

Welcome to a meeting of the Garfield Re-2 Board of Education



Regular Board Meeting Agenda

Wednesday, September 23, 2026, 5:30 PM

Rifle High School

<https://us02web.zoom.us/j/82273174648?pwd=qblC7Ly1RA8lDsz1u7jY3mKMoEYc09.1>

Shine the Light on Rifle High School at 4:45 pm. All are Welcome!

Page

1. Meeting Called to Order - 5:30 p.m.

2. Pledge of Allegiance

3. September 23, 2026 Agenda

Approval of the September 23, 2026 Agenda

4. Public Audience

5. Consent Agenda

5.1 September 9, 2026 Draft Board Minutes;

Approval of the September 9, Draft Board Minutes;

5.2 Consent Agenda Continued;

- Approval of a Grant Proposal for the CDE State Library Grant for \$5,000.
- Approval of a letter of recommendation from Oscar Walker to hire Arelia Quintas Saucedo for the position of Route Bus Driver at Transportation effective September 8, 2026;
- Approval of a letter of recommendation from Amanda Vaughn to hire Sergio Castano Hoyos for the position of Family Liaison at Rifle High School effective September 14, 2026;
- Approval of a letter of recommendation from Kathi Senor to hire Ava Hillbrand for the position of General Education Paraprofessional at Wamsley Elementary effective September 14, 2026;
- Approval of a letter of recommendation from Oscar Walker to hire Kelly Smith-Iniguez for the position of Substitute Route Bus Driver at Transportation effective September 14, 2026;
- Approval of a letter of recommendation from Emily Kielmeyer to hire

Christian Chavez-Garcia for the position of Early Childhood Aide at Wamsley Elementary effective September 14, 2026;

- Approval of a letter of recommendation from Oscar Walker to hire Charlotte Hicks for the position of Route Bus Driver at Transportation effective September 21, 2026;
- Approval of a letter of recommendation from Devon Spaulding to hire Susan Krumpfer for the position of Day to Day Substitute Districtwide effective August 17, 2026;
- Approval of a letter of recommendation from Devon Spaulding to hire Antoinette West for the position of Day to Day Substitute Districtwide effective September 14, 2026;
- Approval of a letter of recommendation from Devon Spaulding to hire Lauren Lynch for the position of Day to Day Substitute Districtwide effective September 21, 2026;
- Approval of a letter of recommendation from Devon Spaulding to hire Angela Brady for the position of Day to Day Substitute Teacher Districtwide effective September 9, 2026;
- Approval of a letter of resignation from Andrea Cordova, Health Clerk at Wamsley Elementary effective September 1, 2026;
- Approval of a letter of resignation from Rebecca Salazar Significant Support Needs Teacher at Wamsley Elementary effective September 3, 2026;
- Approval of a letter of resignation from Julia Hendrick Early Childhood Assistant Teacher at Elk Creek Elementary effective September 3, 2026;
- Approval of a letter of resignation from Crystal Peck, Early Childhood Assistant Teacher at Highland Elementary effective September 10, 2026;
- Approval of a termination for a Head Basketball Coach at Riverside Middle School effective September 11, 2026;
- Approval of a termination for a Head Football Coach at Riverside Middle School effective September 11, 2026;
- Approval of a letter of resignation from Suzette Beresford, Significant Support Needs Paraprofessional at Elk Creek Elementary effective September 10, 2026;
- Approval of a letter of recommendation from Emily Kilmeyer to hire Raquel Mancinas for the position of Early Childhood Assistant Teacher at Wamsley Elementary effective September 21, 2026;
- Approval of a letter of recommendation from Kelly Detlefsen to hire Jennifer Bumpus for the position of General Education Paraprofessional at Cactus Valley Elementary effective September 21, 2026;
- Approval of a letter of recommendation from Ryan Fidely to hire Kailie Dacuma for the position of General Education Paraprofessional at Elk Creek Elementary effective September 21, 2026;
- Approval of a letter of recommendation from Emily Kilmeyer to hire Alexis Bulow for the position of Early Childhood Assistant Teacher at Wamsley Elementary effective September 21, 2026;
- Approval of a letter of recommendation from Emily Kilmeyer to hire Denise Lopez Aleman for the position of Early Childhood Assistant Teacher effective September 21, 2026;

