counselor** disagrees with the concern, ~~they~~ the **Covered Employee Teacher or School Counselor** may contact the Area Director, the MVEA President, or their **respective** designees.

The preliminary step of the T/CIP consists of:

Verbal Notification:

The evaluator brings the concern to the attention of the ~~Covered Employee~~ **Teacher or School Counselor** verbally, and then follows up with an email to confirm that the following expectations are clearly communicated:

- Description of the concern including specifics about the professional practices, incidents or problems that have occurred because of the skill deficiency or behavioral concern.
- Success indicators clearly identifying the expected correction or improvement.
- A reasonable timeline to review progress in resolving concerns of the Verbal Notification stage.

If the concern is observable, the evaluator will directly observe the ~~Covered Employee~~ **Teacher or School Counselor** in the appropriate professional setting to verify and document progress. If concerns are not resolved within the timeline for Verbal Notification, then the T/CIP form is initiated upon implementation of the Written Concern phase, and the date of the Verbal Notification is documented.

The formal T/CIP steps include:

1. Written Concern:

If the identified concern persists with a ~~Covered Employee~~ **Teacher or School Counselor**, the evaluator may develop and implement a Written Concern on the T/CIP Form. The Written Concern will include:

- Description of the concern including specifics about the professional practices, incidents or problems that have occurred because of the skill deficiency or behavioral concern.
- If applicable, standard(s), elements, and professional practices relating to the described concern.

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-
- Success indicators clearly identifying the expected correction or improvement. This section will list any additional data sources (multiple sources if possible) and how data will be collected which will be used to create a complete picture of the ~~Covered Employee~~ **Teacher or School Counselor's** progress regarding the concern.
 - Date for plan review meeting(s) will be set to review the challenges and successes in the T/CIP.

If the concern is observable, the evaluator will directly observe the ~~Covered Employee~~ **Teacher or School Counselor** in the appropriate professional setting to verify and document progress.

2. Building Support Plan:

If the identified concern persists with a ~~Covered Employee~~ **Teacher or School Counselor**, the evaluator may develop and implement a Building Support Plan on the T/CIP Form. The Building Support Plan shall also be used when ~~Covered Employee's~~ **Teacher's or School Counselor's** final evaluation rating is partially effective or ineffective. The Building Support Plan will include the concern, standard(s), success indicators, date for plan review meeting(s) and:

- A timeline for review showing reasonable dates for actions to be taken and changes to be made.
- Employee action steps identifying which steps need to be taken by the ~~Covered Employee~~ **Teacher or School Counselor** to improve performance.
- Evaluator action steps identifying the building level resources that are to be made available to the ~~Covered Employee~~ **Teacher or School Counselor** to help improve performance including professional development, plus appropriate support and specific resources from the evaluator and other staff.

3. District Support Plan:

If the identified concern persists despite the implementation of the Building Support Plan, the evaluator may develop and implement a District Support Plan with consultation from the appropriate central office administrator(s). The purpose of the District Support Plan is to access and coordinate District resources to provide the necessary support for ~~Covered Employee~~ **Teacher or School Counselor** improvement. District Support Plan will include concern, standard(s), success indicators, timeline for review, employee action steps, evaluator action steps, date for plan review meeting, and:

- District action steps which shall outline the district's responsibility to make opportunities available for the ~~Covered Employee~~ **Teacher or School Counselor** to improve performance including any resources to the ~~Covered Employee~~ **Teacher or School Counselor**/evaluator which would aid the improvement. District steps shall include but not be limited to an Area Director or their designee's involvement in the T/CIP process.

4. Disciplinary Phase:

If the identified concern persists and significant and sustainable improvement has not been made, the evaluator may recommend disciplinary action up to and including dismissal. The ~~Covered Employee~~ **Teacher or School Counselor** will be given written notification of any action of the Superintendent of Schools or designee. ~~The T/CIP process and this section will not~~ **Nothing in this Paragraph 14.2 or the T/CIP process outlined above shall** preclude the District from immediately moving to the disciplinary phase if **the District deems such action to be warranted**. The ~~Covered Employee~~ **Teacher or School Counselor** may be immediately moved to the Disciplinary Phase due to, but not limited to, violation of district board policies, or violation of state law.

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- 14.4 It shall be the intent of all parties that any concern involving unsatisfactory performance of a School Psychologist which is considered significant be addressed as soon as identified to provide adequate time for the School Psychologist that is the subject of the concern to demonstrate improvement. If an identified concern persists, the evaluator may implement a School Psychologist Improvement Plan. The plan for School Psychologists will outline concerns, standards, success indicators, employee and evaluator action steps, timeline and plan review date. Nothing in this Paragraph 14.3 shall preclude the District from immediately taking disciplinary action if the District deems such action to be warranted.
- 14.5 Any Covered Employee for whom an evaluation is made, will acknowledge such evaluation to indicate that the Covered Employee is aware of its contents. Both parties will acknowledge that the material has been reviewed with the understanding that it does not indicate agreement with the contents of the report. It is further understood that the acknowledgment does not indicate that the Covered Employee has waived any rights or protections provided by law or any terms of this Agreement.
- 14.6 If a Covered Employee feels that the final evaluation is incomplete or inaccurate, the Covered Employee may add any comments to the final evaluation report to be placed in the Covered Employee's personnel file.
- 14.7 A non-probationary Teacher or non-probationary School Counselor ~~or non-probationary Teacher rated who receives a rating of~~ ineffective or partially effective may appeal the content of ~~their~~ his/her evaluation (standards 1-5 4 professional practices ratings or data used for standard 5 6) within 15 calendar days of receiving ~~their~~ his/her final rating. This appeal must be made in writing to the District's Executive Director of Human Resources and include grounds for the appeal. Any grounds not raised at the time the written appeal is filed shall be deemed waived. ~~Except as provided in this Paragraph, Covered Employees may not appeal his/her evaluation or effectiveness rating.~~

~~Both the evaluator and the Teacher or School Counselor Covered Employee filing the appeal~~ shall be notified of appeals protocol upon filing an appeal. Appeals will be heard by members of an appeals panel. Individually, the ~~Teacher or School Counselor Covered Employee~~ and/or evaluator may address the panel. Within 21 calendar days of filing, the panel will render a written recommendation to the Superintendent regarding each of the grounds of the appeal. The Superintendent will give a decision of no change in rating, new rating, or "no score," and the reasons thereof in writing to the ~~Teacher or School Counselor Covered Employee~~ within 30 calendar days of the filing. The decision of the Superintendent shall be final. If it is found either through an appeal or grievance that the evaluation process was not used with fidelity as articulated in State law and/or District policies, the Teacher's ~~or School Counselor's~~ rating will not impact ~~their~~ his/her non-probationary status nor negatively impact ~~their~~ his/her salary. Any timelines in this process may be extended by mutual agreement of the ~~Teacher or School Counselor Covered Employee~~ and District providing the entire process takes no longer than 90 calendar days.

MVEA and Human Resources will select the appeals panel members within seven (7) calendar days of the ~~Teacher or School Counselor Covered Employee~~ filing an appeal. This panel will be comprised of 3 Covered Employees and 3 administrators (building principals and/or assistant principals). The appeals panel should represent the administrators and Covered Employees from the level (elementary, middle, or high) and Covered Employees from the subject area of the ~~Teacher or School Counselor Covered Employee~~ filing the appeal. The subject area shall be defined as primary or intermediate at the elementary level, and math, science, literacy, social studies, or electives at the middle and high school levels. No current ~~Teacher or School Counselor~~

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~~Covered Employee~~ or current administrator from the same building as the **Teacher or School Counselor** ~~Covered Employee~~ filing the appeal shall serve on the panel.

If an alleged violation of the evaluation *process* is part of the **Teacher's or School Counselor's** ~~Covered Employees~~ claim, the **Teacher or School Counselor** ~~Covered Employee~~ may file a grievance. If the **Teacher or School Counselor** ~~Covered Employee~~ takes issue with the *content* of the evaluation, they may file an appeal. A **Teacher or School Counselor** ~~Covered Employee~~ cannot file both a grievance and an appeal. Grievances **shall be initiated as provided in Section 6 above.** ~~are initiated through the MVEA President or designee.~~

SECTION 15 – CORRECTIVE ACTION

- 15.1 Before taking a corrective action regarding a Covered Employee, **a supervisor** ~~supervising principal~~ shall investigate the matter of concern and meet with the Covered Employee to hear the Covered Employee's response regarding the matter.
- 15.2 If ~~a principal~~ **the supervisor** determines it is necessary to take a corrective action, the ~~principal~~ **supervisor or appropriate district administrator** shall schedule another meeting with the Covered Employee and notify the Covered Employee in advance that the reason for the meeting is to take a corrective action.

SECTION 20 - PLANNING TIME

Individually directed planning time, free from outside influences and constraints, is essential for successful teaching. The purpose of teacher planning time is to provide teachers with self-directed time for planning, instructional preparation, evaluation of student work, and conferring with parents, thereby ensuring student success through a quality education.

