

DOLORES COUNTY SCHOOL DISTRICT RE-2(J)
DOVE CREEK, COLORADO

MINUTES
REGULAR BOARD MEETING
AUGUST 9, 2023
DOVE CREEK, COLORADO
BOARD ROOM

President Jenny Smith called the meeting to order at 6:00 p.m. The directors present included Kimberly Alexander, Chase Davis, Donella Fury, Crystal Jarmon, and Jenny Smith.

Guests present included Ty Gray, Roxie Guynes, Stacy Hankins, Charlotte Forst, Shane Baughman, and Aubrie Cook-Carnahan

Mrs. Smith called for a Roll Call of the Board of Education. The Pledge of Allegiance included all in attendance.

ADDITIONS/APPROVAL OF AGENDA: Additions to the agenda include; Chelsea Garchar part-time elementary paraprofessional and Opal Croke part-time certified teacher. Crystal Jarmon moved to approve the agenda with additions. Chase Davis seconded, there was no further discussion, and the motion carried unanimously.

District Business: No district business was discussed.

DISTRICT REPORTS:

New Elementary School Update: Artaic Group put together a packet that briefly summarizes the status of the new elementary school. See Attached. Ty reported that a few staff members went on a furniture tour. They visited a couple of newly built schools in the area and the showroom for the furniture supplier. Abatement will happen in a couple of weeks for the old high school building. The gym can continue to be used for practice while the abatement process is going on. There will be a few expenses for the new elementary that will have to be paid out of capital.

Rico Annexation Detachment Update: The plan was approved on June 26th. They will be doing some required meetings to establish bond language. The board will need to have a special meeting to approve the ballot content. Some of the feedback Kimberly is hearing is that people are confusing the school boundaries with the county boundaries. They are working to get some literature out to help clear up the confusion.

SEL Review: Shane introduced Aubrie Cook-Carnahan the social-emotional counselor. Aubrie is working on getting to know the staff. She presented the board with the results from the staff survey on the culture of the district. She will be sending out a survey to the kids during the first few weeks of school. Advisory time will be used for her to visit with students. She would like to get to know the student and their needs better before spending money on a curriculum or social-emotional program.

BUDGET REVIEW: Roxie Guynes, business manager, presented the board with a budget review. Nothing much has changed since the board approved the budget. The ideal time for a budget review would be October or November and then have the revised budget for January. The board agreed and will move the budget review to a later date next year.

BOCES UPDATE: Kimberly Alexander gave a BOCES report. She explained the services BOCES provides to districts. The BOCES board is working on updating their policies. Montezuma-Cortez School District passed a resolution to become an independent school and decline BOCES's services. Some are concerned because they are one of the larger districts in BOCES.

Principal's report; The board reviewed each building's student handbooks; Kimberly didn't see a grade scale in the high school and the elementary had a wrong grade in their grade scale.

Superintendent's report and staff handbook; Ty Gray, see attached.

PUBLIC PARTICIPATION: No public participation.

CONSENT ITEMS:

APPROVAL OF MINUTES: Regular – June 21, 2023.

FINANCIAL/ACCOUNTS PAYABLE: June and July 2023

Kimberly asked to add commissioner of education to the minutes; Jenny Smith moved to approve the consent items with one change to the minutes. Chase Davis seconded, there was no further discussion, and the motion carried unanimously.

STUDENT SUCCESS:

BUS ROUTE APPROVALS: The board reviewed the bus routes for the 2023-2024 school year. Jenny Smith moved to approve the bus routes for the 2023-2024 school year as presented. Crystal Jarmon seconded, there was no further discussion and the motion carried unanimously.

ZOOM LINK FOR BOARD MEETINGS: Ty reported that he will be contacting the journalist from The Journal after each board meeting to give her a board meeting summary. The board likes this plan.

SUPERINTENDENT EVALUATION DISCUSSION: Jenny stated that she didn't get time to fill out the evaluation. Kimberly said she hadn't sent it yet. Jenny would like to do the evaluation and contract at the same time. Kimberly would like to see the review in January or February from now on so it would be done before contract time. The board will work towards this goal starting in January 2025. Kimberly would like to wrap this one up in October. Ty asked if they would like to do a workshop to build it together. The board liked this idea.

REDISTRICTING: The board will need to look into redistricting. Should we wait until we see if the Rico annexation passes? If it does, the districts would have to be redrawn anyway. Would we try to go at-large or keep with the districts? The board will revisit this in December, after the election.

INTERGOVERNMENTAL AGREEMENT: A change was made to the Dolores County IGA. The ballot preparation date was changed to September 7, 2023. Kimberly Alexander moved to approve the IGA agreements with the change as discussed. Donella Fury seconded, there was no further discussion, and the motion carried unanimously.

CERTIFY BALLOT CONTENT: The ballot content is not ready for the board's approval. Kimberly Alexander moved to table the certification of ballot content and schedule a special meeting. Donella Fury seconded, there was no further discussion, and the motion carried unanimously. Possible dates for the special meeting would be September 5th or 6th.

STUDENT AND STAFF HANDBOOKS: Kimberly Alexander moved to approve the handbooks as discussed. Chase Davis seconded, there was no further discussion and the motion carried unanimously.

POLICIES FOR REVIEW: REPEALING EEAC SCHOOL BUS SCHEDULING AND ROUTING; REPEALING EEAC-R SCHOOL BUS SCHEDULING AND ROUTING REGULATIONS; JKD/JKE SUSPENSION EXPULSION OF STUDENTS; JKD/JKE-R SUSPENSION EXPULSION OF STUDENTS REGULATIONS. The board reviewed the above policies.

POLICIES FOR FIRST READING; JH-E, ATTENDANCE CONCERNS; JH-E-2 ATTENDANCE CONCERNS - FLOWCHART- EXHIBIT; GBI - CRIMINAL HISTORY RECORD INFORMATION: The board would like to see the attendance concern flowchart have "at the principal's discretion". Jenny Smith moved to approve the first reading of the above-listed policies as presented. Chase Davis seconded, there was no further discussion, and the motion carried unanimously.

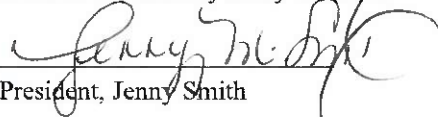
POLICIES FOR 2ND READING: EF FOOD SERVICE, EF-E-2 NEW POLICY FOR CIVIL RIGHTS COMPLAINT PROCEDURE FOR SCHOOL NUTRITION PROGRAM, EFC FREE AND REDUCED PRICE FOOD SERVICE, BEDB AGENDA; Kimberly Alexander moved to approve the second reading of the above list of policies as presented. Jenny Smith seconded, there was no further discussion, and the motion carried unanimously.

PERSONNEL: RESIGNATION JANE BUFFINGTON ELEMENTARY PARAPROFESSIONAL; MELISSA GRAY CERTIFIED TEACHER; LACEY LARIMORE HIGH SCHOOL ASSISTANT VOLLEYBALL COACH; EMPLOYMENT: ERIC CROKE PART-TIME CERTIFIED TEACHER; ROBERT BERNHARDT BUS DRIVER; ALYSSA VIALPANDO KINDERGARTEN PARAPROFESSIONAL; BROOKLYN MONTAGUE PARAPROFESSIONAL; JANESSE GARCIA MIDDLE SCHOOL HEAD CHEER COACH; PRENTAEL COKER MIDDLE SCHOOL VOLUNTEER CHEER COACH; BRENNAN BANKS MIDDLE SCHOOL ASSISTANT FOOTBALL COACH; VERONICA SPIGNER HIGH SCHOOL ASSISTANT VOLLEYBALL COACH; CHELSEA GARCHAR PART-TIME PRESCHOOL PARAPROFESSIONAL; OPAL CROKE PART-TIME CERTIFIED TEACHER; Jenny Smith moved to approve the above list of personnel as presented. Kimberly Alexander seconded, there was no further discussion, and the motion carried unanimously.

SUBSTITUTES/SPONSORS/ATHLETIC DIRECTOR 2023-20234: Kimberly Alexander moved to approve the substitutes/sponsors/athletic directors for the 2023-2024 school year as presented. Jenny Smith seconded, there was no further discussion, and the motion carried unanimously, with Donella Fury abstaining from the vote.

ADJOURNMENT: Jenny Smith moved to adjourn the meeting. Chase Davis seconded, there was no discussion, and the motion carried unanimously. The meeting adjourned at 8:22 p.m.

Minutes recorded by Stacy Hankins.



President, Jenny Smith



Secretary, Crystal Jarmon



DOLORES COUNTY RE-2J

New, Consolidated Dolores County RE-2J Replacement School Project

Project Update: August 2023

Dolores County School District (DCSD)

Executive Committee: Ty Gray | Charlotte Forst | Chase Davis | Vernon Hall | Roxie Guynes

Owner's Representative: Artaic Group – Sarah Lara | Chris Guarino | Matt Prinster

Design-Builder: Neenan Archistruction

Cx Agent: Iconergy

Third-Party Materials Testing: Jones & DeMille Engineering

Environmental Consultant: Foothills Environmental

Sustainability Consultant: Iconergy

STATUS SUMMARY

❖ DESIGN STATUS

- I. Neenan to issue the Construction Drawings (CD's) by Aug 4th.
- II. We have received the Footings and Foundations Permit from the State. The full building permit is in review.
- III. GMP Review took place in Dove Creek on July 26th, 2023. Neenan's construction budget is currently at \$19.6M. AG, Neenan, and DCSD are exploring VE options to bring the project back within budget. Neenan is still waiting on some large bids to trickle in, such as site concrete and flooring.
- IV. DCSD and AG toured Sierra Grande and La Veta schools as well as the OfficeScapes warehouse to make furniture selections. The team came back with some great design input which resulted in a few design change requests that both added and value-engineered cost.

❖ BUDGET

- I. BEST Grant Approved Project Budget \$22,997,623.
- II. Fund Request 06 was approved by CDE.

❖ SCHEDULE

- I. Foundation work continues to be the main task on-site. Interior pad footings are being excavated, perimeter spread footings are being formed. Concrete will be poured this month.
- II. The majority of flow-fill has been installed, establishing the foundation subgrade atop the natural bedrock in the soil.