- Approval of a letter of resignation from Alyssa Thurmon, Assistant Girls Wrestling Coach at Coal Ridge High School effective September 15, 2026;
- Approval of a letter of resignation from Laura Van Deusen, Day to Day Substitute District Wide effective September 14, 2026;
- Approval of a Field Trip for Rifle High School Visual Arts;
- Approval of a fundraiser for Rifle High School Athletics to revamp the weight room.

Approval of the Consent Agenda;

6. Assistant Superintendent Report

7. Superintendent Report

8. Board Reports and Requests

9. Committee Reports

10. Advocacy 5

Resolution in support of the District Re-2 Bond and Mill Levy;

[RESOLUTION OF THE GARFIELD SCHOOL DISTRICT NO.pdf](#) 

Approval of a Resolution in support of the District Re-2 Bond and Mill Levy;

11. Governance Discussion Items

11.1 District Unified Improvement Plan; 8

[2026-27 UIP Presentation \(1\).pdf](#) 

11.2 Attendance Challenge Champion Award for Re-2

11.3 MOU for LOVA Sidewalk Project; 16

[ECE LOVA TRAIL Package.pdf](#) 

12. Governance Action Items

12.1 MOU for the LOVA Sidewalk Project;
Motion to approve a MOU for the LOVA Sidewalk Project;

12.2 Second Reading and approval for CASB Policy Revisions; 31

JKA, Use of Physical Intervention and Restraint;
JKA-R, Procedure for the Use of Physical Intervention and Restraint;
JKA-E-1, Student Restraint Incident Report;
JKA-E-2, Complaint Procedures and Regulations;
DJB, Federal Procurement;
JLF, Reporting Child Abuse and Child Protection;
JLF-R, Reporting Child Abuse and Child Protection Procedures;
[Second Reading.pdf](#) 

Approval of the Listed Policy Revisions from CASB;
JKA, Use of Physical Intervention and Restraint;
JKA-R, Procedure for the Use of Physical Intervention and Restraint;
JKA-E-1, Student Restraint Incident Report;
JKA-E-2, Complaint Procedures and Regulations;
DJB, Federal Procurement;
JLF, Reporting Child Abuse and Child Protection;
JLF-R, Reporting Child Abuse and Child Protection Procedures;

13. Policy Focus

69

- First Reading for CASB Policy Revisions;
- DJB-R, Federal procurement Procedures;
- JLCB, Immunization of Students;
- JLCB-R, Immunization of Students;
- [First Reading pdf.pdf](#) 

14. Future Request

15. Meeting Debrief

16. Meeting Adjourned

RESOLUTION OF THE GARFIELD SCHOOL DISTRICT NO. RE-2 BOARD OF EDUCATION REGARDING THE DISTRICT'S 2026 MILL LEVY OVERRIDE AND BOND BALLOT INITIATIVES

WHEREAS, Garfield School District No. Re-2 ("Garfield Re-2" or the "District") serves students and families in the communities of Rifle, Silt and New Castle; and

WHEREAS, the mission of Garfield Re-2 is to provide engaging, authentic and rigorous educational experiences in a safe environment; and

WHEREAS, Garfield Re-2's community-created Strategic Plan establishes priorities focused on academic success, career pathways and college readiness, student wellness, staff success, fiscal responsibility, and family and community success; and

WHEREAS, the District's community-created Graduate Profile identifies the knowledge, skills and characteristics students should develop to graduate academically prepared, empowered as individuals, community connected, and strong and determined; and

WHEREAS, the Board of Education recognizes that a high-quality school system depends upon qualified and committed teachers and staff, appropriate educational facilities and learning environments, and long-term financial stewardship; and