- 20.1 Sections 20.2-~~20.5~~ **20.6** shall apply only to Covered Employees who are Teachers.
- ...
- 20.6 **Teachers with less than full FTE position will receive planning time proportional to their FTE share.**
- ...

Exhibit B #15 – ADMINISTRATIVE LEAVE

Administrative Leave

An employee may be placed on administrative leave as a transitional placement pending the outcome of an investigation. Administrative leave may be used to protect an employee from unwarranted attention during an internal investigation. The District will make every effort to expedite the investigation. Placement of an employee on administrative leave is not considered to be a punitive procedure.

Guidelines for administrative leave:

- Used at the discretion of Superintendent or designee for temporary period of time.
- Prior to placing an employee on administrative leave, the Superintendent or designee will notify MVEA.
- A conference will be held to inform the employee of placement on administrative leave. Prior to this meeting, the teacher will be advised that they may wish to have a representative join them at the meeting.

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Adopted: May 28, 2019

- Whenever possible, the employee shall be placed on administrative leave at the end of the work day.
- A letter including the terms of the leave, and reason for the investigation will be presented to the employee when he/she is notified of being placed on leave. A copy of these guidelines will be attached.
- A follow up letter will be sent to the employee.
- Employees will not lose salary or benefits while on administrative leave.
- If as the result of the investigation, no criminal charges or disciplinary actions occur, no record of administrative leave will appear in the employee's personnel file or building file.
- ~~The building administrator will not conduct the investigation.~~

Revised July 1, 2019 ~~July, 2011~~

Exhibit B #22 – TOSA's

May, 2018

Revised: May 2019

TOSA positions (Teachers on Special Assignment) in the District were created to support instructional and educational program needs of students and staff district-wide. TOSA positions provide opportunity for teacher leaders to participate in different roles within the system and provide opportunities for teachers in TOSA positions to maintain current knowledge of classroom practices and demands.

TOSA positions fall into three categories:

- Category A - **Instructional Coaches such as:** D51 Learning Model Coaches, Instructional Technology Integration Coaches, **English Language Learner Coaches**
- Category B - **Instructional Specialists such as:** Induction Specialists, Curriculum & Learning Design Specialists, Multi-Tiered System of Support Specialists
- Category C: Positions which may be temporary in nature.

...

The language in this section will be reviewed Spring ~~2020~~ 2019.

Exhibit B #23 – ELEMENTARY PLANNING TIME

May, 2009

Revised: May 2019

Planning time for elementary teachers is multidimensional. It is important for teachers to share and have collaborative conversations. It is equally important for teachers to individually reflect and prepare for instruction. The agreement on planning time and the structure for early release were created to honor both types of planning. The District, the School Board, and MVEA recognize the importance of time for both collaborative and individual planning. The elementary directors, working with building staff and principals, will monitor the effective use of planning time at all buildings to help ensure a balance. Balance is defined as 50% of early release ~~Wednesdays~~ **Fridays** will be teacher directed, 25% of early release ~~Wednesdays~~ **Fridays** will be designated as district driven, and 25% of early release ~~Wednesdays~~ **Fridays** will be designated as building-level collaborative or professional development.

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

The District and the Association agree that it is a top priority to address the disparity between planning time at different levels. Therefore, the District and the Association will provide recommendations to the Board for equitable planning time for elementary teachers during the 2019-20 school year.

Exhibit B #27 – COVERED EMPLOYEE WORKLOAD

May, 2015

Revised: May 2019

In order to encourage goal focus, it shall be the practice of our District to consider Covered Employees' workload. In order to accomplish this, we shall form a joint MVEA and District standing committee to examine the efficiency and efficacy of all components of Covered Employee workload and provide recommendations to Professional Council. Removal **or** addition of responsibilities shall be determined by weighing their relative impact on our District's goals and by remaining in compliance with Federal and State mandates.

Exhibit B #31 – State Evaluation Waiver

May, 2018

Revised May 2019

As stated in Section 14, we believe that an evaluation system should be a collaborative process, which encourages personal and professional growth in our educators. It is the intent of the District and the Association to pursue a waiver from the State of Colorado's evaluation system in order to design one which has a more narrowed focus on educator growth, and is more transparent and relevant. In 2018-2019, the District will engage in a pilot evaluation system which was jointly created by the Educator Effectiveness Director, district administrators, and members of the Association.

Upon completion of the pilot, the decision has been made not to move forward with seeking a waiver at this time.

Exhibit B #32 – Professional Learning Stipends (Archived)

May, 2018

Archived: May 2019

The District and the Association agree that during the 2018-2019 school year, the Aligned Professional Learning Unit component of the Strategic Compensation system shall be investigated by the Aligned Professional Learning Advisory Board. Any proposed changes would be implemented for the 2019-2020 school year.

All APLU courses shall conclude no later than May 1, 2019.

2019-2020 will be a transitional year as the APLU system is reviewed for either renewal or replacement. May 1, 2020 shall be the last date to apply for APLU stipends for coursework concluded prior to May 1, 2019.

The Instructional Leader designation and stipend shall be suspended. The current cohort group shall finish the three year term July 2019. As part of their work in 2018-2019, APLAB shall review pathways for teacher leadership that might replace the current Instructional Leader designation.

Exhibit B #33 – New Process Implementation

May, 2019



Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

The District and the Association value innovation within schools. However, it is our intent that these innovations do not create an unmanageable workload for staff. Therefore, a new process implementation protocol will be developed by district and building leadership in collaboration with the MVEA president during the 2019-20 school year to ensure all building level initiatives are aligned to the D51 Learning Model and include staff voice.

Exhibit B #34 – Financial Transparency

May, 2019

The District and the Association agree that for trust to be established and maintained, full disclosure and transparency regarding revenues and spending must exist before, during, and after the Negotiations season. In addition, if revenues increase or decrease due to changes in enrollment, Per Pupil Revenue or state funding, the District will consult with the Association via Professional Council regarding the use and allocation of those funds.

Mesa County Valley School District 51

Teacher/Counselor Improvement Plan

Employee Information

Employee's Name: _____ Employee ID: _____
Employee's Title: _____ Building: _____
Evaluator's Name: _____ Evaluator's Title: _____

Type of Notice

This notice is intended to inform you that your performance or conduct has not been satisfactory and the following action is being taken. *If rated partially effective or ineffective begin on the Building Support Plan.

1. ☐ Written Concern(WC) → Date(s) of prior verbal notification(s):
(MM/DD/YYYY) (Enter Dates Here)
2. ☐ Building Support Plan (BSP)* 3. ☐ District Support Plan (DSP) 4. ☐ Disciplinary Phase (DP)
(MM/DD/YYYY) (MM/DD/YYYY) (MM/DD/YYYY)

This document is to be completed in collaboration with the Covered Employee for all steps excluding verbal notification.

Plan

Concern (WC/BSP/DSP/DP)	Describe the concern. Be specific about any incidents or concerns that have occurred because of the skill deficiency or behavioral concern.		
Standard(s) (WC/BSP/DSP/DP)	Relate described concern to the evaluation standard and elements.		
Success Indicators (WC/BSP/DSP/DP)	Clearly identify what expected correction or improvement should look like. List data sources (multiple sources if possible) and how data will be collected which will be used to create a complete picture of the employee's progress regarding the concern.		
Employee Action Steps (BSP, DSP, DP)		Evaluator Action Steps (BSP, DSP, DP)	
Ultimately it is the employee's responsibility to take the necessary steps to improve his/her performance. Make sure you understand the details of the plan; ask clarifying questions if needed. Identify resources or actions that will help you resolve the concern(s).		It is the evaluator's responsibility to be actively involved and provide clear feedback and guidance. Make sure the employee has the resources he/she needs to improve performance, including professional development plus support from you/or and other staff.	
Action Steps Timeline (BSP, DSP, DP)		Develop a mutually agreed upon timeline based on actions to be taken. Identify the time periods in which actions are to be taken and changes are to be made.	
District Action Steps (DSP, DP)		It is the District's responsibility to make opportunities available for the employee to improve performance including any resources to the employee/evaluator which would aid the improvement.	
Date(s) for Plan Review Meeting(s): Schedule periodic meetings (at least quarterly) to review the challenges and successes in each level of the T/CIP.			
☐ Plan has been successfully completed on (MM/DD/YYYY)			

By signing this form, you confirm that you and your evaluator have discussed the information outlined above. Signing this form does not necessarily indicate that you agree with this notice.

_____ Employee Signature (WC/BSP/DSP/DP)	_____ Date	_____ Evaluator Signature (WC/BSP/DSP/DP)	_____ Date
_____ MVEA Representative (as needed/BSP/DSP/DP)	_____ Date	_____ Other(s) Attending Meeting (as needed)	_____ Date
_____ Area Director (BSP/DSP/DP)	_____ Date	_____ Executive Director of HR (DSP-as needed/DP)	_____ Date

You may prepare a response within seven days from receipt of this form which will be attached to this document.

☐ I do not agree with the identified concern _____(Initial)

If you disagree with the concern, you may contact the Area Director, the MVEA President, or their designees.