❖ PROCUREMENT

- I. AG was able to procure updated quotes for the demolition of the Old HS and existing ES. The Old HS demolition quote was within a few thousand dollars of the previous low bid, providing confidence in the range of cost for that scope of work. The new demolition quote for the ES is about \$250,000 lower than the previous low bid. This is a great opportunity to provide some cost savings back to the owner.
- II. Abatement for the Old HS and ES was awarded to JKS Industries. AG is currently working on a contract with JKS Industries for the Old HS Abatement work. A pre-abatement site-walk of the Old HS is scheduled for Wednesday, August 2nd.
- III. AG has procured Atmos Energy to remove the existing gas meter on the Old HS prior to demolition. Atmos will also provide a new gas feed from the west side of Main St.
- IV. AG has coordinated with the CDEC to come to Dove Creek and inspect the temporary Pre-K playground for the 2023-24 school year.

PHOTOS



Neenan and DSCD take a look at the building layout. They are standing where the future gym/kitchen will be located.



The remainder of the perimeter spread footings have been excavated.





Interior pad footings being excavated and formed.



Flowfill has been placed to establish subgrade for the perimeter spread footings along the west end of the site.



Closeup of the placed flowfill.



DOLORES COUNTY SCHOOL DISTRICT RE-2(J)

PO Box 459, Dove Creek, CO 81324
www.dc2j.org

WE ENVISION EVERY STUDENT THINKING, LEARNING, ACHIEVING, AND CARING

Welcome back, 7th Street Families. It's hard to believe I am already writing the beginning of the school year principal's report! With that being said there are lots of new things I need to report on. First, we have several new hires in the elementary school, we are piloting a new phonics program in kindergarten through the third grade, and, as most of you have already noticed, we are in the middle of constructing our new elementary school that we will move into fall of 2024.

To begin, I would like to welcome Prentael Coker as a new half-time preschool teacher, Nicole Margeson as our new kindergarten teacher, and Charlene Buffington as our new fifth-grade teacher. Each of these ladies has experience in these grades and is excited to be teaching in our school. I am excited to welcome them into our school community and introduce them to our students. I have heard such good things about each of their teaching abilities and what good things they can bring to our school. We have also hired Alyssa Vialpando, Brooklyn Montegue, and Chelsea Garchar as new paraprofessionals. They are all vibrant and excited to be a part of our school community. We are also excited about hiring Aubrie Cook-Carnahan as our school counselor. This was a big gap last year that we were fortunate to fill with such a high-quality candidate with experience. Finally, another big change you will notice this year is that Eric Croke will be our physical education teacher, something I know he will excel at.

To continue, last year we had good test scores but my team feels like we can do better. We are constantly in a continuous cycle of self-reflection and improvement. From that reflection, many of the teachers have said that our reading curriculum may be weak in phonics instruction. From that discussion, Brandi Barnett, our third-grade teacher, found a phonics program on one of her teacher blogs that aligned with the LETRS program that all of our teachers K-5 are or will be trained in to understand the science of teaching reading. I was able to support Brandi's research by purchasing the program for K-3rd grade with READ Act funds. From there, Brandi, Kristina Garchar, Julia Montgomery, and Suzane Davis met over the summer to figure out the best implementation strategies. We are confident that the program will elevate what we have already accomplished and help students who are struggling accomplish more.

To conclude, I anticipate that the construction of the new building will create challenges this upcoming year. Our district team meets weekly with our contractors and we discuss any changes that need to be made to operating procedures. So far we have a safety fence around the construction area, have moved the preschool play area to the front of our building, and our K-5 students will utilize the south playground with some yard games that we have purchased. The drop-off and pick-up procedures will remain the same as last year for now but we anticipate that we will have to make changes to these procedures at times throughout the year. We will message you through our EZ message system as soon as we know about these changes. The good news is that we will have a little short-term discomfort for a long-term benefit to our community for years to come. What an exciting thing to be a part of - a little piece of Dove Creek history is playing out right in front of our student's eyes! How exciting!!

Take Care, Principal Forst

Important Dates in August

- August 15 - Ice Cream Social/Open House @ 4:30 - In High School Commons (Bring School Supplies to Elementary School)
- August 16 - First Day Of School - Classes start @ 8:00 - Doors Open at 7:30
- August 21-August 31 - MAPS Testing Window
- August 28-31 - DIBELS Testing Window
- August 30 - MJ Thomas Fall Picture Day

Dove Creek High School/Middle School
 Shaabea Bowman
 Principal/Assistant Director
 sbowman@dc2j.org
 (970) 762-2323

District Office
 Ty Gray
 Superintendent
 tgray@dc2j.org
 (970) 762-2522

7th Street Elementary
 Charlette Forst
 Principal
 cforst@dc2j.org
 (970) 762-2996



DOLORES COUNTY
SCHOOL DISTRICT RE-2(J)
PO Box 459, Dove Creek, CO 81324
www.dc2j.org

WE ENVISION EVERY STUDENT THINKING, LEARNING, ACHIEVING, AND CARING

August 2023 HS/MS Principals Report

Welcome Back!!

Dove Creek HS/MS would like to welcome all of our families back and we are gearing up for another great year. We have a lot of things happening in the first few weeks of school and I would like to take this opportunity to let everyone know what to expect.

To start, I would like to welcome our new staff members. Mrs. Becky Short will be our new MS science teacher. Becky will also be teaching HS math and HS Accounting. Mrs. Short did her student teaching for us last year and did a remarkable job and we are looking forward to her being a great addition to our staff. We also would like to welcome Mrs. Opal Croke. Mrs. Opal has been in the district for a few years and could be often found helping out in the elementary classrooms. She is also heavily involved in our gifted and talented program. Mrs. Opal will be teaching 6th-grade reading and a couple of HS electives. Next, I would like to welcome Mrs. Aubrie Cook-Carnahan. Mrs. Aubrie will be our new district SEL counselor. She has worked with many of our students already through the BETA program with Southwest BOCES. She has already been working diligently on incorporating SEL to our school and district. We have 2 new Para's that will be helping in the ESS classroom. Mr. Tom Myers and Ms. Mikaylah Merz. Please help our new staff feel welcome when you see them around town.

We have fall sports firing up starting August 7th. Make sure to get your son or daughter a physical and fill out all the paperwork to be able to practice. All forms can be found at our dc2j.org website. Once you have all of your forms complete, bring them into the HS/MS office and we will give you a "blue card" to give to your coach letting them know you're eligible to participate. Sports that are kicking off this fall are MS and HS football, MS and HS volleyball, and MS and HS cheerleading. We will also have a Knowledge Bowl team that will begin practicing after school starts.

We received our spring 2023 PSAT and SAT test scores back and I have to say that I feel like we are heading in the right direction. Our freshman scores were fantastic with 76% of our freshman meeting benchmark in English/Reading/Writing (ERW) and 71% of our students meeting benchmark in math. The sophomores also performed well with 59% of our students meeting benchmark in ERW and 29% meeting benchmark in Math. Our 2023 juniors did not score very well in Math but scored very well in ERW with 58% of our students meeting benchmark. The math scores for the 2023 sophomores and juniors were not quite as high as we would like, however, I feel that we are beginning to see the solid math foundation needed by students to perform well in the upper-grade levels.

We are ready to start another great school year. If you have any questions or concerns please feel free to call the office and we will be happy to answer any questions.

Mr. Baughman

August 7th- First day of fall sports
August 15th- 6th-grade orientation/open house 4:30 pm
August 15th- Athletic Parent Meeting in the commons at 6:00 pm
August 16th- School starts

Dove Creek High School/Middle School
Shane Baughman
Principal / Athletic Director
sbaughman@dc2j.org
(970) 677-2237

District Office
Ty Gray
Superintendent
tgray@dc2j.org
(970) 677-2522

7th Street Elementary
Charlotte Forst
Principal
cforst@dc2j.org
(970) 677-2296

Superintendent Report

New Elementary School

- Update
 - GMP(Guaranteed Maximum Price) next OAC August 16th
- FF&E Field Trip
 - Sierra Grand & La Veta visits
 - First Budget review is coming up
 - Teacher Storage Unit as Add On
- Pouring footers
- Beginning of school plan
 - Fencing to secure the playground area
 - Bus pick up/drop off & parent drop/pick up
 - Memorial Hall: Abatement, Demolition, Exterior Work, scheduling use

****Expenses from Capital for cross over items to secondary school**

- Phone system, Bell system, door locks, fencing?sidewalks?

Clean Up District Storage - Vern, Bobby, and I

- Under the Rock Building, Memorial Hall, Teacherages, Random Sheds, Single wide (removed May/June)

Rico Detachment

Rico singlewide is now vacant - Not looking to rent it out again. Will determine next steps with the singlewide after the November election

Staff Handbooks - Aligns to our policies

Compensation Package 2023-24

Researching a Program for Work Orders

- Submitting and tracking work requests, technology requests, transportation?, facilities use
 - School Dude, Master Library, MaintainX

Discussions with Artaic about another BEST grant application to submit next spring

- Other District improvements: High School Roof, Ag Building, Safety Concerns (library doors, Ag building access, other?)
- Will NOT include a community ask, we will have to have the matching funds in reserve/carry over.

After School Program - Colorado Trust Grant \$128,318

- Personnel: \$57,883; Bookkeeper, Project Manager, student workers
- SEL Presentations: \$17,700; Presenters, Trainers
- Supplies/Equipment: \$42,679; Food, Vacuum, Fridge, Chromebooks, Presentation Screens, Calculators, Incentives
- Indirect Costs: \$10,056

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOLORES COUNTY SCHOOL DISTRICT RE-2J
AND THE SAN MIGUEL COUNTY CLERK AND RECORDER REGARDING RESPONSIBILITIES FOR
CONDUCTING THE ODD-YEAR COORDINATED ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 7, 2023**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 9th day of August, 2023 by and between the DOLORES COUNTY SCHOOL DISTRICT RE-2J; and the San Miguel County Clerk and Recorder, P.O. Box 548, 305 W. Colorado Avenue, Telluride, CO 81435 (the "Clerk"), pursuant to § 1-7-116(2), C.R.S., regarding the administration of the odd-year coordinated election to be held on November 8, 2023 (the "Election").

RECITALS

WHEREAS, the Clerk and the DOLORES COUNTY SCHOOL DISTRICT RE-2J desire to enter into this Agreement regarding the administration of their respective duties in connection with the Election.