WHEREAS, Garfield Re-2 has demonstrated continued academic growth, earning an Accredited rating on the preliminary 2026 Colorado District Performance Framework for the second consecutive year and earning 59.7 percent of available framework points, compared with 56.9 percent in 2025 and 51 percent in 2022; and

WHEREAS, last school year (2025-2026), Garfield Re-2 ranked 151st out of 178 school districts in Colorado in state per-pupil funding; and

WHEREAS, for nearly eighteen months, Garfield Re-2 has evaluated its long-term financial, staffing and facility needs; worked with community members and advisory groups; surveyed registered voters; and held public meetings in Rifle, Silt and New Castle to gather community feedback regarding District priorities; and

WHEREAS, through this planning process, the Board has identified employee recruitment and retention, competitive compensation, housing costs, early childhood capacity, career-connected learning opportunities, school facilities and technology infrastructure among the District's long-term needs; and

WHEREAS, the Board has identified competitive employee compensation as an important component of recruiting and retaining qualified teachers, paraprofessionals, bus drivers,

custodians, nutrition services employees and other staff who support Garfield Re-2 students;
and

WHEREAS, housing costs within the communities served by Garfield Re-2 present an additional challenge to the recruitment and retention of District employees; and

WHEREAS, Ballot Question 4A proposes a \$4.7 million annual mill levy override dedicated to employee compensation, with the additional local revenue placed on employee base salaries;
and

WHEREAS, revenue generated through Ballot Question 4A would remain local and under the authority of the locally elected Garfield Re-2 Board of Education for the purposes identified in the ballot question; and

WHEREAS, the Board also has identified facility and infrastructure needs intended to support current and future educational programs, including early childhood education, career and technical education, science and engineering instruction, technology, traffic circulation and employee housing; and

WHEREAS, Ballot Question 4B proposes extending the District's existing bonds rather than imposing a new tax and identifies projects including:

- construction of a new access road at Rifle High School to improve traffic circulation and access;
- renovation of Rifle High School science classrooms and laboratory systems and creation of dedicated career-ready and engineering laboratory spaces;
- expansion of Coal Ridge High School to provide additional space for trades, agriculture, career-ready training, athletics and performing arts;
- construction of a new early learning center;
- acquisition and construction of affordable employee rental housing in Rifle, Silt and New Castle; and
- upgrades to Districtwide technology infrastructure supporting teaching and learning; and

WHEREAS, the projects identified in Ballot Question 4B are connected to priorities established through the District's Strategic Plan, long-range planning process and community conversations;
and

WHEREAS, on August 26, 2026, following public discussion and consideration of the District's financial, staffing and facility needs, the Garfield Re-2 Board of Education voted unanimously to place the mill levy override and bond questions before District voters in the November 3, 2026 coordinated election; and

WHEREAS, Ballot Questions 4A and 4B are separate ballot questions addressing separate District needs, and voters will determine each question independently;

NOW, THEREFORE, BE IT RESOLVED that the Garfield School District No. Re-2 Board of Education hereby adopts the foregoing findings concerning Ballot Question 4A and Ballot Question 4B.

BE IT FURTHER RESOLVED that the Board's formal position concerning Ballot Questions 4A and 4B shall be stated in language reviewed by District legal counsel and adopted by the Board as part of this Resolution.

ADOPTED AND APPROVED this ____ day of _____, 2026, by the Board of Education of Garfield School District No. Re-2.