Copies: (WC – Building File) (BSP – Building File, Area Director, Human Resources/Personnel File, MVEA)
(DSP/DP – Building File, Area Director, Human Resources/Personnel File, MVEA, RANDA)

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019



School Psychologist Improvement Plan

Employee Name:

Job Title:

Employee ID:

Department:

Supervisor:

Date:

Date(s) of prior verbal notification(s):	1. Written Concern(WC) Date:
2. Final Notification (FN) Date:	3. Recommendation for Dismissal (RD) Date:

The District reserves the right to bypass steps in this progressive process based on the severity of the situation. Each situation will be reviewed on a case-by-case basis.

CONCERN

[Summarize the incident that is triggering the need for improvement. Include specific examples of the behaviors/ issues that are occurring.]

POLICY/PROCEDURE

[What is the board policy, rule, job description competency or professional standard related to the area of improvement needed.]

EMPLOYEE ACTIONS

[Clearly identify what the correction or improvement should look like and indicators of success (What does being successful at this behavior look like). List objectives with specific deadlines. Include action steps required of the employee.]

SUPERVISOR SUPPORTS/ACTIONS

[List any resources the employee needs to improve performance, including professional development plus support from you/or and other staff (i.e. training, work with HR for leave of absence, follow up meetings, etc.)]

MONITORING THE PLAN

[Set follow-up meeting dates to review progress or realign expectations.]

☐ Plan has been successfully completed on: MM/DD/YYYY

A copy of this notification will be placed in your personnel file. You may submit a written response **within five business days from receipt of this form**, which will be attached to this document. If you are on an active final notification there may also be impacts to strategic compensation.

Your signature acknowledges this discussion of the improvement plan. It does not indicate agreement or disagreement with this plan.

Employee Signature (WC/FN/RD)	Date	Evaluator Signature (WC/FN/RD)	Date
MVEA Representative (as needed)	Date	Building Supervisor (as needed)	Date
Other(s) Attending Meeting (as needed)	Date	Other(s) Attending Meeting (as needed)	Date

◆ Supervisors will be communicating with HR if the expectations are being met, if progress is occurring but more time is needed, or if the employee needs to move to the next step of the Improvement Plan process.

Whereas: The MVEA membership ratified the agreement on May 22, 2019;



Mesa County Valley School District 51

MVEA Negotiated Agreement 2019-20

Board of Education Resolution: 18/19: 101

Adopted: May 28, 2019

Therefore, be it resolved the Mesa County Valley School District 51, Board of Education ratifies this agreement.

Statement of Purpose

The District shall collect and maintain education records concerning the growth and development of individual students to provide information to parents, school officials and other persons having a legitimate educational interest in the education records of individual students, to provide a basis for the evaluation and improvement of school programs and the individual needs of students and to provide a historical record of individual students who have attended the District. Such education records shall be maintained so as to insure the privacy of individual students and their parents in conformity with state and federal laws.

Definitions

The terms specified below shall, for purpose of this policy only, be defined as follows:

1. "Record" means written or recorded information or data in any medium or format, including but not limited to handwriting, print and paper, tapes, film, microfilm and microfiche and electronic or digital data.
2. "Education records" means those records which contain information directly related to a student and which are maintained by the district or by a person acting for or on behalf of the district.
3. "Personally identifiable" means that data or information including the name of the student, the student's parents or other family members; the address of the student; a personal identifier such as the student's Social Security number, student's number, biometrics records, identifiers such as a student's date of birth, place of birth and mother's maiden name or a list of personal characteristics which would make it possible to identify the student with reasonable certainty. This definition includes any information which can be traced easily to a student.
4. "Parent" means a natural parent, an adoptive parent, the legal guardian of a student, or an individual acting as a parent of a student in the absence of a parent or guardian.
5. "Student" means any person who is attending or has attended District 51 and about whom the district maintains education records or personally identifiable information.
6. "Eligible student" means a student who has attained 18 years of age or is attending an institution of post-secondary education.
7. "School official" means and includes the following parties:

(a) persons employed by the District or holding volunteer positions as teachers, administrators, coaches, athletic trainers, counselors, school psychologists, para-professionals and instructional or administrative support staff members;

(b) persons serving on the Board of Education;

(c) attorneys and/or law firms appointed by the Board of Education as District legal counsel;

(d) contractors, consultants, professionals and other outside parties or service providers, provided that such persons or firms —

- (i) are performing or have contracted with the District to perform institutional services or functions
- (ii) are under the direct control of the District with respect to the use and maintenance of educational records, and
- (iii) have agreed to be subject to the requirements of this policy and state and federal law regarding the use and redisclosure of personally identifiable information from educational records.

The District shall consider non-employed individuals serving as members of an official District or school crisis or risk assessment team (including law enforcement officers, health care providers, social workers and representatives of other local or state agencies or organizations), to be school officials under this subsection while acting in their capacity as members of such teams.

Before disclosure of any personally identifiable information from an education record to any contractor, consultant, professional or other outside party or service provider meeting the conditions in (i) (ii) and (iii) set forth above, such party or provider shall provide written assurance in a form acceptable to the District that such conditions are satisfied in connection with such disclosure; and

(e) other individuals within the District determined to have a legitimate educational interest in education records, such as a parent or student serving on an official district committee or school-sponsored organization, or assisting another school official in performing his or her tasks, as designated in a writing signed by the Superintendent.

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8. “Disclosure” means to permit access to the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written or electronic means, to any party except the party identified as the party that provided or created the record.

Rights of Parents and Eligible Students (Access to Education Records)

District 51 shall provide parents of students, who are or who have been in attendance at a school within the district access to the education records of such students. However, an eligible student may inspect or review his or her own records and provide written consent for disclosure of such records and personally identifiable information therein. If an eligible student is a dependent for federal income tax purposes, the parent also is entitled to access his/her child’s educational records despite the lack of written consent from the eligible student. The right to access shall include:

1. The right to be provided a list of the types of education records which are maintained by the district and are directly related to students.
2. The right to inspect and review the content of those records.
3. The right to obtain copies of those records.
4. The right to a response from the district to reasonable requests for explanations and interpretations of those records.
5. The right to inspect, review or be provided with a response from the district as set forth above as soon as practicable after the request is made.

If the request for access includes a request for access to education records which include information on more than one student, the right to access shall be limited to those portions of such education records as relate to the individual student for whom or concerning whom the request for access is made.

Requesting records from other school districts

When a student transfers to this school district from another district, the receiving school shall request the student’s records from the transferring district if the records have not already been forwarded to the receiving school.

Challenges to the Content of Education Records

Parents of students and eligible students shall be provided an opportunity for a hearing to challenge the content of such students' education records in order to correct or clarify inaccurate or misleading material or otherwise purge from the students' education records inaccurate, misleading or otherwise inappropriate data contained therein in violation of the privacy and other rights of students. The parents of students and eligible students also shall be provided an opportunity to insert as a part of any education record a written explanation respecting the contents of any such student's education record.

Procedures and guidelines for a formal hearing regarding challenges to the content of education records or request for inclusion of explanatory material shall at a minimum include the following:

1. The hearing shall be conducted and decided within a reasonable period of time following the request for the hearing.
2. The hearing shall be conducted and the decision rendered by a district official who does not have a direct interest in the outcome of the hearing.
3. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be represented by an attorney at all stages of the proceeding.
4. The decision shall be rendered in writing within 30 working days after the conclusion of the hearing. Nothing contained herein, however, shall be construed as a limitation upon or discouragement of informal proceedings to settle any dispute arising with a parent of a student or an eligible student regarding the content of the student's education records through informal meetings and discussions with the parents or the eligible student. While district personnel are encouraged to employ informal procedures to accommodate or resolve disputes of such nature, a recourse to informal proceedings shall in no way be deemed a prerequisite to the right of parents and eligible students to a formal hearing to challenge the content of education records.

Annual Notification of Rights

The District will notify parents and eligible students of their rights pursuant to this policy at the beginning of each academic year. The notice will be in the form provided on Exhibit JRA/JRC-E(1). Such notice shall be given to parents and eligible students by one or more of the following methods:

1. By at least one conspicuous publication in a newspaper of general circulation within the district.

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2. By inclusion in school newspapers, handbooks or similar publications produced or maintained for general circulation to parents and students.
 3. By a general mailing or “take home” notice.

For notice to parents or eligible students who are disabled or whose primary or home language is other than English, the format, language or method of notice will be modified so it is reasonably likely to inform them of their rights.

A copy of the Family Educational Rights and Privacy Act and this policy may be obtained from the office of the Superintendent during normal business hours.

Disclosure of Directory Information

The District may disclose directory information from a student’s educational records without the consent of the parent or eligible student. A parent or eligible student may refuse to permit the designation of any and all categories of information as directory information with respect to that student by informing the Director of Student Services or the registrar of the school in which the student is enrolled of such refusal in writing at least 20 days in advance of disclosure. Such refusal shall be documented in the form set forth in Exhibit JRA/JRC-E(2).