WHEREAS, pursuant to § 1-7-116, C.R.S., the DOLORES COUNTY SCHOOL DISTRICT RE-2J may contract with the Clerk to perform all or part of the duties associated with conducting the Election, including, but not limited to the requirements of the Uniform Election Code of 1992, Title 1, Articles 1 to 13, C.R.S. (the "Code") and the Election Rules of the Colorado Secretary of State (the "Rules").

WHEREAS, in addition to the requirements of the Code and the Rules, Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights or "TABOR," imposes additional requirements on the Clerk and DOLORES COUNTY SCHOOL DISTRICT RE-2J, including, but not limited to, the production of a mailed notice of the ballot issues to be determined for the DOLORES COUNTY SCHOOL DISTRICT RE-2J that are subject to the requirements of TABOR (the "TABOR Notice").

WHEREAS, the DOLORES COUNTY SCHOOL DISTRICT RE-2J and the Clerk have determined that it is in the best interests of the DOLORES COUNTY SCHOOL DISTRICT RE-2J to agree to the scheduling and conduct of the Election as a coordinated election, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the sufficiency of which is acknowledged, the Clerk and the DOLORES COUNTY SCHOOL DISTRICT RE-2J hereby agree as follows:

A. Purpose and General Matters

1. **Purpose:** The purpose of this Agreement is to set forth the tasks to be completed by the Clerk and by the DOLORES COUNTY SCHOOL DISTRICT RE-2J to conduct the Election and to establish and pro-rate the costs thereof.

2. **Coordinated Election Official:** The Election may involve more than one political subdivision with overlapping boundaries, and the Clerk shall serve as the "Coordinated Election Official" for all political subdivisions involved in the Election, in accordance with the Code and the Rules.

3. **Designated Election Official:** The DOLORES COUNTY SCHOOL DISTRICT RE-2J designates Stacy Hankins as its "Designated Election Official" for all matters under the Code and the Rules that require action by the Designated Election Official, and who shall have the primary responsibility for procedures that are the responsibility of the DOLORES COUNTY SCHOOL DISTRICT RE-2J pursuant to this Agreement.

4. **Places of Deposit and Walk-In Voting Locations:** The Clerk shall designate Places of Deposit and Voter Service and Polling Center Locations in accordance with the Code and the Rules.

5. **Mail Ballot Election:** This election will be conducted as an All-Mail Delivery of Ballots election, with one Voter Service and Polling Center (VSPC) open for early voting and voter services and on election day in accordance with HB13-1303 and Colorado's Uniform Election Code of 1992, including C.R.S. Title 1, Article 5, Notice and Preparation for Elections, Title 1, Article 7 Conduct of Elections, and Title 1, Article 7.5, Mail Ballot Elections. Though not required by Statute or Rule, a second VSPC may be open on election day.

B. Duties of DOLORES COUNTY SCHOOL DISTRICT RE-2J

The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall perform all acts required of the DOLORES COUNTY SCHOOL DISTRICT RE-2J by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

1. **Ballot Preparation:** The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall limit ballot issue/ballot question content to include ballot titles only, containing 200 or fewer words per question. DOLORES COUNTY SCHOOL DISTRICT RE-2J must certify the ballot contents to the Clerk, in its exact form, no later than 9:00 a.m. on Friday, September 8th, 2023. The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall provide the Clerk with the ballot contents in both hard copy and Microsoft Word format, delivered to the Clerk at 305 West Colorado Avenue, Telluride, CO 81435 or by email to elections@sanmiguelcountyco.gov. The Clerk shall provide ballot layout and text to the DOLORES COUNTY SCHOOL DISTRICT RE-2J for proofreading as soon as possible. The DOLORES COUNTY SCHOOL DISTRICT RE-2J will provide any necessary edits to ballot text within 4 hours of receipt of the proofs. The DOLORES COUNTY SCHOOL DISTRICT RE-2J will make themselves available to review ballots outside of regular business hours to meet this requirement.

2. **TABOR Compliance (if Applicable):** Prepare the text of the TABOR Notice for the DOLORES COUNTY SCHOOL DISTRICT RE-2J in a format consistent with TABOR and provide the TABOR Notice to the Clerk in both hard copy and Microsoft Word format, no later than 9:00 a.m. on Monday, September 25th, 2023 for inclusion in the TABOR Notice Package. Ballot Titles included in the Tabor Notice shall have this order of preference: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." The TABOR Notice shall include any voter-approved additions and:

- a. The Election date, hours, ballot title, ballot text, and the local election office address and telephone number.
- b. The estimated or actual total of district fiscal year spending for the current year and each of the past four years, and the overall percentage and dollar change.
- c. For the first full fiscal year of any proposed tax increase, estimates of the maximum dollar amount of each increase and of County fiscal year spending without the increase.
- d. Two summaries, up to 500 words each, one for and one against the proposal, of written comments filed with the Designated Election Official by 45 days before the Election (on or before Friday, September 22nd, 2023) in a format consistent with TABOR § 3(b).

The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall be solely responsible for the preparation, accuracy and language of the TABOR Notice. The Clerk shall in no manner be responsible for the DOLORES COUNTY SCHOOL DISTRICT RE-2J compliance with the requirements of TABOR, nor shall the Clerk in any manner be responsible for the language contained in the DOLORES COUNTY SCHOOL DISTRICT RE-2J TABOR Notice. The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall be solely responsible for calculating and providing to the Clerk all fiscal information necessary to comply with TABOR and the Clerk shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the TABOR Notice in the form provided by the DOLORES COUNTY SCHOOL DISTRICT RE-2J.

3. **Election Day:** If requested by the Clerk (1) provide a DOLORES COUNTY SCHOOL DISTRICT RE-2J representative to attend and observe any ballot testing or counting prior to the Election; and/or (2) provide support for the Election by telephone or in-person.

C. Duties of the Clerk

The Clerk shall perform all acts required of the Clerk by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

1. **Voter Registration:** Supervise, administer and provide the necessary facilities and forms for voter registration. Upon the request of the DOLORES COUNTY SCHOOL DISTRICT RE-2J, create a list of the registered voters containing the names and addresses of each elector registered to vote in the DOLORES COUNTY SCHOOL DISTRICT RE-2J and, if requested, certify the registration list to the DOLORES COUNTY SCHOOL DISTRICT RE-2J.

2. **Voter Service and Polling Centers:** Provide facilities and information for early voting pursuant to the relevant provisions of the Code and the Rules and be responsible for all aspects thereof.

3. **Staff:** Appoint and train all election judges, deputy clerks, and other staff required to adequately serve the number of electors registered to vote at the Election.

4. **Election Supplies:** Provide all necessary equipment, forms and personnel to conduct the Election.

5. **Ballot Preparation:** Layout the text of the ballot in a format that complies with the Code and the Rules, and, upon the request of the DOLORES COUNTY SCHOOL DISTRICT RE-2J, provide the ballot printing layouts and text to the DOLORES COUNTY SCHOOL DISTRICT RE-2J for proofreading. The DOLORES COUNTY SCHOOL DISTRICT RE-2J will comply with the time requirements detailed in section B(1) of this agreement with regard to proofreading the ballot text.

6. **TABOR Compliance:** Combine the text of the TABOR Notice provided by the DOLORES COUNTY SCHOOL DISTRICT RE-2J with the TABOR Notices supplied by all other jurisdictions to produce a "TABOR Notice Package," and mail the TABOR Notice Package at least thirty days prior to the Election (on or before Friday, October 6th, 2023) and in accordance with all other applicable TABOR provisions.

7. **Mail Ballot/Election Day:** Conduct and oversee the conduct of the Election as an All-Mail Delivery of Ballots Election pursuant to the Code and the Rules.

8. **Tabulation of Ballots:** Conduct and oversee the process of counting the ballots and provide the DOLORES COUNTY SCHOOL DISTRICT RE-2J with an unofficial abstract of votes upon completion of counting the ballots.

9. **Certification of Results:** Appoint, instruct, and otherwise oversee a board of canvassers pursuant to the Code and the Rules. Complete canvassing no later than **Wednesday, November 29th, 2023** and certify the results of the Election within the time required by the Code and the Rules and provide the DOLORES COUNTY SCHOOL DISTRICT RE-2J with a copy of all Election statements and certificates created pursuant to the Code and the Rules.

10. **Storage and Records:** Store all election records and any other required materials pursuant to the Code and the Rules and in such a manner that the DOLORES COUNTY SCHOOL DISTRICT RE-2J may access such records, if necessary, to resolve any challenge or other legal question that may arise regarding the Election.

11. **HAVA Compliance:** Ensure that the Election is run in accordance with the Help America Vote Act, 42 U.S.C. 15301, *et seq.* and that all equipment used for the Election has been certified by the Colorado Secretary of State.

D. Costs

1. **Allowable Costs:** The DOLORES COUNTY SCHOOL DISTRICT RE-2J shall be responsible for its pro-rata share of all fixed costs to conduct any election, which shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailing, materials, vote center facility fees, vote center signage, and election worker expense. All costs related to ballot printing and mailing will be pro-rated according to number of registered voters in the district, however, should any one district's ballot content be in excess of one full ballot page, that district will be responsible for the costs of the additional ballot cards required. TABOR costs will be split among those entities requiring the TABOR noticed, also according to number of registered voters. See the attached Billing Example for further explanation.
2. **Invoice:** The Clerk shall provide the DOLORES COUNTY SCHOOL DISTRICT RE-2J with an invoice for the County's pro-rata share of expenses that includes an itemized list of such expenses, and the DOLORES COUNTY SCHOOL DISTRICT RE-2J shall remit the total amount to the Clerk within thirty days of receipt of the invoice. The Clerk's determination of the amount of the invoice shall be final and, in the Clerk's, sole discretion and shall not be subject to dispute unless clearly unreasonable.

E. Miscellaneous

1. Unless otherwise specified herein, publication of any required legal notices concerning the DOLORES COUNTY SCHOOL DISTRICT RE-2J's election, which are to be published prior to certification of the ballot content, shall be the responsibility of the DOLORES COUNTY SCHOOL DISTRICT RE-2J. A copy of the published legal notice shall be submitted to the Clerk for her records. Publication of any required legal notices that are to be published after certification of the ballot content shall be the responsibility of

the Clerk. The DOLORES COUNTY SCHOOL DISTRICT RE-2J may run general election informational ads after confirming ad information with the Clerk during the election process.

2. In accordance with the Fair Campaign Practices Act, (Title 1, Article 45, Section 109) of the Colorado Revised Statutes, all DOLORES COUNTY SCHOOL DISTRICT RE-2J issue filings are with the Secretary of State.