President, Board of Education

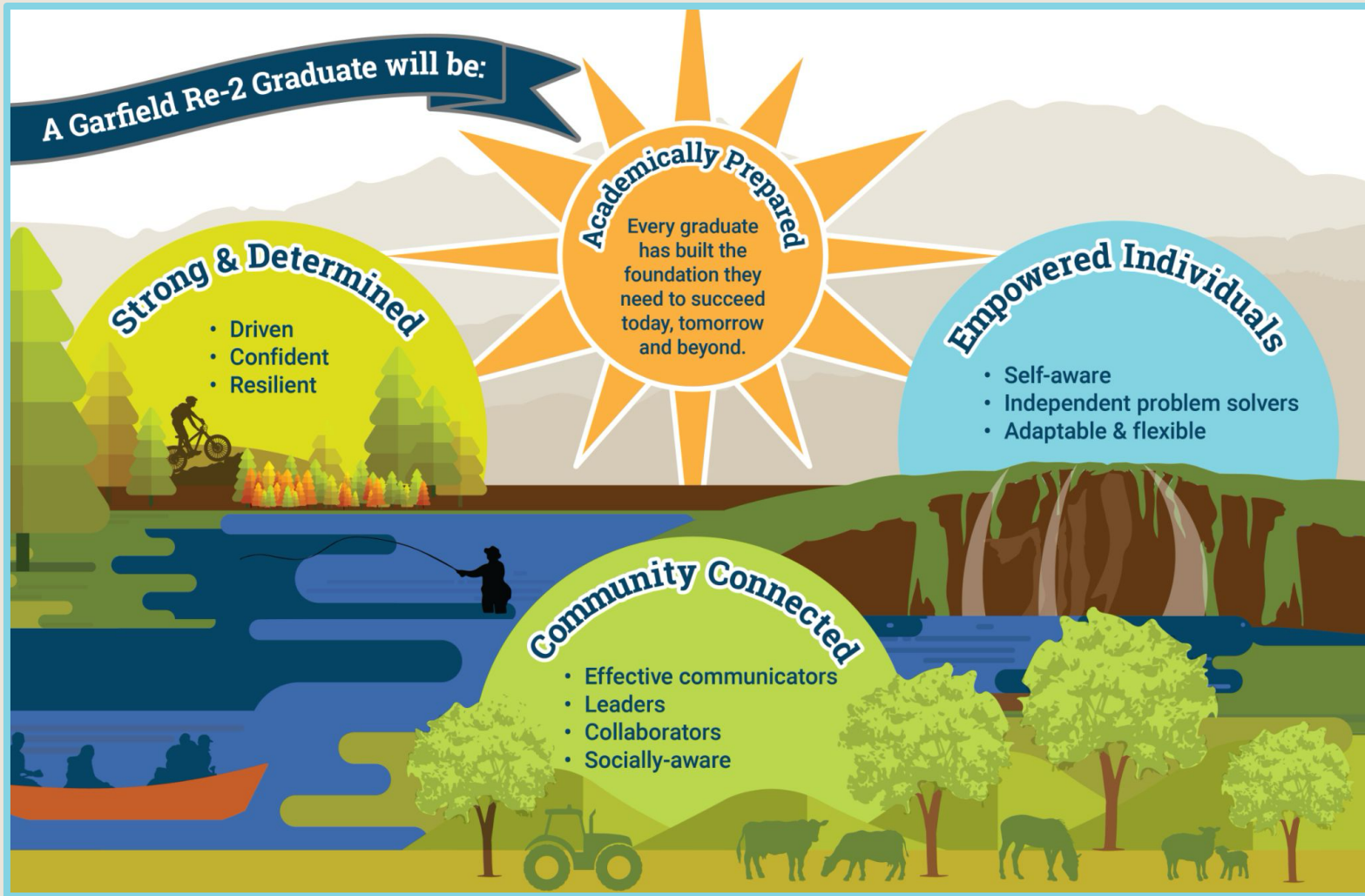
Secretary, Board of Education

Garfield Re-2

2026-27

**District Unified
Improvement Plan**





Same BOY protocol as 2025-26

Data drives decisions

01

Primary Review

District Data FIRST

Analyze overarching district-level metrics and system performance first to establish baseline targets and key priorities.

02

Secondary Review

School Data

Examine individual building and site-level findings to tailor specific instructional interventions and action strategies.

District UIP: Achievement

Priority Performance Challenges



73%

Low Math Achievement

73% of students are below approaching expectations in Math achievement.



EL & SPED

Low Disaggregated Group Achievement

Continued low achievement for EL and SPED disaggregated students.