“Directory information” means information contained in a student’s education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information that may be released shall include, but is not limited to, the student’s name; address, telephone number, date of birth; photograph; grade level; participation in officially recognized activities and sports; height and weight of athletic team members; dates of attendance; and degrees, awards, honors, and other distinctions received. However, unless otherwise provided by law, addresses and telephone numbers of students shall not be disclosed as directory information except to a state or federal law enforcement agency where such student is under investigation by such agency and the agency shows that such information is necessary for the investigation.

Disclosure to Third Parties (Persons Who May Receive Education Records Without Consent)

The District will disclose personally identifiable information from student records without the written consent of the parent or eligible student only to those persons or entities allowed under federal or state law to receive such information. Pursuant to such laws, disclosures of such information may be made to or for the following:

1. Other school officials who have a legitimate educational interest in the student. A school official has a “legitimate educational interest” if disclosure to such official is:
 - a. Necessary for that official to perform appropriate tasks that are specified in his or her position description or by a contract agreement;
 - b. Used within the context of official district business and not for purposes extraneous to the official’s areas of responsibility;
 - c. Relevant to the accomplishment of some task or to a determination about the student; and
 - d. Consistent with the purposes for which the data are maintained.

Pursuant to state law and Board Policy JK, the principal or designee shall communicate certain disciplinary information concerning students enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student.

2. Officials of other school systems in which the student seeks or intends to enroll or transfer. In this case disciplinary information may be included.
3. Organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering tests, administering student aid programs and improving instruction, if upon a written agreement between the organization and the district, the organization agrees that such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purposes for which it is conducted.
4. Accrediting organizations in order to carry out their accrediting function.
5. In connection with financial aid which a student has applied for or received.
6. In compliance with judicial orders or pursuant to any lawfully issued subpoena upon condition that parents and eligible students are notified of all such orders or subpoenas in advance of the compliance therewith by the district.
7. In compliance with an *Ex Parte* court order under the Patriot Act.

Mesa County Valley School District 51

JRA/JRC

STUDENT RECORDS

Related: JRA/JRC-R

Adopted: October 12, 1976, Revised: June 17, 1997

Policy Manual Review: August 6, 2002

Adopted: September 15, 2009

Adopted: June 20, 2017

Adopted: May 28, 2019

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8. Governmental agencies and officials as required by law. For example, on or before December 31 of each school year, District shall disclose to the Colorado Commission of Higher Education (CCHE) the names and mailing addresses of those students enrolled in the eighth grade for use in mailing the notice of postsecondary educational opportunities and higher education admission guidelines as required by state law.
 9. The names, addresses and home telephone numbers of students in any secondary school shall be released to a recruiting officer for any branch of the United States armed forces who requests such information unless any such student submits a request, in writing, that such information not be released. The recruiting officer requesting and receiving any such information shall certify, in writing, that the data released will be used for the sole purpose of providing information to students regarding military service, and that the information obtained will not be released to any person or organization other than individuals within the recruiting services of the armed forces.
 10. To appropriate persons in connection with a bona fide emergency if knowledge of such information is necessary to protect the health and safety of a student or other persons. In determining whether such a bona fide emergency exists, school officials may take into account the seriousness of the threat to the health or safety of the student or other persons, the need for such records to meet the emergency, the person to whom the educational records are to be disclosed, whether the person to whom such records are released is in a position to deal with the emergency, the extent to which time is of the essence in dealing with the emergency.
 11. The disclosure is information that the district has designated as “directory information” as provided above. However, unless otherwise provided by law, addresses and telephone numbers of students shall not be disclosed as directory information except to a state or federal law enforcement agency where such student is under investigation by such agency and the agency shows that such information is necessary for the investigation.
 12. In connection with any legal action by the district against a parent or a student, or in connection with any legal action against the district by a parent or a student when the educational records of the student are relevant for the defense or prosecution to proceed with the claim.
 13. The disclosure concerns information provided to the District under federal law requiring sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994.

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14. Disclosures of disciplinary and attendance information to a criminal justice agency pursuant to Policy JRCA.

Disclosures to Medicaid

In all cases in which a student is enrolled in the Colorado Medicaid program, the District shall release directory information consisting of the student's name, date of birth and gender to Health Care Policy and Financing (Colorado's Medicaid agency) to verify Medicaid eligibility of students. As required by applicable law, the district shall:

1. obtain written consent from a parent before the release of any non-directory information required for accessing the child's or parent's benefits or insurance for the first time; and :
2. provide the parents with written notification of their rights and protections under applicable law before accessing the child's or parent's public benefits or insurance for the first time and prior to obtaining the parental consent and annually thereafter.

Verification of Identity

The district will use reasonable methods to identify and authenticate the identity of parents, student, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

Consent to Disclosure of Education Records

Except as provided in the "Disclosures to Third Persons" section above, education records relating to a student shall not be disclosed to third persons except upon written parental consent or the written consent of an eligible student according to the following procedures:

1. All consents shall be in writing and shall be received by school officials prior to the disclosure of education records to any third parties. The superintendent or designee shall prescribe a consent form to be used for this purpose which shall be designed to elicit the following information:
 - a. A specification of the records to be released.
 - b. The reasons or other justification the parent gives for requesting that education records be released to a third person.

- c. The names of all persons to whom the records are to be released.

Parent or eligible student consent shall only be valid for the specific instance or purpose for which it was given. Consent for a student to participate in any course, school activity, special education program, or in any other school program shall not constitute the specific written consent required.

All signed consent forms shall be retained by the school district.

- 2. Whenever the district is required by law or policy to seek written consent prior to disclosing personally identifiable information regarding a student, the following information shall be provided in writing to the parent or eligible student:
 - a. The specific records to be released
 - b. The specific reason for such release
 - c. The specific identity of any person, agency or organization requesting such information and the intended uses of the information
 - d. The method or manner by which the records will be released
 - e. The right to review or receive a copy of the records to be released
- 3. Upon release of education records to a third person, school officials shall on request supply a copy of all education records released or to be released to a third party.
- 4. Release of information to a third party, other than those who may receive records without parental consent, shall be on the condition that no education record or information contained therein may be disclosed to another without the written consent of the parent or eligible student.

Disclosure Log

Each school official or employee charged with maintaining education records shall maintain with respect to each student for whom education records are maintained a written or electronic log or registration of each request and each disclosure of personally identifiable information from the education records of a student. The log or registry shall be kept with the education records of the student and shall indicate:

1. The parties who have requested or obtained personally identifiable information from the education records of the student.
2. The names of the parties to which the receiving party may disclose the information on behalf of the district.
3. The legitimate interests these parties had in requesting, obtaining, or redisclosing the information.
4. Emergency information

The log need not reflect disclosure of directory information or disclosure to a parent of a student or an eligible student or disclosure pursuant to the written consent of a parent of a student or an eligible student when the consent is specific with respect to the party or parties to whom the disclosure is made, or disclosures to school officials or employees having a legitimate education interest in the education records of the student, or disclosures of information to military recruiters.

The log or registry of disclosure may be inspected by the parent of the student or the eligible student, by the school official and assistants who are responsible for the custody of the records and by the federal agency responsible for monitoring and auditing the record-keeping procedures of the district pursuant to the Family Educational Rights and Privacy Act of 1974.

Waivers

A parent or eligible student may waive any or all of his/her rights protected by this policy. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The district does not require a waiver but may request a waiver. Any waiver under this provision may be revoked at any time by written instrument.

Administrative Procedures

The superintendent or designee shall be authorized and directed to establish appropriate procedures to administer this policy.

Legal Refs:

20 U.S.C. 1232g (*Family Educational Rights and Privacy Act*)

20 U.S.C. 7908 (*military recruiter information contained in No Child Left Behind Act of 2001*)

34 C.F.R. 99.1 *et seq* (FERPA regulations)

C.R.S. 19-1-303 and 304 (records and information sharing under Colorado Children's Code)

C.R.S. 22-1-123 (district shall comply with FERPA)

C.R.S. 22-32-109(1)(ff) (duty to establish policy on disclosing eighth grade students names and mailing addresses to the Colorado Commission on Higher Education)

C.R.S. 22-32-109.1(6) (duty to establish policy on sharing information consistent with state and federal law in the interest of making schools safe)

C.R.S. 22-32-109.3(2) (duty to share disciplinary and attendance information with criminal justice agencies)

C.R.S. 22-33-106.5 (court to notify of conviction of crime of violence and unlawful sexual behavior)

C.R.S. 22-33-107.5 (school district to notify of failure to attend school)

C.R.S. 24-72-204(3)(a)(VI) (schools cannot disclose address and phone number without consent unless otherwise provided by law)

C.R.S. 24-72-204(3)(b) (schools may disclose scholastic, medical, psychological or sociological information to law enforcement agency where student is under investigation)

C.R.S. 24-72-204(3)(d) (information to military recruiters)

C.R.S. 24-72-204(3)(e)(I) (certain FERPA provisions enacted into Colorado Law)

C.R.S. 24-72-204(3)(e)(II) (disclosure by staff of information gained through personal knowledge or observation)

C.R.S. 24-72-205(5) (fee for copying public record)

C.R.S. 25.5-1-116 (confidentiality of HCPF records)

Mesa County Valley School District 51

JRA/JRC

STUDENT RECORDS

Related: JRA/JRC-R

Adopted: October 12, 1976, Revised: June 17, 1997

Policy Manual Review: August 6, 2002

Adopted: September 15, 2009

Adopted: June 20, 2017

Adopted: May 28, 2019

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CROSS REFS: GBG, Liability of School Personnel/Staff Protection

JK, Student Discipline

JLC, Student Health Services and Records

JRCA*, Sharing of Student Records/Information between School District and State Agencies

GRADUATION REQUIREMENTS

Adopted: June 6, 2000

Revised: April 20, 2004

Amended: June 19, 2007, October 16, 2007

Amended: May 28, 2019

Page 1 of 4

Graduation requirements are effective for the incoming 2007 high school freshmen students, graduating in the year 2011 through 2020.