3. The Clerk may enter into other substantially similar agreements with other political subdivisions for conduct of other elections.

4. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement. It is the express intent of the parties hereto that any person receiving services or benefits under this Agreement, other than a party to this Agreement, shall be deemed an incidental beneficiary only.

5. Nothing in this Agreement shall be deemed to waive or otherwise limit any defenses or immunities that may be available to San Miguel County under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. No failure by any party hereto to exercise any right that it may have pursuant to this Agreement shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Agreement, or of any other right expressly or implicitly granted herein.

6. Venue for a dispute hereunder shall be in the District Court for San Miguel County. It is agreed that if any action is brought into a court of law by either party to this Agreement as to the enforcement, interpretation, or construction of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

7. Should a Court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect

8. This Agreement constitutes the entire integrated agreement and understanding between the parties hereto, supersedes any prior written or oral Agreement or understanding relating to the subject matter of this Agreement, and may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

THIS AGREEMENT has been executed by the parties hereto as of the date first written above.

CLERK AND RECORDER
SAN MIGUEL COUNTY, COLORADO

Stephannie Van Damme
Stephannie Van Damme

8.22.2023
(date)

Attest: Anna Ortiz

DOLORES COUNTY SCHOOL DISTRICT RE-2J
TELLURIDE, COLORADO

Stacy Hankins
Stacy Hankins

8-21-2023
(date)

Attest: Loanne S. August

Billing Example

In this example, there are four entities coordinating. District 1, District 2, District 3, and Town.

The actual fixed cost to conduct any election will be split equally among each entity.

Total Fixed Cost (to be split equally) \$25,000.00

Entities Coordinating

District 1	\$6,250.00
District 2	\$6,250.00
District 3	\$6,250.00
Town	\$6,250.00

Ballot Printing and Mailing Costs will be split according to # of Registered Voters. Should any jurisdiction's content be in excess of one full ballot page, that jurisdiction will be responsible for the full cost of any additional ballot cards that may be required in addition to the percentages detailed below.

Ballot Printing and Mailing Costs (Per Registered Voter)

\$9,000.00

	# Registered Voters	% Jurisdiction
District 1	5,549	38.0277%
District 2	5,549	38.0277%
District 3	1,174	8.0455%
Town	2,320	15.8991%
Total	14,592	100.0000%

Tabor Costs will be split among entities requiring a TABOR Notice, also according to # of Registered Voters.

TABOR COSTS (Per Registered Voter)

\$2,200.00

	# Registered Voters	% Jurisdiction
Town	2,320	17.2902%
District 1	5,549	41.3549%
District 2	5,549	41.3549%
Total	13,418	100.0000%

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DOLORES COUNTY SCHOOL DISTRICT RE-2J
AND THE DOLORES COUNTY CLERK AND RECORDER REGARDING RESPONSIBILITIES
FOR CONDUCTING THE COORDINATED ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 7, 2023**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 9th day of August, 2023 by and between the **Dolores County School District RE-2J**, (the "**District**"; and the **Dolores County Clerk And Recorder**, P.O. Box 58, 409 N. Main Street, Dove Creek, CO 81324 (the "**Clerk**"), pursuant to § 1-7-116(2), C.R.S., regarding the administration of the Coordinated Election to be held on November 7, 2023 (the "Election")

RECITALS

WHEREAS, the **Clerk** and the **District** desire to enter into this Agreement regarding the administration of their respective duties in connection with the Election.

WHEREAS, pursuant to § 1-7-116, C.R.S., the **District** may contract with the **Clerk** to perform all, or part of the duties associated with conducting the Election, including, but not limited to the requirements of the Uniform Election Code of 1992, Title 1, Articles 1 to 13, C.R.S. (the "Code") and the Election Rules of the Colorado Secretary of State (the "Rules").

WHEREAS, in addition to the requirements of the Code and the Rules, Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights or "TABOR," imposes additional requirements on the **Clerk** and **District**, including, but not limited to, the production of a mailed notice of the ballot issues to be determined for the **District** that are subject to the requirements of TABOR (the "TABOR Notice").

WHEREAS, the **District** and the **Clerk** have determined that it is in the best interests of the **District** to agree to the scheduling and conduct of the Election as a coordinated election, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the sufficiency of which is acknowledged, the **Clerk** and the **District** hereby agree as follows:

A. Purpose and Coordinated Matters

1. **Purpose:** The purpose of this Agreement is to set forth the tasks to be completed by the **Clerk** and by the **District** to conduct the Election and to establish and pro-rate the costs thereof.

2. **Coordinated Election Official:** The Election may involve more than one political subdivision with overlapping boundaries, and the **Clerk** shall serve as the "Coordinated Election Official" for all political subdivisions involved in the Election, in accordance with the Code and the Rules.

3. **Designated Election Official:** The **District** designates Stacy Hankins as its "Designated Election Official" for all matters under the Code and the Rules that require action by the Designated Election Official, and who shall have the primary responsibility for procedures that are the responsibility of the **District** pursuant to this Agreement.

4. Places of Deposit and Walk-In Voting Locations: The Clerk shall designate Places of Deposit and Voter Service and Polling Center Locations in accordance with the Code and the Rules.

5. Mail Ballot Election: This election will be conducted as an All-Mail Delivery of Ballots election, with one Voter Service and Polling Center open for early voting and voter services and on election day in accordance with HB13-1303 and Colorado's Uniform Election Code of 1992, including C.R.S. Title 1, Article 5, Notice and Preparation for Elections, Title 1, Article 7 Conduct of Elections, and Title 1, Article 7.5, Mail Ballot Elections.

B. Duties of District

The District shall perform all acts required of the District by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

1. Ballot Preparation: Certify the ballot contents to the Clerk, in its exact form, no later than **12:00 Noon Thursday September 7, 2023**. The District shall provide the Clerk with the ballot contents in both hard copy and Microsoft Word format, delivered to the Clerk at 409 N. Main Street, Dove Creek, CO 81324 or by email to dcclerk@fone.net.

2. TABOR Compliance (if Applicable): Prepare the text of the TABOR Notice for the District in a format consistent with TABOR and provide the TABOR Notice to the Clerk in both hard copy and Microsoft Word format, no later than **12:00 Noon on Thursday, September 21, 2023**, for inclusion in the TABOR Notice Package. Ballot Titles included in the Tabor Notice shall have this order of preference: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." The TABOR Notice shall include any voter-approved additions and:

- a. The Election date, hours, ballot title, ballot text, and the local election office address and telephone number.
- b. The estimated or actual total of district fiscal year spending for the current year and each of the past four years, and the overall percentage and dollar change.
- c. For the first full fiscal year of any proposed tax increase, estimates of the maximum dollar amount of each increase and of County fiscal year spending without the increase.
- d. Two summaries, up to 500 words each, one for and one against the proposal, of written comments filed with the Designated Election Official by 45 days before the Election (on or by Noon, **Friday, September 15, 2023**) in a format consistent with TABOR § 3(b).

The District shall be solely responsible for the preparation, accuracy, and language of the TABOR Notice. The Clerk shall in no manner be responsible for the District compliance with the requirements of TABOR, nor shall the Clerk in any manner be responsible for the language contained in the District TABOR Notice. The District shall be solely responsible for calculating and providing to the Clerk all fiscal information necessary to comply with TABOR and the Clerk shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the TABOR Notice in the form provided by the District.

3. Election Day: If requested by the Clerk (1) provide a District representative to attend and observe any ballot testing or counting prior to the Election; and/or (2) provide support for the Election by telephone or in-person.

4. **Canvass of Votes:** At the District's option, appoint a representative to participate on the board of canvassers and provide the name of the representative to the Clerk on or before **October 19, 2023**.

C. Duties of the Clerk

The Clerk shall perform all acts required of the Clerk by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

1. **Voter Registration:** Supervise, administer, and provide the necessary facilities and forms for voter registration. Upon the request of the District, create a list of the registered voters containing the names and addresses of each elector registered to vote in the District and, if requested, certify the registration list to the District.

2. **Voter Service and Polling Centers:** Provide facilities and information for early voting pursuant to the relevant provisions of the Code and the Rules and be responsible for all aspects thereof.

3. **Staff:** Appoint and train all election judges, deputy clerks, and other staff required to adequately serve the number of electors registered to vote at the Election.

4. **Election Supplies:** Provide all necessary equipment, forms, and personnel to conduct the Election.

5. **Ballot Preparation:** Layout the text of the ballot in a format that complies with the Code and the Rules, and, upon the request of the District, provides the ballot printing layouts and text to the District for proofreading.

6. **TABOR Compliance:** Combine the text of the TABOR Notice provided by the District with the TABOR Notices supplied by all other jurisdictions to produce a "TABOR Notice Package," and mail the TABOR Notice Package at least thirty days prior to the Election and in accordance with all other applicable TABOR provisions by **Monday, September 25, 2023**

7. **Mail Ballot/Election Day:** Conduct and oversee the conduct of the Election as an All Mail Delivery of Ballots Election pursuant to the Code and the Rules.

8. **Tabulation of Ballots:** Conduct and oversee the process of counting the ballots and provide the District with an unofficial abstract of votes upon completion of counting the ballots.

9. **Certification of Results:** Appoint, instruct, and otherwise oversee a board of canvassers pursuant to the Code and the Rules. Complete canvassing no later than Wednesday, November 30, 2022 and certify the results of the Election within the time required by the Code and the Rules and provide the District with a copy of all Election statements and certificates created pursuant to the Code and the Rules.

10. **Storage and Records:** Store all election records and any other required materials pursuant to the Code and the Rules and in such a manner that the District may access such records, if necessary, to resolve any challenge or other legal question that may arise regarding the Election.

11. **HAVA Compliance:** Ensure that the Election is run in accordance with the Help America Vote Act, 42 U.S.C. 15301, *et seq.* and that all equipment used for the Election has been certified by the Colorado Secretary of State.

D. Costs

1. **Allowable Costs:** The District shall be responsible for its pro-rata share of all fixed costs to conduct any election, which shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailing, materials, vote center facility fees, vote center signage, and election worker expense. All costs related to ballot printing and mailing will be pro-rated according to number of registered voters in the district. Labor costs will be split among those entities requiring the TABOR notice, also according to number of registered voters. See the attached Billing Example for further explanation.