30%

High Reading Deficiencies

K-5 Significant Reading Deficiencies = 30%.

District UIP

Culture & Climate

Priority Performance Challenges

Insights gathered from the annual Culture and Climate Survey representing key focus areas for district-wide improvement.



6%

of families

Culture and Climate Survey metric



50%

of employees

Culture and Climate Survey metric

District UIP: Actions

Strategic action steps and key implementation initiatives



Instructional & Behavioral Way

Consistent classroom practice & behavior framework



30-Day Disaggregated Data Cycles

Continuous monitoring & rapid metric iterations



Building Walkthroughs

Regular site observations & instructional feedback



Elevate the Graduate Profile

Alignment with core competencies & student goals



Counselor Action Plans

Targeted student guidance & support strategies



Response to Intervention (RTI)

Tiered academic & behavioral support systems



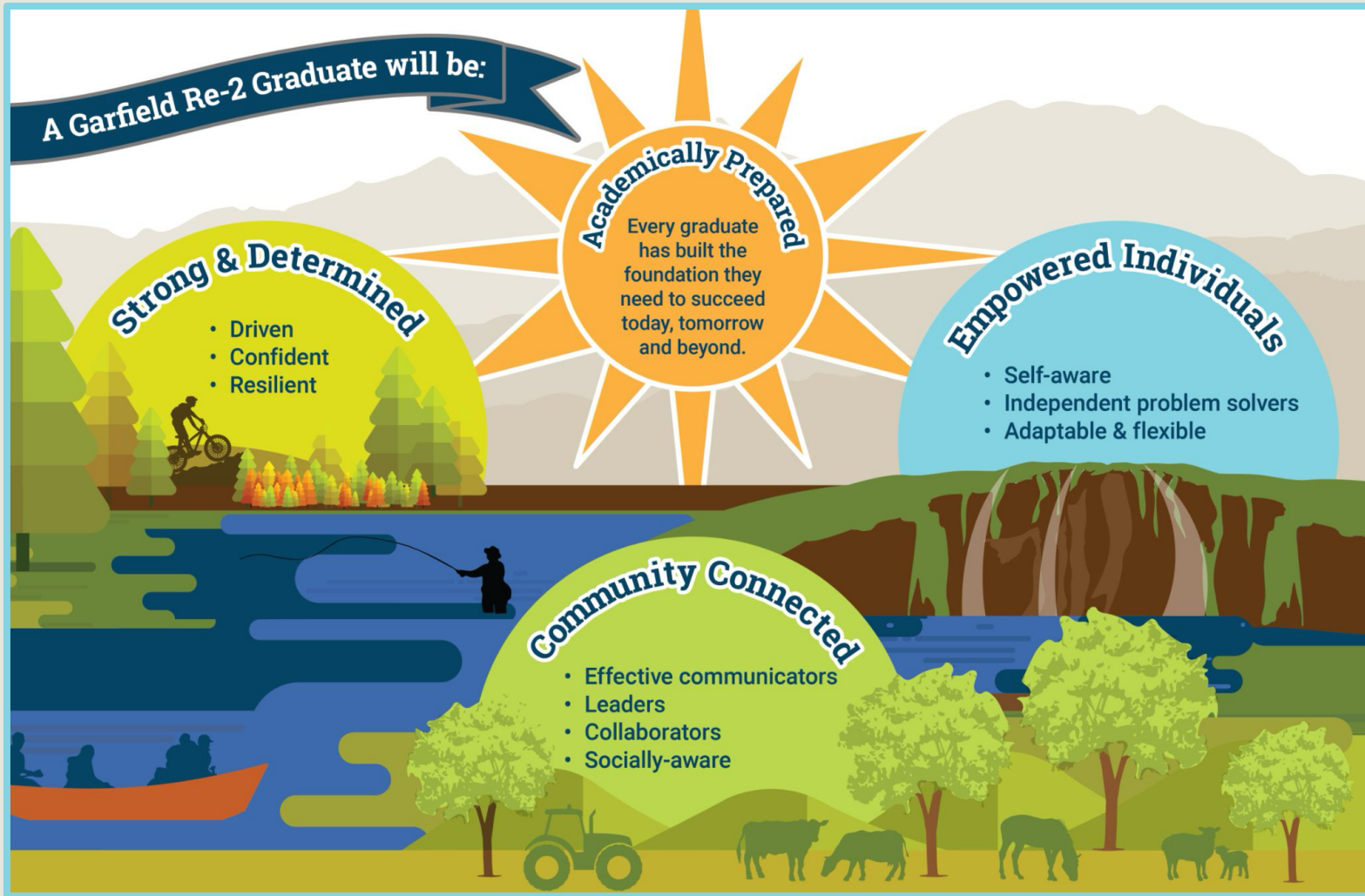
7 Steps to Language Rich Classrooms

Structured language acquisition strategies



Survey Communication

Transparent feedback loops with families & staff



Questions ?

Thank you for your time and collaboration.



Elk Creek Concrete Walk Way

Overview

The Town and the School District recognize the importance of improving pedestrian connectivity, safety, and accessibility for students, families, staff, and the surrounding community; and the Town and the School District desire to partner on the construction of an approximately seven-hundred-foot (700') long by ten-foot (10') wide concrete sidewalk located entirely on School District property at the Elk Creek Elementary School Campus.

The Town, as a member of the Roaring Fork Transportation Authority (RFTA), has applied for grant funding from RFTA for the Sidewalk Project and associated pedestrian safety improvements.

The RFTA Grant is a reimbursement grant requiring a fifty percent (50%) cash match; and LoVa has committed Two Hundred Five Thousand Dollars (\$205,000) in private match funding to support the Sidewalk Project, including engineering, permitting, and construction costs. So this is no cost to the district.

The School District is therefore best positioned to manage and oversee its engineering, permitting, bidding, construction, initial funding, and related activities.