Students shall have the opportunity to graduate from Mesa County Valley School District 51 schools by satisfying the requirements set forth below for issuance of a Mesa County Valley School District 51 diploma or certificate of completion. The Board of Education's goal is for all students to earn a Mesa County Valley School District 51 diploma.

A student must complete the required standards-based 25 credit units to graduate. These credits must be earned in courses approved by the Superintendent or his designee for credit toward high school graduation. A student must be properly registered and credits properly authorized in order to receive credit for courses completed. In the case of a student transferring from educational programs outside of Mesa County Valley School District 51, reasonable effort shall be made to adjust the student's programs to the requirements for graduation. Students dropping out of Mesa County Valley School District 51 schools and then re-entering at a later date shall follow the policies for graduation as established by the Board for their year of re-entry.

No student may participate in commencement exercises until all graduation requirements have been met.

A student must complete the following coursework to receive a Mesa County Valley School District 51 diploma:

Earn twenty-five (25) standards-based credits from the following required and elective courses:

4.0 credits of Language Arts

- 1.0 credit Composition/Literature 9th Grade
- 1.0 credit Composition/Literature 10th Grade
- 0.5 credit Speech or Forensics
- 0.5 credit Composition 11th Grade, College Prep Comp, or AP Language
- 1.0 credit Composition/Literature 11th Grade or AP Language
- 0.5 credit Literature 12th Grade
- 0.5 credit Language Arts Elective

3.0 credits of Mathematics

3.0 credits of Science

- 1.0 credit Geo-Physical (or equivalent)
- 1.0 credit Biology (or equivalent)
- 1.0 credit Science Elective

3.0 credits of Social Studies

- 1.0 credit World Geography or Global Studies
- 0.5 credit Social Studies elective

GRADUATION REQUIREMENTS

NOTE: This revision replaces IKF(2) as well.

Adopted: June 6, 2000

Revised: April 20, 2004

Amended: June 19, 2007

Amended: October 16, 2007

Amended: May 28, 2019

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1.0 credit U.S History

0.5 credit American Government

1.0 credit of Physical Education

0.5 credit Personal Fitness & Wellness

0.5 credit Physical Education Elective

0.5 credit of Personal Finance-Economics, selected from the following:

- Personal Finance (Math or Elective Credit)*
- Economics (SS or Elective Credit)*
- AP Economics (SS or Elective Credit)*
- Life Management/Wealth Management or equivalent
- Independent Living with emphasis on Personal Finance (Elective Credit)*
Note: 2008 state law and standards revision may require re-evaluation of course curriculum
- ACE Career Development / PWR Frameworks

0.5 credit of Computer / Technology Literacy

- Computer Applications (or equivalent entry-level-class) **OR**
- Advanced Level Class through Challenge Test or Computer Science

0.5 credit of Fine Arts

(Selected from theater, video, art, music, dance, photography, or humanities courses)

9.5 or 10.0 credits of Other Electives

- * Dependent on Core or Elective Credit earned in Personal Finance-Economics

Total Required Credits: 25

Service Learning (**minimum of 30 hours required**) Grand Junction High School only

It is expected that most students will complete six to seven credits each school year to accumulate the required total of twenty-five (25) standards-based credits.

Students will receive 0.5 elective credit if they are proficient or advanced in one or more areas of the CSAP or CMAS assessment during the freshman and/or sophomore years. Class ranking and GPA will not be affected as students will receive a P for proficient/passing instead of a letter grade. The maximum credit each year is 0.5 and the sophomore credit does not need to represent a different CSAP or CMAS area than the freshman credit.

Students Studying Abroad

Mesa County Valley School District 51 encourages exposure of students to different cultures, and encourages opportunities for students to develop proficiency in a world language / foreign language. Student exchange between countries is a pathway to accomplish these objectives. Each high school and middle school will make students aware of this district policy, and encourage student participation in out-of-the country exchange programs.

GRADUATION REQUIREMENTS

NOTE: This revision replaces IKF(2) as well.

Adopted: June 6, 2000

Revised: April 20, 2004

Amended: June 19, 2007

Amended: October 16, 2007

Amended: May 28, 2019

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1. Students will receive 2 semesters world language / foreign language credit for every semester spent studying at a school where English is not the dominant language.
 2. Students will receive 1 semester elective credit in humanities for their out-of-the-country living experience.
 3. Credit in any other content areas will be awarded upon submission by the student evidence of proficiency or appropriate student work in that content area.
 4. The safety and the quality of the student exchange program will solely be determined by the student and his or her parents or guardians. The district will not be responsible for determination of safety, quality or appropriateness of any exchange program.

The 25 standards-based credit requirements will be earned through three basic pathways as described below:

1. **Conventional Pathway.** This pathway is the standard pathway to graduation. The student will:

- Complete 25 required standards-based credits* **AND**
 - Maintain a 2.0 GPA or higher, **AND**
 - Demonstrate a “proficient” level, as defined by No Child Left Behind, on 9th and 10th grade CSAP in math, reading and writing or CMAS or PSAT in math and reading/writing. **OR**
 - The student will participate in prescribed interventions in their targeted area(s) of deficiency, **AND**
 - Demonstrate “proficient” or above on NWEA Map Test **OR**
 - Demonstrate proficiency on the older version of the SAT test (through Feb 2016) with a culminating score of 900
 - ACT (17**or above) or other standardized assessment, **OR**
 - Demonstrate proficiency through an alternative proficiency assessment (APA).
- **ACT scores are subject to change, as ACT tests are re-normed.*

2. **Pathway of Distinction*.** This pathway provides the highly motivated student opportunities for challenging coursework and additional recognition for their rigorous work. The student will:

- Complete 25 required standards-based credits* **AND**
 - Maintain a 3.5 GPA or higher, **AND**
 - Demonstrate an “advanced” level on 9th and 10th grade CSAP, CMAS or PSAT in all tested areas, **OR**
 - Demonstrate “advanced” performance on the NWEA Map Test, **OR**
 - Demonstrate a score of 1110 or above on SAT, or a score of 22 or above on ACT prior to 2016 or 24** or above on ACT thereafter, **OR**
 - Complete an alternative proficiency assessment (APA) during the junior or senior year.
- **ACT scores are subject to change, as ACT tests are re-normed.*

3. **Individualized Pathway.** This pathway allows for adaptation and can be utilized for:

- Students needing an individualized program of study as outlined by an individualized graduation plan.

GRADUATION REQUIREMENTS

NOTE: This revision replaces IKF(2) as well.

Adopted: June 6, 2000

Revised: April 20, 2004

Amended: June 19, 2007

Amended: October 16, 2007

Amended: May 28, 2019

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- The student will complete 25 credits aligned with the standards or the equivalent. The 25 credits could include alternative proficiency assessment or extensions of the individualized pathway that allow the student to earn the equivalent of 25 standards-based credits.
 - Students who have a GPA lower than 2.0.
 - The student will complete 25 required standards-based credits* **AND**
 - The student will participate in prescribed interventions in their targeted area(s) of deficiency **AND**
 - The student will work with appropriate staff to develop a graduation plan that supports student growth.

Certificate of Completion. The *Certificate of Completion* may be issued to students under special circumstances in lieu of a Mesa County Valley School District 51 Diploma. A student with a disability who has attended high school for at least eight (8) semesters or twelve (12) trimesters as a full time student, but who receives special education services pursuant to an Individualized Educational Program (IEP) which does not provide for the acquisition of 25 credits required for a diploma, may be issued a certificate of completion upon recommendation of the high school principal.

NOTE: Students planning to attend a four-year public college or university in Colorado will need to complete the following classes in order to fulfill the Higher Education Admission Requirements:

Academic Area	Class of 2009	Class of 2010+
English	4.0 credits	4.0 credits
Mathematics (Must include Alg 1, Geometry, Alg II or equivalents)	3.0 credits	4.0 credits
Natural/Physical Sciences (Two units must be lab-based)	3.0 credits	3.0 credits
Social Sciences (At least one unit of U.S. or world history)	3.0 credits	3.0 credits
Foreign Language***	Not Required	1.0 credit
Academic Electives***	2.0 credits	2.0 credits

***Acceptable Academic Electives include additional courses in English, mathematics, natural/physical sciences and social sciences, foreign languages, art, music, journalism, drama, computer science, honors, Advanced Placement, International Baccalaureate courses, and appropriate CTE courses.