2. **Invoice:** The Clerk shall provide the District with an invoice for the District's pro-rata share of expenses that includes an itemized list of such expenses, and the District shall remit the total amount to the Clerk within thirty days of receipt of the invoice. The Clerk's determination of the amount of the invoice shall be final and, in the Clerk's, sole discretion and shall not be subject to dispute unless clearly unreasonable.

E. Miscellaneous

1. Unless otherwise specified herein, publication of any required legal notices concerning the District's election, which are to be published prior to certification of the ballot content, shall be the responsibility of the District. A copy of the published legal notice shall be submitted to the Clerk for her records. Publication of any required legal notices that are to be published after certification of the ballot content shall be the responsibility of the Clerk. The District may run Coordinated election informational ads after confirming ad information with the Clerk during the election process.

2. In accordance with the Fair Campaign Practices Act, (Title 1, Article 45, Section 109) of the Colorado Revised Statutes, all District issue filings are with the Secretary of State.

3. The Clerk may enter into other substantially similar agreements with other political subdivisions for conduct of other elections.

4. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement. It is the express intent of the parties hereto that any person receiving services or benefits under this Agreement, other than a party to this Agreement, shall be deemed an incidental beneficiary only.

5. Nothing in this Agreement shall be deemed to waive or otherwise limit any defenses or immunities that may be available to Dolores County under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* No failure by any party hereto to exercise any right that it may have pursuant to this Agreement shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Agreement, or of any other right expressly or implicitly granted herein. The District hereby holds the Clerk harmless for any damages alleged based upon this Agreement.

6. Venue for a dispute hereunder shall be in the District Court for Dolores County.

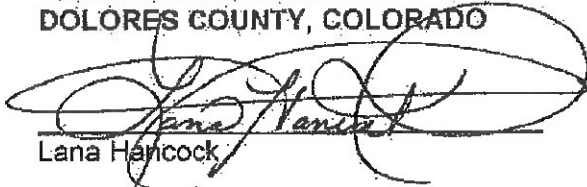
7. Should a Court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific

provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect.

8. This Agreement constitutes the entire integrated agreement and understanding between the parties hereto, supersedes any prior written or oral Agreement or understanding relating to the subject matter of this Agreement, and may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

THIS AGREEMENT has been executed by the parties hereto as of the date first written above.

CLERK AND RECORDER
DOLORES COUNTY, COLORADO


Lana Hancock

8-24-23
(date)

Attest: 

DOLORES COUNTY SCHOOL DISTRICT RE-2J
DOVE CREEK, COLORADO


Stacy Hankins, Designated Election Official

8-21-2023
(date)

Attest: 

Billing Example

In this example, there are four entities coordinating. District 1, District 2, District 3, and Town.

The actual fixed cost to conduct any election will be split equally among each entity.

Total Fixed Cost (to be split equally) \$25,000.00

Entities Coordinating

District 1	\$6,250.00
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District 3	\$6,250.00
Town	\$6,250.00

Ballot Printing and Mailing Costs will be split according to # of Registered Voters.

Ballot Printing and Mailing Costs (Per Registered Voter)

\$9,000.00

	# Registered Voters	% Jurisdiction
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Town	2,320	15.8991%
Total	14,592	100.0000%

Tabor Costs will be split among entities requiring a TABOR Notice, also according to # of Registered Voters.

TABOR COSTS (Per Registered Voter)

\$2,200.00

	# Registered Voters	% Jurisdiction
Town	2,320	17.2902%
District 1	5,549	41.3549%
District 2	5,549	41.3549%
Total	13,418	100.0000%

School Bus Scheduling and Routing

The planning of school bus schedules, routes, and stops will be based on providing the same level of service to all, concerns for the safety of the students and driver, and making efficient use of the district's vehicles and drivers.

The supervisor of transportation shall be responsible for the development of these transportation plans which shall be reviewed and approved by the Board of Education annually at the regularly scheduled August meeting.

Spot location maps developed from school census information and supplementary surveys as needed shall be used in planning routes and stops.

The Board desires that all students shall be received and discharged from their buses on public roads as near their homes as possible. Bus stops shall be designed to comply with state law regarding students' embarking and disembarking on major thoroughfares. In no event shall students be required to walk more than one-half mile to buses unless no adequate turnaround or bus stop exists on a publicly maintained road.

Bus drivers shall use regular routes as designated by the transportation supervisor and shall not deviate from such routes except in case of an emergency. The transportation supervisor shall assist the superintendent and the Board in designating bus routes and bus stops.

Adopted: October 13, 1988
Revised: December 12, 2000
Revised and recoded: October 2, 2013

LEGAL REFS.: C.R.S. 22-32-113 (2) *(Board may determine routes)*
C.R.S. 42-4-1904 *(discharge of passengers)*
1 CCR 301-26, Rule 4204-R-224.00 *(small vehicles, 14 or less passenger capacity multifunction buses, or school buses may be operated on route)*

Bus Scheduling and Routing

Once school bus routes are defined and drawn, there will be no changes and/or variation without the approval of the superintendent and of the Board and until parents are informed.

Bus stops will be planned so that a student does not have to cross a major thoroughfare immediately after getting off the bus. Bus stops will not be set up along major thoroughfares whenever access is possible by the use of an adjacent street or road. A "major thoroughfare," as defined in state law, is a freeway, a U.S. highway outside incorporated limits, an interstate highway, a highway with four or more lanes, or a road with a median separating multiple lanes of traffic. Two-lane highways will be exempt from this requirement if the Board in consultation with local traffic officials determines they can be crossed safely.

School bus routes will be defined and drawn based on the number of students per route, the distances between stops, the county designating roads as year-round accessible and maintained roads, and other factors that reflect safety concerns for the driver and riders. School bus routes and stops may be adjusted due to a change in the riders or to road conditions on a route. The parents of the affected riders will be notified of any permanent changes in writing 10 working days before the changes are made. The superintendent and Board of Education will be notified as soon as possible.

Drivers are to make no changes in routes or receiving and discharging points except in cases where road conditions require an immediate decision and such changes are absolutely required. When such conditions prevail, safety of the students is the governing factor. Drivers are to report such conditions to the transportation supervisor and superintendent as soon as possible.

Students always are to be received and discharged at the same point and are to ride their assigned bus except when parents request a change. This request for change must be in writing and made to the principal of the student's school. The principal will notify the transportation director of the change so that both drivers will be aware of the change.

Students will be expected to be at bus stops on schedule. Drivers will wait briefly for students before continuing so that time schedules can be maintained.

Approved: September 28, 1989
Revised: December 12, 2000
Revised and recoded: October 2, 2013

Suspension/Expulsion of Students

The Board of Education shall provide due process of law to students through written procedures consistent with law for the suspension or expulsion of students and the denial of admission. (See JKD/JKE-R.) In matters involving student misconduct that may or will result in the student's suspension and/or expulsion, the student's parent/guardian shall be notified and involved to the greatest possible extent in the disciplinary procedures.

Proportionate disciplinary interventions and consequences shall be imposed to address the student's misconduct and maintain a safe and supportive learning environment for students and staff.

The Board and its designee(s) may consider the following factors in determining whether to suspend or expel a student:

1. the student's age;
2. the student's disciplinary history;
3. the student's eligibility as a student with a disability;
4. the seriousness of the violation committed by the student;
5. the threat posed to any student or staff; and,
6. the likelihood that a lesser intervention would properly address the violation.

For a student in preschool, kindergarten, first grade, or second grade, the Board and its designee(s) also shall determine that failure to remove the student from the school building through suspension and/or expulsion would create a safety threat that otherwise cannot be addressed, and shall document any alternative behavioral and disciplinary interventions that it employs before suspending or expelling the student.

Other disciplinary interventions

In lieu of an out-of-school suspension or expulsion and in accordance with applicable law, the principal or designee may consider the use of available interventions to address the student's misconduct. The use of such interventions will vary, depending upon the facts and circumstances of an individual case. Such interventions shall be at the principal or designee's sole discretion and include but are not limited to [*Note: List the district's disciplinary intervention strategies here. For example, these may include detention, in-school suspension, counseling, participation in the district's restorative justice program or positive behavioral intervention support (PBIS) program, peer mediation, referral to a juvenile assessment center for counseling or other services, or other approaches to address the student's misconduct that do not involve an out-of-school suspension or expulsion and minimize the student's exposure to the criminal and juvenile justice system. See, C.R.S. 22-32-109.1 (2) (a) (II).*]

As another intervention and alternative to suspension, the principal or designee may permit the student to remain in school with the consent of the student's teachers if the parent/guardian attends class with the student for a period of time specified by the principal or designee. If the parent/guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the accompanying regulations.

This alternative to suspension shall not be used if expulsion proceedings have been or are about to be initiated or if the principal or designee determines that the student's presence in school, even if accompanied by a parent/guardian, would be disruptive to the operations of the school or be detrimental to the learning environment.

Nothing in this policy shall limit the Board's and its designees' authority to suspend and/or expel a student as deemed appropriate by the Board and its designees. The decision to suspend and/or expel a student instead of providing an alternative to suspension or expulsion or the failure of an intervention to remediate the student's behavior shall not be grounds to prevent the Board and its designees from proceeding with appropriate disciplinary measures, including but not limited to suspension and/or expulsion.

Delegation of authority

1. Students in third grade and higher grade levels: The Board of Education delegates to the principals of the school district or to a person designated in writing by the principal the power to suspend a student in third grade and higher grade levels in that school for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law (see JKD/JKE-E).

Students in preschool through second grade: The Board of Education delegates to the principals of the school district or to a person designated in writing by the principal the power to suspend a student in preschool, kindergarten, first grade, or second grade in that school for not more than three school days on the grounds stated in C.R.S. 22-33-106.1 (2), unless the principal or designee determines that a longer period of suspension is necessary to resolve the safety threat or expulsion is mandatory under law (see JKD/JKE-E).

2. The Board of Education delegates to the superintendent of schools the authority to suspend a student, in accordance with C.R.S. 22-33-105 and 22-33-106.1, for an additional 10 school days plus up to and including an additional 10 days necessary in order to present the matter to the Board, but the total period of suspension shall not exceed 25 school days.
3. The Board of Education retains the authority to deny admission to or expel for any period not extending beyond one year any student whom the Board, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at the public schools of the district.

Expulsion for unlawful sexual behavior or crime of violence

When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic

identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled.

The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with the student code of conduct and related policies.