The attached IGA that has been approved by the Town of New Castle City Council has a very detailed explanation of the project and financial explanations.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF NEW CASTLE AND GARFIELD COUNTY RE-2 SCHOOL
DISTRICT FOR SCHOOL PROPERTY SIDEWALK AND CROSSWALK
IMPROVEMENTS

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into by and between the Town of New Castle, a Colorado home rule municipality (“Town”), and Garfield County RE-2 School District, a Colorado School District (“School District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Town and the School District recognize the importance of improving pedestrian connectivity, safety, and accessibility for students, families, staff, and the surrounding community; and

WHEREAS, the Town and the School District desire to partner on the construction of an approximately seven-hundred-foot (700') long by ten-foot (10') wide concrete sidewalk located entirely on School District property at the Elk Creek Elementary School Campus (“ECE”); and

WHEREAS, the proposed sidewalk will generally extend along the southern area of the ECE facilities, from the Colorado Department of Transportation (CDOT) connection at the eastern end to the existing School District sidewalk at the western end (the “Sidewalk Project”); and

WHEREAS, the Town, as a member of the Roaring Fork Transportation Authority (RFTA), has applied for grant funding from RFTA for the Sidewalk Project and associated pedestrian safety improvements (the “RFTA Grant”); and

WHEREAS, the RFTA Grant is a reimbursement grant requiring a fifty percent (50%) cash match; and

WHEREAS, LoVa has committed Two Hundred Five Thousand Dollars (\$205,000) in private match funding to support the Sidewalk Project, including engineering, permitting, and construction costs; and

WHEREAS, the Sidewalk Project will be constructed entirely on School District property, and the School District is therefore best positioned to manage and oversee its engineering, permitting, bidding, construction, initial funding, and related activities; and

WHEREAS, two crosswalk lights associated with the Sidewalk Project will be located on Town property, and the Town is therefore best positioned to manage their purchase, financing, installation, and reimbursement; and

WHEREAS, the Parties desire to establish their respective responsibilities for the Sidewalk Project, the RFTA Grant, the associated match funding, and the crosswalk lights; and