Mesa County Valley School District 51

IKF(2)

GRADUATION REQUIREMENTS

Adopted: October 25, 2016

Adopted: May 28, 2019

Page 1 of 4

Graduation requirements are effective for the incoming 2017 high school freshmen students, graduating in the year 2021 and thereafter.

Students shall have the opportunity to graduate from Mesa County Valley School District 51 schools by satisfying the requirements set forth below for issuance of a Mesa County Valley School District 51 diploma or certificate of attendance. The Board of Education's goal is for all students to earn a Mesa County Valley School District 51 diploma.

A student must complete the required standards-based 25 credit units to graduate. These credits must be earned in courses approved by the Superintendent or his designee for credit toward high school graduation. A student must be properly registered and credits properly authorized in order to receive credit for courses completed. In the case of students transferring from educational programs outside of Mesa County Valley School District 51, reasonable effort shall be made to adjust the students' programs to the requirements for graduation. Students exiting out of Mesa County Valley School District 51 schools and then re-entering at a later date shall follow the policies for graduation as established by the Board for their year of re-entry.

No student may participate in commencement exercises until all graduation requirements have been met.

A student must complete the following to receive a Mesa County Valley School District 51 diploma:

- I. Earn twenty-five (25) standards-based credits, with a 2.0 GPA or higher, from the following required and elective courses. Specific course titles are listed and updated in the Counselor Collaboration Team (CCT) Manual and high school registration documents.

It is expected that most students will complete six to seven credits each school year to accumulate the required total of twenty-five (25) standards-based credits.

4.0 credits of Language Arts, consisting of

- 1.0 credit of Comp/Lit 9
- 1.0 credit of Comp/Lit 10
- 1.0 credit of Comp/Lit 11
- .5 credit of Level 12 Literature
- .5 credit of English Elective

3.0 credits of Mathematics

3.0 credits of Science, consisting of

- 1.0 credit Earth Science
- 1.0 credit Life Science
- 1.0 credit Physical Science

3.0 credits of Social Studies, consisting of:

- 1.0 credit of Geographical Studies

1.0 credit of U.S History
.5 credit of American Government
.5 credit of Social Studies elective

.5 credit of Physical Education

.5 credit of Personal Fitness / Wellness

.5 credit of Computer Science

.5 credit of Fine Arts

(Selected from theater, video/media production, art, music, dance, photography)

10.0 Other Elective credits

Depends on Core or Elective Credit

2.0 electives aligned to the student's Individual Career and Academic Plan (ICAP)

One course listed in the CCT Manual or registration documents, which meets the criteria for Financial Literacy Proficiency.

Students Studying Abroad

Mesa County Valley School District 51 encourages exposure of students to different cultures, and encourages opportunities for students to develop proficiency in a world language. Student exchange between countries is a pathway to accomplish these objectives. Each high school and middle school will make students aware of this district policy, and encourage student participation in out-of-the country exchange programs.

1. Students will receive 2 semesters world language credit for every semester spent studying at a school where English is not the dominant language.
2. Students will receive 1 semester elective credit in humanities for their out-of-the-country living experience.
3. Credit in any other content areas will be awarded upon submission by the student evidence of proficiency or appropriate student work in that content area.
4. The safety and the quality of the student exchange program will solely be determined by the student and his or her parents or guardians. The district will not be responsible for determination of safety, quality or appropriateness of any exchange program.

Total Required Credits: 25

- II. Complete an Individual Career Academic Plan (ICAP)
- III. Demonstrate academic proficiencies in English and math from one of the Menu of College and Career Readiness options listed in the Colorado Department of Education Graduation Requirements. Colorado Department of Education Graduation Requirements can be viewed at www.cde.state.co.us/postsecondary or from the high school counseling office.

GRADUATION PATHWAYS

The 25 standards-based credit requirements will be earned through three basic pathways as described below:

1. **Conventional Pathway:** The **Conventional Pathway** will lead a student to graduation when the following criteria are met:

- Completed 25 required standards based credits with a 2.0 GPA or higher **AND**
- Demonstrate competency in English and Math from Menu of College and Career Readiness options.

2. **Pathway of Distinction:** This honors pathway will lead a student to graduation when the following criteria are met:

- Completed 25 Colorado Higher Education Admission Requirement based credits that meet the Colorado Higher Education Admissions (HEAR) requirements **AND**
- Maintain a 3.5 GPA or higher **AND**
- Demonstrate a score of 24 or above on the ACT * **OR**
- Demonstrate a score of 1110 or above on the SAT Colorado*

(* The cut scores for ACT and SAT will be determined with input from the companies that have developed the test prior to implementation.)

3. **Individualized Pathway:** The **Individualized Pathway** is intended for students who are not proficient in multiple areas on the Menu of College and Career Readiness Demonstrations at the end of their eleventh grade year, and/or require an individualized program as determined by a body of evidence that includes standardized assessment, formative and summative classroom assessment, and other diagnostic assessment as needed. Individualized programs will be developed as early as preschool or at the point a student has an identified need. Students utilizing this pathway may include, but may not be limited to, gifted and talented students, non-proficient students, and students on an individual education plans (IEPs).

- These students would complete a very structured individualized course of study focused on their specific academic needs.
- These students would complete 25 credits aligned with the standards. The 25 credits could include performance-based projects and/or extensions of the Individualized Pathway that allow the student to earn the equivalent of 25 standards-based credits.

Extensions of the Individualized Pathway to graduation can be developed. Such programs will be rigorous and must adhere to the requirements of this policy. The Key Performance Program is an example of an Individualized Pathway.

4. **Certificate of Attendance:** The *Certificate of Attendance* may be issued to students under special circumstances in lieu of a Mesa County Valley School District 51 diploma. A student with a disability who has attended high school for at least eight (8) semesters as a full time student, but who receives

Mesa County Valley School District 51

IKF(2)

GRADUATION REQUIREMENTS

Adopted: October 25, 2016

Adopted: May 28, 2019

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special education services pursuant to an Individualized Educational Program (IEP) which does not provide for the acquisition of 25 credits required for a diploma, may be issued a Certificate of Attendance upon recommendation of the high school principal.

Mesa County Valley School District 51

JF

SCHOOL ADMISSIONS

Adopted: June 13, 1972

Revised to Conform with Practice: Date of Manual Adoption

Policy Manual Review: August 6, 2002

Policy Readopted: May 28, 2019

All persons age six and under 21 years who have not graduated from high school or received any document evidencing completion of the equivalent of a secondary curriculum shall be admitted to the schools if legal residence is within the boundary of District 51 as provided for by state law. Conditions of exception are provided by law.

A birth certificate or other satisfactory evidence of age, as well as proof of residence, shall be required of each student entering school in this district for the first time.

Denial of Admission

The Board of Education or the superintendent may deny admission to the schools of the District in accordance with applicable law.

The Board shall provide due process of law to student and parents/guardians through written procedures consistent with law for denial of admission to a student.

Nondiscrimination

The Board, superintendent, other administrators and District employees shall not unlawfully discriminate based on a student's race, color, national origin, ancestry, creed, religion, sex, sexual orientation (which includes transgender), marital status, disability or need for special education services in the determination of action under this policy.

Legal References:

C.R.S. 22-1-102 (defines "resident")

C.R.S. 22-1-102.5 (defines "homeless child")

C.R.S. 22-1-115 (school age is any age over five and under twenty-one years)

C.R.S. 22-2-409 (notification of risk)

C.R.S. 22-32-109(1)(II)(Board duty to adopt policies requiring enrollment decisions to be made in a nondiscriminatory manner)

C.R.S. 22-32-115 (tuition to another school district)

C.R.S. 22-32-116(non-resident students)

C.R.S. 22-32-138 (enrollment of students in out-of-home placements)

C.R.S. 22-33-103 through 22-33-110 (school attendance law)

C.R.S. 22-33-105 (2)(c) (requiring hearing to be convened if requested within 10 days after denial of admission or expulsion)

Cross References:

JEB, Entrance Age

JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)

JLC, Student Health Services and Requirements

JLCB, Immunization of Students

Mesa County Valley School District 51
(P)GDA
PROVISIONAL SUPPORT STAFF POSITIONS

First Reading: May 28, 2019
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The Board of Education recognizes that support staff employees are often required in positions of a provisional nature to perform a diverse array of services on an as-needed or as-funded basis, and that District administrators should have significant flexibility to create, alter and terminate such provisional positions.

Accordingly, the Board authorizes the Executive Director of Human Resources or, in the absence of the Executive Director of Human Resources, the Superintendent or his/her designee, to employ, assign, discipline and discharge nonsupervisory provisional support staff employees. Unless otherwise expressly provided in a written contract, employment of such provisional support staff members shall be "at will," and such provisional support staff members may resign or be dismissed with or without cause and with or without advance notice at any time at the option of either the employee or the District. Board policies GDQB and GDQD shall not apply to the resignation, discipline or dismissal of provisional support staff.