The Board may determine to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of the district to provide an alternative educational program for the student as specified in state law

Adopted: June 23, 1994
Revised: August 14, 2008
Revised: October 2, 2013
Revised: June 15, 2021

LEGAL REFS.: C.R.S. 16-22-102(9) (*unlawful sexual behavior*)
C.R.S. 18-1.3-406 (*crime of violence*)
C.R.S. 22-32-109.1 (2)(a) (*adoption and enforcement of discipline code*)
C.R.S. 22-32-109.1 (2)(a)(I)(E) (*policy required as part of safe schools plan*)
C.R.S. 22-32-109.1 (3) (*agreements with state agencies*)
C.R.S. 22-32-144 (*restorative justice practices*)
C.R.S. 22-33-105 (*suspension, expulsion and denial of admission*)
C.R.S. 22-33-106 (*grounds for suspension, expulsion and denial of admission*)
C.R.S. 22-33-106.1 (*suspension and expulsion for students in preschool through second grade*)
C.R.S. 22-33-106.3 (*use of student's written statements in expulsion hearings*)
C.R.S. 22-33-106.5 (*information concerning offenses committed by students*)
C.R.S. 22-33-107 (*compulsory attendance law*)
C.R.S. 22-33-107.5 (*notice of failure to attend*)
C.R.S. 22-33-108 (*juvenile judicial proceedings*)

CROSS REFS.:

GBGB, Staff Personal Security and Safety
JEA, Compulsory Attendance Ages
JF, Admission and Denial of Admission
JF-R, Admission and Denial of Admission (Procedures for Students in Out-of-Home Placements)
JIC, Student Conduct, and subcodes
JK*-2, Discipline of Students with Disabilities
JKF*, Educational Alternatives for Expelled Students
JKG*, Expulsion Prevention

Suspension/Expulsion of Students

A. Procedure for suspension of 10 days or less

Through written policy the Board of Education has delegated to any school principal the power to suspend a student for not more than three, five or 10 school days, depending upon the grade of the student and type of infraction. Pursuant to policy JKD/JKE, the superintendent has been delegated the power to suspend a student for additional periods of time. However, the total period of suspension will not exceed 25 school days. As a general rule, a suspension will be three school days or less for students in preschool through second grade, and 10 school days or less for students in third grade and higher-grade levels.

The following procedures shall be followed in any suspension, unless the student is suspended pending an expulsion proceeding, in which case the expulsion procedures shall apply.

1. **Notice.** The principal, designee or the superintendent at the time of contemplated action will give the student and the parent/guardian notice of the contemplated action. Such notice may be oral or in writing. If oral, such notice will be given in person. If written, delivery may be by United States mail addressed to the last known address of the student or student's parent/guardian.
2. **Contents of notice.** The notice will contain the following basic information:
 - a. A statement of the charges against the student.
 - b. A statement of what the student is accused of doing.
 - c. A statement of the basis of the allegation. Specific names may be withheld if necessary.

This information need not be set out formally but should sufficiently inform the student and parent/guardian of the basis for the contemplated action.

3. **Informal hearing.** In an informal setting, the student will be given an opportunity to admit or deny the accusation and to give his or her version of the events. The administrator may allow the student to call witnesses or may personally call the accuser or other witnesses. The administrator may hold a more extensive hearing in order to gather relevant information prior to making a decision on the contemplated action.
4. **Timing.** The notice and informal hearing should precede removal of the student from school. There need be no delay between the time notice is given and the time of the informal hearing.
5. **If the student's presence in school presents a danger.** Notice and an informal hearing need not be given prior to removal from school where a

student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. In this case, an informal hearing will follow as soon after the student's removal as practicable.

6. **Notification following suspension.** If a student is suspended the administrator delegated the authority to suspend will immediately notify the parent/guardian that the student has been suspended, the grounds for such suspension and the period of such suspension. The notification will include the time and place for the parent/guardian to meet with the administrator to review the suspension.
7. **Removal from school grounds.** A suspended student must leave the school building and the school grounds immediately after the parent/guardian and administrator have determined the best way to transfer custody of the student to the parent/guardian.
8. **Remittance.** No student will be readmitted to school until the meeting with the parent/guardian has taken place or until, in the opinion of the administrator, the parent/guardian has substantially agreed to review the suspension with the administrator. However, if the administrator cannot contact the parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student. The meeting will address whether there is a need to develop a remedial discipline plan for the student in an effort to prevent further disciplinary action.
9. **Make-up work.** Suspended students will be provided an opportunity to make up schoolwork during the period of suspension, so the student is able to reintegrate into the educational program of the district following the period of suspension. Students will receive full or partial academic credit to the extent possible for makeup work, which is completed satisfactorily.

B. Procedure for expulsion or denial of admission

In the event the Board of Education contemplates action denying admission to any student or prospective student or expelling any student, the following procedures shall be followed:

1. **Notice.** Not less than 10 days prior to the date of the contemplated action, the Board of Education or an appropriate administrative officer of the district will cause written notice of such proposed action to be delivered to the student and the student's parent/guardian. Such delivery may be by United States mail addressed to the last known address of the student or the student's parent/guardian.
2. **Emergency notice.** In the event it is determined that an emergency exists necessitating a shorter period of notice, the period of notice may be shortened provided that the student or the student's parent/guardian have actual notice of the hearing prior to the time it is held.
3. **Contents of notice.** The notice will contain the following basic information:

- a. A statement of the basic reasons alleged for the contemplated denial of admission or expulsion.
- b. A statement that a hearing on the question of expulsion or denial of admission will be held if requested by the student or parent/guardian within 10 days after the date of the notice.
- c. A statement of the date, time and place of the hearing in the event one is requested.
- d. A statement that the student may be present at the hearing and hear all information against him or her, that the student will have an opportunity to present such information as is relevant and that the student may be accompanied and represented by a parent/guardian and an attorney.
- e. A statement that failure to participate in such hearing constitutes a waiver of further rights in the matter.

4. **Conduct of hearing.** A hearing may be requested by the parent/guardian. Such hearing will be conducted by the Board of Education. The hearing may be conducted in open session or may be closed except to those individuals deemed advisable by the Board president but including in all events the student, the parent/guardian and, if requested, the student's attorney. Such individuals as may have pertinent information will be admitted to a closed hearing to the extent necessary to provide such information.

Testimony and information may be presented under oath. However, technical rules of evidence will not be applicable, and the Board may consider and give appropriate weight to such information or evidence it deems appropriate. The student's written statement, if any, may be presented as evidence in accordance with applicable law. The student or representative may question individuals presenting information.

A sufficient record of the proceedings shall be kept so as to enable a transcript to be prepared in the event either party so requests. Preparation of the transcript will be at the expense of the party requesting the same.

The superintendent will prepare specific factual findings and issue a written decision within five days after the hearing.

Appeal. Within 10 days after the decision of the superintendent, the student may appeal the decision to the Board. Failure to request an appeal within 10 days will result in a waiver of the right to appeal and the superintendent's decision will become final.

If an appeal is properly requested, the Board will review the record concerning the expulsion or denial of admission. The record includes notices and other documents concerning the challenged action, the transcript of the testimony, if any, the hearing exhibits, the findings and recommendation of the superintendent, the superintendent's written decision, and other documents concerning the challenged action. The student may be represented by counsel at the appeal. Representatives of the district and the parents may make brief statements to the Board, but

no new evidence may be presented unless such evidence was not reasonably discoverable at the time of the hearing. Members of the Board may ask questions for purposes of clarification of the record.

The Board will make final determination regarding the expulsion or denial of admission of the student and will inform the student and his parent/guardian of the right to judicial review.

6. **Information to parents.** Upon expelling a student, district personnel shall provide information to the student's parent/guardian concerning the educational alternatives available to the student during the period of expulsion, including the right of a parent/guardian to request that the district provide services during the expulsion. If the parent or guardian chooses to provide a home-based education program for the student, district personnel will assist the parent/guardian in obtaining appropriate curricula for the student if requested by the parent/guardian.

If a student is expelled and is not receiving educational services through the district, the school district shall contact the expelled student's parent/guardian at least once every 60 days until the student is eligible to re-enroll to determine whether the child is receiving educational services. District personnel need not contact the parent/guardian after the student is enrolled in another school district or in an independent or parochial school or if the student is committed to the department of human services or sentenced through the juvenile justice system.

7. Remittance. A student who has been expelled shall be prohibited from enrolling or re-enrolling in the same school in which the victim of the offense or member of the victim's immediate family is enrolled or employed when:

- a. the expelled student was convicted of a crime, adjudicated a juvenile delinquent, received a deferred judgment or was placed in a diversion program as a result of committing the offense for which the student was expelled;
- b. there is an identifiable victim of the expelled student's offense; and
- c. The offense for which the student was expelled does not constitute a crime against property.

If the district has no actual knowledge of the name of the victim, the expelled student shall be prohibited from enrolling or re-enrolling only upon request of the victim or a member of the victim's immediate family. No student will be readmitted to school until after a meeting between the principal or designee and the parent/guardian has taken place except that if the administrator cannot contact the parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student.

C. Procedure for crimes of violence or unlawful sexual behavior

The following procedures will apply when the district receives notification that a student has been charged in juvenile or district court with a crime of violence or unlawful sexual behavior, as those terms are defined by state law.