WHEREAS, the Parties are authorized and encouraged to cooperate with each other to make the most efficient and effective use of their powers and responsibilities as acknowledged in Colo. Const. art. XIV, § 18(2) (a)-(c) and art. XI, § 2, and C.R.S. § 29-1-201; and

WHEREAS, the Parties now desire to enter into this Agreement pursuant to their respective governmental authorities and applicable provisions of Colorado law.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as if set forth in full.
2. **Purpose.** The purpose of this Agreement is to formalize the Parties' respective responsibilities for planning, funding, engineering, permitting, construction, and completion of the Sidewalk Project and associated crosswalk lights.
3. **Project Description.** The project contemplated by this Agreement generally consists of:
 - A. An approximately 700-foot-long by 10-foot-wide concrete sidewalk located entirely on School District property;
 - B. A sidewalk alignment generally along the southern area of the ECE facilities, from the CDOT connection at the eastern end to the existing School District sidewalk at the western end;
 - C. Two associated crosswalk lights located on Town property; and
 - D. Related engineering, permitting, bidding, construction, inspection, closeout, and grant administration activities

The final alignment, design, dimensions, materials, and scope shall be subject to applicable engineering, permitting, grant, and governmental requirements and approval by the School District and applicable governmental agencies.

4. **School District Responsibilities.** The School District shall be responsible for the following with respect to the portion of the Sidewalk Project on School District property:
 - A. **Engineering and Design.** The School District shall procure and oversee engineering and design services that are reasonably necessary for the Sidewalk Project, including plans, specifications, cost estimates, and other technical documents required for approvals and construction.
 - B. **Permitting and Approvals.** The School District shall obtain and maintain all permits, approvals, authorizations, and other governmental or regulatory approvals applicable to construction on School District property.
 - C. **Procurement and Bidding.** The School District shall procure construction services in accordance with applicable federal, state, and local procurement requirements and RFTA Grant requirements.

- D. Construction. The School District shall manage and oversee and enter into contracts for construction on School District property, including contractor coordination, construction administration, inspections, and resolution of construction-related issues.

The School District shall ensure that construction is performed in accordance with approved plans, specifications, permits, applicable laws, and RFTA Grant requirements.

- E. Project Management. The School District shall designate appropriate staff or consultants to manage and oversee its responsibilities under this Agreement.

The School District shall maintain documentation of project expenditures, contracts, invoices, payments, inspections, and other records that are reasonably necessary to demonstrate compliance with grant and funding requirements.

- F. Temporary Financing. Because the RFTA Grant is a reimbursement grant, the School District shall temporarily finance eligible costs for the Sidewalk Project as necessary to allow the project to proceed, subject to the availability and use of the \$205,000 LoVa contribution described below.

The School District shall not be required to advance funds for the Town's portion of the project, including the purchase and installation of the crosswalk lights, unless otherwise agreed to in writing by the Parties.

- G. School District Property. The School District acknowledges that the Sidewalk Project is located on School District property and that the School District shall be responsible for the ongoing ownership, maintenance, repair, and operation of the sidewalk following completion of the Sidewalk Project unless otherwise agreed to in writing by the Parties.

5. **Town Responsibilities**. The Town shall be responsible for the following:

- A. RFTA Grant Application. The Town shall act as the applicant for the RFTA Grant and shall submit the grant application and related documentation necessary to obtain funding for the project.
- B. Fiscal Agent. The Town shall serve as Fiscal Agent for the RFTA Grant. Following project completion and submission of required grant closeout documents, the Town shall receive RFTA reimbursement funds and administer them in accordance with the grant.
- C. Grant Administration and Coordination. The Town shall coordinate with the School District regarding RFTA Grant requirements, reimbursement documentation, project milestones, and closeout. The Parties shall provide information and documentation reasonably necessary to administer the grant.