The following positions shall be considered provisional support staff positions under this policy:

"Support staff substitute." Support staff substitutes are employed to perform duties of a regular support staff position on an as-needed or interim basis on account of an absence, leave or vacancy. Support staff substitute positions may be assigned and accepted through the District's Absence Management/Substitute system. Support staff substitutes shall be paid on an hourly basis, according to the Support Staff Substitute Salary Schedule.

"Variable hour support staff." Variable hour support staff members are employed on a sporadic, itinerant, short-term, or seasonal basis to perform services as assigned by a building administrator. The duration of such employment may be dependent on a limited source of funding. Variable hour support staff shall be paid hourly, according to the Variable Hour Salary Schedule.

The number of days or hours of work associated with provisional support staff positions shall not be guaranteed. Provisional support staff employees shall be ineligible for District insurance or health plan benefits, and shall not accrue sick, personal, day leave, vacation leave or other benefits afforded regular support staff employees pursuant to District personnel policies. Provisional support staff employees shall participate in the Public Employee's Retirement Association ("PERA"), to which both the provisional support staff employee and the District make monthly contributions, unless the employee is exempt from the statutory requirements for PERA membership.

Provisional support staff employees shall have only those employment rights provided by this policy, or by applicable law. Each provisional support staff employee shall be given a copy of this policy at the time of hire. Except as provided in this policy, Board of Education policies and regulations applicable to other District support staff employees shall apply to provisional support staff employees.

LEGAL REFS: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-110 (1)(h),(ee)

CROSS REF: GDB, Classified Staff Contracts and Compensation

STUDENT DISCIPLINE

Related: JK-R

Adopted: November 17, 1987

Revised: August 18, 1998

Readopted: November 17, 2009

Adopted: March 28, 2017

Revision First Reading: May 28, 2019

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The Board believes that effective student discipline is a prerequisite for sound educational practice and productive learning. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline and socially acceptable behavior.

All policies and procedures for handling general and major discipline problems for all students of the District shall be designed to achieve these broad objectives. Disorderly students also shall be dealt with in a manner which allows other students to learn in an atmosphere which is safe, conducive to the learning process and free from unnecessary disruptions.

The Board, in accordance with applicable law, has adopted a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code also emphasizes that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. The code shall be enforced uniformly, fairly and consistently for all students.

The Board shall consult with administrators, teachers, parents, students and other members of the community in the development of the conduct and discipline code.

All Board-adopted policies and Board-approved regulations containing the letters "JK" in the file name shall be considered as constituting the discipline section of the legally-required code.

The superintendent shall arrange to have the conduct and discipline code distributed once to each student in elementary, middle, and high school and once to each new student in the District. Copies shall be available on the District web site and at each school upon request.

Enforcement of discipline code

All discipline policies and procedures must conform with requirements of law. Discipline policies and procedures may include acts of reasonable and appropriate physical intervention or force in dealing with disruptive students which are not in conflict with the legal definition of child abuse. An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.

A teacher or any other person acting in good faith and in compliance with the discipline code adopted by the Board shall be immune from criminal prosecution or civil liability unless the person is acting willfully or wantonly.

Disciplinary plans shall include the appropriate use of prevention, intervention, restorative justice practices, peer mediation, counseling, or other approaches to address student misconduct, which approaches are designed to minimize student exposure to the criminal and juvenile justice system.

School administration shall not order a victim's participation in a restorative justice practice or peer mediation if the alleged victim of an offending student's misconduct alleges that the misconduct constitutes unlawful sexual behavior, a crime in which the underlying factual basis involves domestic violence, stalking or a violation of a protection order.

Disciplinary information

In accordance with state law, the principal or designee is required to communicate disciplinary information concerning any student enrolled in the school to any teacher who has direct contact with the student in the classroom and to any counselor who has direct contact with the student. The purpose of this requirement is to keep school personnel apprised of situations that could pose a risk to the safety and welfare of others.

STUDENT DISCIPLINE

Related: JK-R

Adopted: November 17, 1987

Revised: August 18, 1998

Readopted: November 17, 2009

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For purposes of this policy, "disciplinary information" means confidential records maintained by or in possession of the principal or designee on an individual student which indicate the student has committed an overt and willful act which constitutes a violation of the District's code of student conduct and/or there is reasonable cause to believe, through information provided to the principal from another credible source, that the student could pose a threat to the health and safety of other students and school personnel based on prior misbehavior.

"Disciplinary information" is intended to include only that information of a serious nature that is not otherwise available to teachers and counselors as part of the education records maintained on students or other reports of disciplinary actions. It is appropriate for instructional staff members to request disciplinary information from the principal or designee on students in their classrooms if there is concern that the student poses a threat to the safety of other students or school officials.

Any teacher or counselor to whom disciplinary information is reported shall maintain the confidentiality of the information and shall not communicate it to any other person. The principal or designee is required to inform the student and the student's parent or guardian when disciplinary information is communicated and to provide a copy of the disciplinary information. The student and/or the student's parents or guardian may challenge the accuracy of disciplinary information through the process outlined in Board policy and administrative regulations concerning challenges to the content of education records (JRA/JRC, JRA/JRC-R).

Discipline of Habitually Disruptive Students

A student who has been suspended three times during the course of the school year for causing a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities because of behavior that was initiated, willful, and overt on the student's part may be declared to be "habitually disruptive." The student and the parent, guardian or legal custodian of the student shall have been notified in writing of each suspension counted toward declaring the student as habitually disruptive. Declaration as a habitually disruptive student shall be grounds for suspension or expulsion of a student.

The student shall be required to participate in an individual remedial discipline plan that shall address the child's disruptive behavior, his or her educational needs and the goal of keeping the child in school. No student shall be declared habitually disruptive prior to the development and implementation of a remedial discipline plan. The remedial discipline plan shall be developed after the first suspension for a material and substantial disruption and reviewed and, if appropriate, modified after the second suspension. The District shall encourage and solicit the full participation of the child's parent, guardian or legal custodian in the development of the remedial discipline plan.

Discipline of Special Education Students

Appropriate discipline for special education students shall be determined by the student's individual education plan (IEP). The director of pupil services shall be contacted prior to the use of any disciplinary measure which is not authorized by the student's IEP as additional procedural considerations are required in accordance with the District's responsibilities under state and federal law.

Legal References:

C.R.S 16-22-102 (9) (unlawful sexual behavior)

C.R.S 18-6-803.5 (domestic violence)

C.R.S. 18-6-401(1) (definition of child abuse)C.R.S 18-6-800.3 (1) (definition of domestic violence)

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JK

STUDENT DISCIPLINE

Related: JK-R

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C.R.S. 22-32-109.1(2)(a) (adoption and enforcement of conduct and discipline code)
C.R.S. 22-32-109.1(2)(a)(III) (discipline of habitually disruptive students is required part of safe schools plan)
C.R.S. 22-32-109.1(9) (immunity provisions in safe schools law)
C.R.S. 22-33-106 (1)(c.5) (habitually disruptive students)
C.R.S. 22-32-126(5) (communication of disciplinary information to teachers/counselors)
C.R.S. 22-33-106(1)(a-f) (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-202 (identification of at-risk students)

Cross References:

JIC, Student Conduct, and subcodes

JK subcodes (all relate to discipline)

JRA/JRC, Student Records

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JICDA

CODE OF STUDENT CONDUCT

Adopted: August 6, 2002

Adopted: December 11, 2012

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The principal may suspend or recommend expulsion of a student who engages in one or more of the following activities while in school buildings, on school grounds, when being transported in vehicles owned, dispatched or contracted for by the district or one of its schools, at a school or school-sponsored activity or event, during a district-sponsored activity or event, and off school property when the conduct or activity has a reasonable connection to school or any school or district-sponsored curricular or non-curricular activity or event.

1. Causing or attempting to cause damage to school property or stealing or attempting to steal school property.
2. Causing or attempting to cause damage to private property or stealing or attempting to steal private property.
3. Causing or attempting to cause physical injury to another person except in self-defense.
4. Commission of any act which if committed by an adult would be robbery or assault as defined by state law.
5. Violation of criminal law, which has an immediate effect on the school or on the general safety or welfare of students or staff.
6. Violation of district policy or building regulations.
7. Violation of the district's policy on dangerous weapons in the schools. Expulsion shall be mandatory for using or possessing a firearm, in accordance with federal and state law. See policy JICI.
8. Violation of the district's alcohol use/drug abuse policy. See policy JICH.
9. Violation of the district's violent and aggressive behavior policy. See policy JICDD.
10. Violation of the district's tobacco-free schools policy. See policy ADC.
11. Violation of the district's policy on sexual harassment or nondiscrimination. See policy AC, JBB.
12. Throwing any object that might cause bodily injury or damage property, whether or not the property hit by the object is school-owned, unless such activity is part of a supervised school or school-sponsored activity or sport.
13. Directing profanity, vulgar language or obscene gestures toward other students, school personnel or visitors to the school.
14. Engaging in verbal abuse, i.e., name calling, ethnic or racial slurs, or derogatory statements to others that precipitate disruption of the school program or incite violence.
15. Committing extortion, coercion or blackmail, i.e., obtaining money or other objects of value from an unwilling person or forcing an individual to act through the use of force or threat of force.
16. Lying or giving false information, either verbally or in writing, to a school employee.
17. Scholastic dishonesty, which includes but is not limited to cheating on a test, plagiarism or unauthorized collaboration with another person in preparing written work.
18. Continued willful disobedience or open and persistent defiance of proper authority including deliberate refusal to obey a member of the school staff.