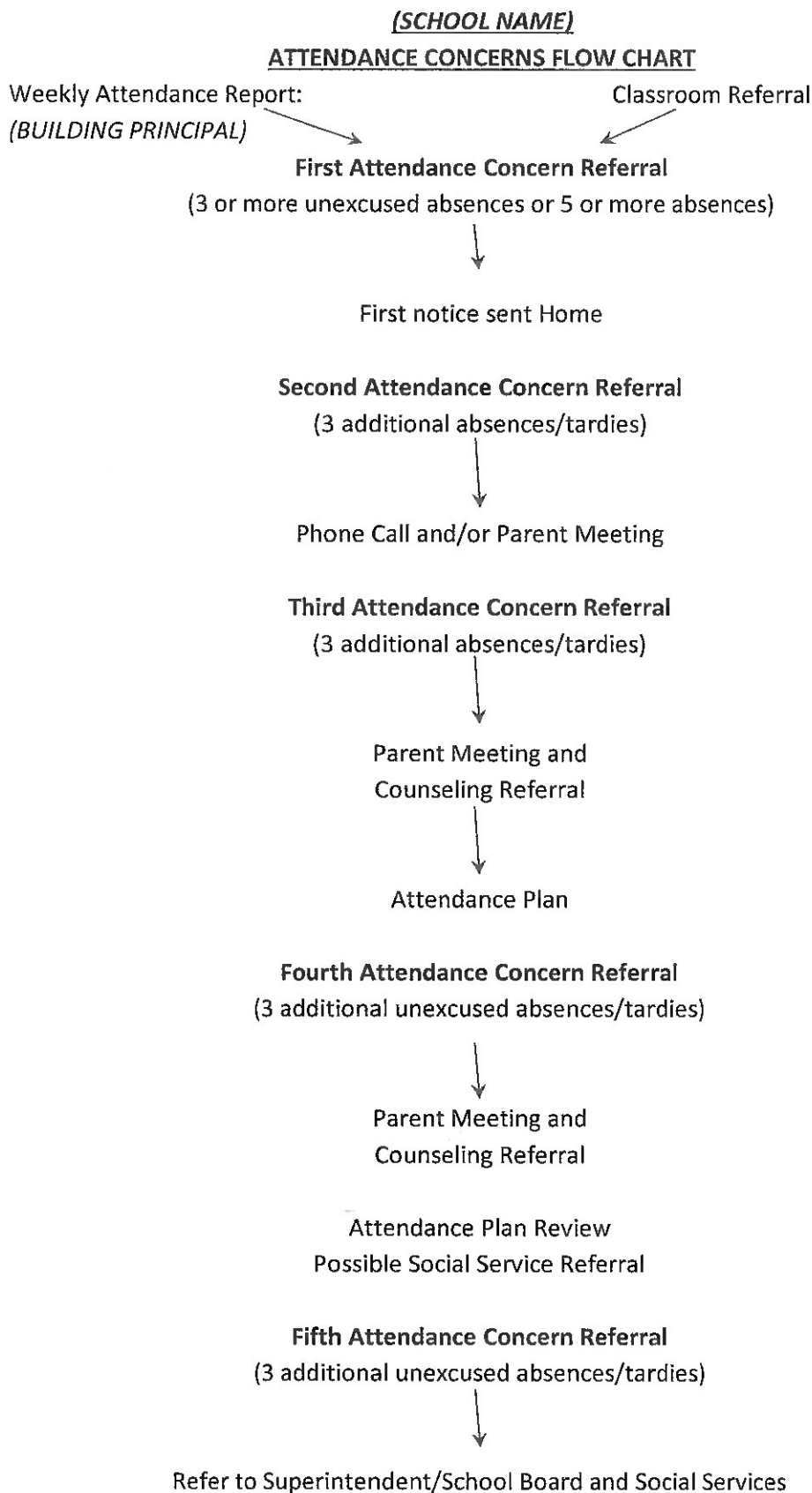
1. The Board or its designee will make a preliminary determination whether it will proceed with an expulsion hearing, based on the following factors:
 - a. Whether the student has exhibited behavior that is detrimental to the safety, welfare and morals of other students or school personnel.
 - b. Whether educating the student in school may disrupt the learning environment, provide a negative example for other students or create a dangerous and unsafe environment for students, teachers and other school personnel.
2. If it is determined that the student should not be educated in the schools of the district, the district may suspend or expel the student, in accordance with the procedures set forth above.
3. Alternatively, suspension or expulsion proceedings may be postponed, pending the outcome of the court proceedings. If the suspension or expulsion proceedings are postponed, the student will not be permitted to return to school during that period. An appropriate alternative education program, including but not limited to, an online program authorized by state law or a home-based education program will be established for the student during the period pending the resolution of the juvenile proceedings. The time that a student spends in an alternative education program will not be considered a period of suspension or expulsion.
4. If the student pleads guilty to the charge, is found guilty or is adjudicated a delinquent juvenile, the Board or designee may proceed to suspend or expel the student following the procedures set forth in these regulations.
5. Information regarding the details of the alleged crime of violence or unlawful sexual behavior will be used by the Board or its designee for the purposes set forth in this policy, but shall remain confidential unless the information is otherwise available to the public by law.

Adopted: August 14, 2008

Revised: October 2, 2013

Revised: March 6, 2019

Revised: June 15, 2021



(SCHOOL NAME)
ATTENDANCE CONCERN

Student's Name _____ Date: _____

Teacher _____ Attendance Concern Notice # _____

We consider education a priority. We want each child to reach his or her full potential. Your child is at a disadvantage if he or she starts the school day late or does not attend regularly. Please help your child do well in school by seeing that he or she is on time and attends school every day. Good learning habits start early.

According to our records, your child has:

____ Excessive Tardies: _____ this quarter _____ this year
____ Excessive Absences: _____ this quarter _____ this year

We have the following concerns about your child's attendance:

- ____ The classroom teacher has expressed concerns about your child's attendance.
- ____ Poor attendance is affecting academics. Your child is falling behind.
- ____ Poor attendance is affecting your child's social emotional wellbeing.
- ____ Other: _____

We are taking the following actions:

- ____ Please sign and return this form to your child's teacher.
- ____ Please call 970-677-2296 to schedule a meeting to discuss an attendance plan.
- ____ A parent meeting is set for _____ at _____. Please call if you are unable to attend.
- ____ Referred to School Counselor
- ____ Referred to Social Services
- ____ Other: _____

Please call 970-677-2296, ext 301 if you have any questions.

Comments:

Elementary School policy states that parents will receive written notice when their child has missed more than five days per quarter or ten days per year. Thank you for supporting your child and their education.

Teacher Signature: _____ Principal Signature: _____

I received a copy of this notification:

Parent Name

Date

Dolores County School District Fingerprint-Based Criminal History Record Information (CHRI) Checks Made for Non-Criminal Justice Purposes

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

I. Requesting CHRI checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and CBI, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

II. Access to CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the CBI (Colorado Bureau of Investigations) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, an entity can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

III. Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CBI and FBI security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage and destruction of CHRI.

IV. Retention of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in employee personnel files located in the locked filing cabinet located in the locked filing room for the following purposes only:

- Historical reference and/or comparison with future CHRI requests
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in:

- hard copy form in personnel files located in the locked filing cabinet located in the locked filing room
 - CHRI will be maintained for up to one (1) year. At the end of this term, the CHRI will be disposed of according to the Disposal of Physical Media policy.

V. CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at Dolores County School District RE-2J will review and become familiar with the educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training materials made available by the CBI.

VI. Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, Dolores County School District RE-2J will take the following steps prior to making a final adverse determination:

- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

VII. Local Agency Security Officer

Each NCJA receiving CHRI is required to designate a Local Agency Security Officer (LASO).

An individual designated as LASO is:

- An individual who will be considered part of the NCJA's "authorized personnel" group.
- An individual that has completed a fingerprint-based background check and found appropriate to have access to CHRI.
- An employee directly involved in evaluating an individual's qualifications for employment or assignment.

The Dolores County School District RE-2J LASO is Ty Gray. The LASO is responsible for the following:

- Identifying who is using or accessing CHRI and/or systems with access to CHRI.
- Ensuring that personnel security screening procedures are being followed as stated in this policy.

- Ensuring the approved and appropriate security measures are in place and working as expected.

When changes in the LASO appointment occur, Dolores County School District RE-2J shall complete and return a new LASO appointment form. The most current copy of the LASO appointment form will be maintained on file indefinitely by Dolores County School District RE-2J.

VIII. Personnel Security

All Personnel

All personnel requiring access to CHRI must first be deemed "Authorized Personnel." The CBI will review and determine if access is appropriate. Access is denied if the individual has ever had a felony conviction, of any kind, no matter when it occurred. Access may be denied if the individual has one or more recent misdemeanor convictions.

In addition to the above, an individual believed to be a fugitive from justice, or having an arrest history without convictions, will be reviewed to determine if access to CHRI is appropriate. The CBI will take into consideration extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.

Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:

1. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the CBI in order to determine if continued access is appropriate.
2. Have their access suspended indefinitely if a conviction results in a felony of any kind.
3. Have their access denied by the CBI where it is determined that access to CHRI by the person would not be in the public's best interest.

All access to CHRI by support personnel, contractors, and custodial workers will be denied. If a need should arise for such persons to be in an area(s) where CHRI is maintained or processed (at rest or in transit); they will be escorted by, or be under the supervision of, authorized personnel at all times while in these area(s).

Personnel Termination

The LASO shall terminate access to CHRI immediately upon notification of an individual's termination of employment.

Agency CHRI access termination process:

- a. Notification will be sent via email to the CBI
- b. This is to be done within 24 hours of receiving notification of termination
- c. All keys, email accounts, etc. will be obtained/disabled from the user within 24 hours

XI. Media Protection

All media containing CHRI is to be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storing of CHRI media in all its forms.

Media Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Physical CHRI media:

- a. Is to be stored within employee records when feasible or by itself when necessary.
- b. Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by Dolores County School District RE-2J, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by shredding, cross-cut shredding, or incineration. Dolores County School District RE-2J will ensure such destruction is witnessed or carried out by authorized personnel:

- a. The LASO shall witness or conduct disposal.
- b. Cross-cut shredding will be the method of destruction will be used by Dolores County School District RE-2J.
- c. This will occur at the end of each school year in June.

X. Incident and Disciplinary Response

The security of information and systems in general, and of CHRI in particular, is a top priority for Dolores County School District RE-2J. Therefore, we have established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- a. All incidents will be reported directly to the LASO.
- b. If any records were stolen, the incident will also be reported to appropriate authorities.
- c. Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy.

In addition to the above, the LASO shall report all security-related incidents to the CBI within 24 hours.

All Dolores County School District RE-2J personnel with access to FBI and/or CBI CHRI has a duty to protect the system and related systems from physical and environmental damage and are responsible for correct use, operation, care and maintenance of the information. All existing laws and Dolores County School District RE-2J regulations and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

Adopted: May 5, 2021

Revised:

LEGAL REFS.: P.L. 92-544 (authorizes the FBI to exchange CHRI with officials of state and local governmental agencies for licensing and employment purposes)

28 C.F.R. 20.33 (b) (limited dissemination of criminal history record information)

28 C.F.R. 50.12 (b) (notification requirements regarding fingerprints) C.R.S. 22-2-119.3 (6)(d) (name-based criminal history record check – definition)

C.R.S. 22-32-109.8 (non-licensed personnel – submittal of fingerprints and name-based criminal history record check)

C.R.S. 22-32-109.9 (licensed personnel – submittal of fingerprints and name-based criminal history record check)

C.R.S. 24-72-302 (definition of criminal justice information)

CROSS REFS.: GBEB, Staff Conduct (and Responsibilities)
GCE/GCF, Professional Staff Recruiting/Hiring
GDE/GDF, Support Staff Recruiting/Hiring

Food Services

The district will operate a school lunch program in its schools which shall be under the overall supervision of the supervisor of food services.