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19. Behavior on or off school property, which is detrimental to the welfare or safety of other students or school personnel.
20. Repeated interference with the school's ability to provide educational opportunities to other students.
21. Engaging in "hazing" activities, including but not limited to: forcing prolonged physical activity, forcing excessive consumption of any substance, forcing prolonged deprivation of sleep, food, or drink, or any other behavior which recklessly endangers the health or safety of an individual for purposes of initiation into any student group.
22. Violation of the district's dress code policy. See policy JICA.
23. Violation of the district's policy on student expression. See policy JJC.
24. Violation of the district's policy regarding student conduct on school buses. See policy JICC.
25. Violation of the district's policy on bullying prevention and education. See policy JICDE.
26. Intentionally making a false accusation of criminal conduct or activity against a district employee to law enforcement or to a district official.
27. Violation of the district's policy on student use of information technology resources. See policy JS.

Each principal ~~shall post a copy of these rules in a prominent place in each school and~~ shall distribute a copy to each student. Copies also shall be available to any member of the public upon request.

Legal References:

C.R.S. 12-22-303 (7) (*definition of controlled substance*)
C.R.S. 18-3-202 et seq. (*offenses against person*)
C.R.S. 18-4-301 et seq. (*offenses against property*)
C.R.S. 18-9-124 (2)(a) (*prohibition of hazing*)
C.R.S. 22-12-105 (3) (*authority to suspend or expel for false accusations against school personnel*)
C.R.S. 22-32-109.1 (2)(a)(I) (*duty to adopt written conduct and discipline code*)
C.R.S. 22-32-109.1 (2)(a)(I)(A) (*duty to adopt policies on student conduct, safety and welfare*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law*)
C.R.S. 22-33-106 (1)(a-g) (*grounds for suspension, expulsion, denial of admission*)

Cross References:

AC Nondiscrimination
ADC, Tobacco-Free Schools
ADD, Safe Schools
ECAC, Vandalism
GBGB, Staff Personal Security and Safety
JBB, Sexual Harassment
JIC, Student Conduct
JICA, Student Dress Code
JICC, Student Conduct on School Buses
JICDD, Violent and Aggressive Behavior

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JICF, Secret Societies/Gang Activity
JICH, Drug and Alcohol Use by Students
JICI, Weapons in Schools
JK, Student Discipline
JKD/JKE, Suspension/Expulsion of Students
JS, Student Use of Information Technology Resources

NOTE: All Board policies with codes containing the letters "JIC" are considered part of the legally-mandated code of conduct and discipline.

Adopted: June 20, 2006

Revision First Reading: May 28, 2019

The Board promotes healthy schools by supporting student wellness, including good nutrition and regular physical activity as part of the total learning environment. Schools contribute to the basic health status of students by facilitating learning through the support and promotion of good nutrition and physical activity. Improved health optimizes student performance potential and educational success, as children who eat well-balanced meals and are physically active are more likely to be engaged and learn in the classroom and less likely to be absent. ~~believes that the link between nutrition, physical activity, and learning is well documented. Healthy eating and activity patterns are essential for students to achieve their full academic potential, full physical and mental growth, and lifelong health and well-being. Well-planned and effectively implemented school nutrition and fitness programs have been shown to enhance students' overall health, as well as their behavior and academic achievement in school. Staff wellness also is an integral part of a healthy school environment, since school staff can be daily role models for healthy behaviors.~~

The Board believes in order for students to have the opportunity to achieve personal developmental, social and academic success, we need to create learning environments where students are healthy, safe, engaged, supported and challenged at every level, in every setting, throughout the school year.

Accordingly, the Board is committed to provide to all students and staff a school environment that enhances learning and development of lifelong wellness practices. To further this commitment, the District adopts the following goals ~~for improving health education (physical activity and nutrition related), nutrition on school campuses, physical education, and opportunities for physical activity in District schools:~~

Goal #1: **The District will provide a comprehensive learning environment to promote the for development and practicings of lifelong wellness behaviors for students and staff.**

The entire school environment, not just the classroom, will be aligned with healthy school goals to positively influence a student's understanding, beliefs and habits as they relate to comprehensive wellness, including good nutrition and regular physical activity. Such learning environments will teach students to use appropriate resources and tools to make informed and educated decisions about lifelong healthy eating habits and beneficial physical activity, in accordance with the District's academic standards for comprehensive health education and physical education.

Goal #2: **The District will implement and promote a healthy school environment including nutrition education, proper dietary habits, and healthy nutrition choices contributing to improved- a student's health and academic performance.**

Nutrition education will be in accordance with the District's academic standards for comprehensive health education. All foods and beverages sold or provided to students on the school campus during the school day shall meet or exceed the District's nutrition standards. All schools participating in the National School Lunch and/or School Breakfast Programs shall

Adopted: June 20, 2006

Revision First Reading: May 28, 2019

comply with state and federal rules or regulations regarding school meals, competitive food service and the Smart Snacks in School nutrition standards.

In accordance with applicable federal law, schools shall comply with the Smart Snacks in School nutrition standards in the marketing of any foods or beverages sold to students during the school day.

Goal #3: **The District will provide daily opportunities for students to engage in physical activity**~~during the school day.~~

Physical activity shall be encouraged in a school's daily education program from grades pre-kindergarten through 12. Physical activity includes regular instructional physical education, in accordance with the District's academic standards for physical education, and opportunities throughout the school day, such as exercise programs, fitness breaks, recess, field trips that include physical activity and classroom activities that include physical activity.

~~In addition, all schools participating in the School Breakfast and/or School Lunch program shall comply with any applicable state and federal rules or regulations regarding competitive food service and the services of Foods of Minimal Nutritional Value, as defined by the United States Department of Agriculture.~~

Implementation and Review:

The District will establish and maintain a district-wide wellness advisory council. The council's purposes will be to monitor the implementation of this policy, evaluate the District's progress on this policy's goals, serve as a resource to schools (i.e. provide lists of healthy incentives, snacks, etc.) and periodically review and update this policy in accordance with federal law. The council will meet on an annual basis.

At least once every three years, the council shall assess this policy and its implementation, which shall include an assessment of each participating school's compliance and progress with this policy's goals. The council may recommend policy revisions for the Board's consideration after conducting its triennial assessment and/or as the council deems appropriate or necessary. The Board directs the Superintendent to develop regulations to implement this policy in ways that effectively utilize school and community resources, and that equitably serve the needs and interests of all students and staff. The Superintendent shall designate appropriate persons at each school (principal or designee), and at the district level as necessary, to complete a checklist to determine the district's progress on implementation of this policy. The designated school and district personnel will also conduct a review of the district's progress toward this policy's goals, and identify areas of improvement. The Superintendent or his designee will report to the school board on at least an annual basis regarding the district's progress toward implementation of this policy, progress on this policy's goals, and recommendations for any revisions to this policy.

Reporting and Recordkeeping

The results of the council's triennial assessments shall be made available to the public, along with a copy of this

Adopted: June 20, 2006

Revision First Reading: May 28, 2019

policy, upon request.

The District shall retain records to document progress toward meeting the goals identified in this policy, including but not limited to documentation concerning the council's triennial assessments.

LEGAL REFS.: ~~Section 204 of P.L. 108-265 (Child Nutrition and WIC Reauthorization Act of 2004)~~
~~Section 208 of P.L. 111-136 (Healthy, Hunger Free Kids Act of 2010)~~
~~7 C.F.R. Parts 201, 210 and 220 (local school wellness policy requirements)~~
~~C.R.S. 22-32-124 (nutritious choices in vending machines)~~
~~C.R.S. 22-32-134.5 (healthy beverages requirement)~~
~~C.R.S. 22-32-136 (policies to improve children's nutrition and wellness)~~
~~C.R.S. 22-32-136.3 (trans fat ban)~~
~~C.R.S. 22-32-136.5 (3)(a) and (b) (physical activity requirement)~~
~~1 CCR 301-79 (State Board of Education – healthy beverages rules)~~

CROSS REFS.: ~~ADF-E Guidelines for Nutritious Choices in Vending Machines~~
ADF-R School Wellness Objectives
EFC and EFC-R, Free and Reduced-Price Food Services
IHAMA, Teaching About Drugs, Alcohol and Tobacco
IHAMB, Family Life/Health Education