The supervisor of food services shall cooperate with each school principal in matters essential to the proper functioning of the food service program. The responsibility for control of students using the school cafeteria shall rest with the building principal.

Food services shall include hot lunches and breakfasts, through participation in the National School Lunch Program.

The Board shall approve the prices set for meals and the price of beverages.

Adopted: December 14, 2006

Revised: October 2, 2013

LEGAL REFS.: 42 U.S.C. 1751 *et seq.* (National School Lunch Act)
7 C.F.R. Part 210 (National School lunch Regulations)
7 C.F.R. Part 220 (School Breakfast Program regulations)
7 C.F.R Part 245.6 (Application, eligibility, and certification of children for free and reduced price meals)
C.R.S. 22-32-120
C.R.S. 22-32-134.5 (healthy beverage requirement)
C.R.S. 22-32-136.3 (trans fat ban)
C.R.S. 22-82.7-101 *et seq.* (Start Smart Nutrition Program provides funding to eliminate amount students who qualify for reduced priced meals pay in school breakfast program)
C.R.S. 22-82.9-101 *et seq.* (Child Nutrition School Lunch Protection Program provides funding to eliminate amount students in preschool through second grade pay for school lunch program, if they qualify for reduced price meals)
C.R.S. 22-82.9 et seq. (Healthy School Meals for All Program proved funding to offer free meals for all students, in addition to additional funding in the form of grants)
1 CCR 301-3 (State Board of Education – competitive food services rules)
1 CCR 301-79 (State Board of Education – healthy beverages rules)
1 CCR 301-114 (State Board of Education – Health School Meals for All Program rules)

CROSS REF.: EFC, Free and Reduced-Price Food Services
EFEA, Nutritious Food choices

NOTE: The United States Department of Agriculture (USDA) requires school districts receiving federal funding for child nutrition programs to have a written civil rights complaint procedure. This sample contains the language CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

This exhibit does not need to be filed in the Board's policy manual and should be kept by the district in another location, such as the district's nutrition services manual.

Civil Rights Complaint Procedure for School Nutrition Program

In accordance with the United States Department of Agriculture (USDA) civil rights regulations and policies, the district is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any school nutrition program.

A participant in the district's school nutrition program who alleges discrimination on the basis of any of the above-listed federally-protected classes has the right to file a complaint within 180 days of the alleged discrimination, in accordance with this procedure.

Filing a complaint

If an individual has an unlawful discrimination complaint concerning his or her participation in a school nutrition program, the complaint may be directed to *[insert here the district contact, e.g. district's director of nutrition services, and include the staff member's name, mailing address, phone number and email address]*.

Complaints may be made verbally (in person or over the phone) or may be submitted in writing to the district contact listed above. Complaints may be filed anonymously.

When filing a complaint, the following information will be requested:

1. complainant's name, address and telephone number (unless the complainant wishes to remain anonymous);
2. the nature of the incident or action that led the complainant to feel discrimination was a factor;
3. the basis on which the complainant believes discrimination exists;

4. the names, telephone numbers, titles and business or personal addresses of persons who may have knowledge of the alleged discriminatory action; and
5. the date(s) during which the alleged discriminatory action(s) occurred.

Forwarding a complaint

Upon the district's receipt of the complaint, the district shall forward the complaint as soon as possible but no later than five business days to the following agency:

[Insert at least ONE of the following agencies as the agency to which complaints will be forwarded.]

CDE Office of School Nutrition 1580 Logan Street Suite 760 Denver, CO 80205	USDA Office of Civil Rights 1400 Independence Ave., SW, Rm 1095-S, Stop 0206 Washington, DC 20250 (or emailed to program.intake@usda.gov)
USDA Mountain Plains Regional Office 1244 Speer Blvd Suite 903 Denver, CO 80204	FNS Office of Civil Rights 3101 Park Center Dr., Suite 1200 Alexandria, VA 23302

The designated agency shall then conduct the complaint review and investigation within the required timeline (90 days).

(Issue date)

LEGAL REF.: USDA Food and Nutrition Service (FNS) Instruction 113-1 (*civil rights compliance and enforcement – nutrition programs and activities*)
 7 C.F.R. §15d.2 (*definition of discrimination in programs or activities conducted by the U.S. Department of Agriculture*)
 USDA Nondiscrimination Statement

NOTE: The USDA has a program complaint form available on its website or at any USDA office. To request a copy of the complaint form, call 866-632-9992.

Free and Reduced-Price Food Services

The district shall take part as feasible in the National School Lunch and other food programs which may become available to ensure that all students in the district receive proper nourishment.

The administration shall establish regulations which conform with state and federal (or other) requirements regarding participation in programs for free and reduced price meals and supplementary food. Such regulations shall be presented to the Board from time to time for its approval.

Adopted: 1985

Revised: October 2, 2013

LEGAL REFS.: 42 U.S.C. 1751 *et seq.* (National School Lunch Act)
7 C.F.R. 245.5 (must inform families of the availability of reimbursable school meals and provide information about applying for free or reduced price meals)
C.R.S. 22-32-120
C.R.S. 22-82.7-101 *et seq.* (Start Smart Nutrition Program provides funding to eliminate amount students who qualify for reduced price meals pay in school breakfast program)
C.R.S. 22-82.9-101 *et seq.* (Child Nutrition School Lunch Protection Program provides funding to eliminate amount students in preschool through second grade pay for school lunch program, if they qualify for reduced price meals)
C.R.S. 22-82.9-201 *et seq.* (Healthy School Meals for All program provides funding to offer free meals for all students, in addition to additional funding in the form of grants.)
1 CCR 301-114 (State Board rules for Healthy School Meals for All Program)

CROSS REF.: EF, Food Services

Agenda

To expedite the Board's proceedings and provide a framework for the orderly conduct of business, the superintendent in cooperation with the Board president shall prepare an agenda outlining the matters to be brought to Board attention at meetings.

The Board shall follow the order of business set by the agenda unless the order is altered or new items added by vote of the Board during the meeting. The Board may add to or take action on matters not appearing on the printed agenda at regular meetings only by unanimous vote of Board members present. Items may be added to the agenda of a special meeting only when all Board members are present and cast a unanimous vote.

Consent grouping

A consent grouping on the agenda shall be used for those items which usually do not require discussion or explanation as to the reason for Board action. Any Board member may request the withdrawal of any item under the consent grouping for independent consideration.

Agenda format

The order of business at regular meetings shall be as follows:

1. Call to order
2. Pledge of allegiance
3. Approval of agenda
4. District Business
5. District reports
 - Student
 - Staff
 - Administration
 - Board
6. Public participation
7. Consent agenda
 - Minutes
 - Financials
8. Student success
09. Adjournment

Adopted: October 2, 2013
Revised: March 6, 2019

Dolores County School District Re-2(J), Dove Creek, Colorado

Agenda

(Sample Policy BEDB)

To expedite the Board's proceedings and provide a framework for the orderly conduct of business, the superintendent in cooperation with the Board president shall prepare an agenda outlining the matters to be brought to Board attention at meetings.

The Board shall follow the order of business set by the agenda unless the order is altered or new items added by vote of the Board during the meeting. The Board may add to or take action on matters not appearing on the printed agenda at regular meetings only by unanimous vote of Board members present. Items may be added to the agenda of a special meeting only when all Board members are present and cast a unanimous vote.

Consent grouping

A consent grouping on the agenda shall be used for those items which usually do not require discussion or explanation as to the reason for Board action. Any Board member may request the withdrawal of any item under the consent grouping for independent consideration.

Agenda format

The order of business at regular meetings shall be as follows:

1. Business Meeting - Call to order
2. Roll Call of the Board of Education
3. Pledge of Allegiance
4. Agenda Review/Approval of Agenda
5. Approval of Minutes - ACTION
6. Public Participation – (For items on the agenda)
7. Reports and Communication
 - a. Board and Committee Reports
 - b. Administration Reports
8. Discussion Items - INFORMATION
9. Consent Agenda (Opportunity to Consent) – ACTION
10. Action Items - ACTION
11. Public Participation (For items not on the agenda)
12. Plan For Future Meetings
13. Adjourn Business Meeting

Adopted: October 2, 2013

Revised: March 6, 2019

Dolores County School District Re-2(J), Dove Creek, Colorado

Dove Creek Middle/High School Sponsor Salaries

Current School Year	2023-2024	Salary	Contract back
HIGH SCHOOL SPONSORS			
Dealila Huskey	Knowledge Bowl (HS/MS)	\$400-\$600	
Prentael Coker	12th Grade Sponsor	\$ 600.00	
Colten Huskey	12th Grade Sponsor	\$ 600.00	
Tom Cochran	11th Grade Sponsor	\$ 600.00	
Janesse Garcia	11th Grade Sponsor	\$ 600.00	
Devon Lane	FFA Advisor - Step 4	\$ 3,180.00	
Veronica Spigner	Student Council	\$ 400.00	
Jennifer Hatfield	Substitutes	\$ 800.00	
Jennifer Hatfield	Concessions	\$ 700.00	
Gifted and Talented	Opal Croke	\$ 1.00	
HS Athletic Director	Shane Baughman	\$ 6,000.00	
MS Athletic Director	Jason Fury	\$ 4,000.00	
Mentors			
Katti Gardner	to Becky Short	\$500.00	
Brandi Barnett	to Charlene Buffington	\$500.00	
Kristina Garchar	to Nicole Margeson	\$500.00	

2023-2024 Substitutes

Kaylynn Buffington

Tina Coker

Dallas Cornell

Donella Fury

Sheryl Davis

Lori Schluter

Stacey Schlegel

Barbara Saunders

Food Service Substitutes

Lindsay Murdock

Steve Cole

Christy Bryan

Kerri Taber

Barbara Saunders

Ronda Lancaster

Transportation Substitutes

Steve Cole

Larry Crawford

Barbara Saunders

Cindy Bernhardt

Maintenance Substitutes

Nikolas Huskey