- D. Crosswalk Lights. The Town shall be responsible for the purchase, financing, and installation of the two crosswalk lights located on Town property. The Town shall be responsible for engineering, permitting, approvals, installation, and related costs for the crosswalk lights to the extent applicable to Town property.
- E. Crosswalk Grant Reimbursement. The Town shall receive and retain RFTA reimbursement attributable to eligible crosswalk light costs.
- F. Fiscal Agent and Pass-Through of School District Grant Funds. Following completion of the Sidewalk Project and satisfactory submission of all required reimbursement and closeout documentation, the Town shall act as Fiscal Agent between RFTA and the School District for the purpose of the RFTA Grant, including grant fund distributions. Upon receipt of grant funding from RFTA, the Town shall timely remit to the School District the portion attributable to eligible School District costs, subject to RFTA requirements, applicable law, and the Town's receipt of funds. The Town shall not withhold or retain such funds except as required by RFTA, applicable law, or written agreement of the Parties.

6. **LoVa Matched Funding**. The Parties acknowledge that LoVa has committed \$205,000 to the School District as private match funding for the Sidewalk Project. The \$205,000 contribution shall be provided to the School District and shall be used for eligible project expenses, including, but not necessarily limited to: (i) engineering and design; (ii) permitting and related approvals; (iii) initial project expenses; and (iv) eligible construction costs.

The School District shall manage and account for the LoVa contribution in accordance with applicable terms imposed by LoVa and RFTA Grant requirements. Nothing in this Agreement shall be construed as creating an obligation of the Town to provide, replace, or otherwise manage the \$205,000 LoVa contribution. The Parties acknowledge that LoVa is not a party to this Agreement unless LoVa separately executes this Agreement or another written funding agreement establishing its obligations.

7. **RFTA Reimbursement**. The Parties acknowledge that the RFTA Grant is a reimbursement grant subject to a fifty percent (50%) cash match requirement.

The Parties shall cooperate to ensure that expenditures submitted for reimbursement are eligible under the RFTA Grant. Upon completion, the Parties shall jointly provide RFTA with documentation reasonably required for reimbursement and closeout, including invoices, proof of payment, contracts, project records, photographs, certifications, and other required documentation. Reimbursement is subject to RFTA's determination that expenses are eligible and that grant requirements have been satisfied.

8. **Grant Documentation and Records**. The School District shall maintain complete and accurate records for its portion of the project, including engineering costs, permits, contracts, bids, invoices, payments, construction records, and other documentation reasonably necessary for grant administration and audit purposes.

The Town shall maintain complete and accurate records concerning the RFTA Grant, including grant agreements, reimbursement requests, grant payments, and crosswalk-light documentation.

Each Party shall provide the other reasonable access to records necessary to satisfy RFTA Grant, audit, or legal requirements.

9. **Breach and Notice.** If either Party fails to perform its respective obligations under this Agreement, the non-breaching party shall provide thirty (30) days' notification of such breach to the breaching party's representative. If the breaching party fails to correct or remedy the breach, the non-breaching party may proceed in law or equity to seek injunctive relief, specific performance and/or damages incurred as a result of the breach.

10. **Right to Opt Out.** Either Party shall have the opportunity to decline participation in the Sidewalk Project if, in the Party's reasonable determination, circumstances arise that materially affect the Party's ability to successfully undertake or complete its responsibilities under this Agreement or the RFTA Grant.

Circumstances that may support a Party's decision to opt out include, but are not limited to:

- A. Failure to obtain required state, CDOT, or other governmental approvals;
- B. Conflict with required project timelines;
- C. Budgetary or funding concerns;
- D. Insufficient staffing capacity to adequately manage or oversee the project;
- E. Unanticipated project cost estimates prior to construction, or conditions beyond the the Party's control that materially affect the Party's ability to complete the project; or
- F. Changes to RFTA Grant requirements or other funding conditions that materially alter the feasibility of the project.

Either Party shall provide written notice to the other as soon as reasonably practicable after determining that it cannot proceed. Each party shall be responsible for its own costs incurred.

11. **Ownership and Maintenance.** Unless otherwise agreed in writing, the School District shall retain ownership of the sidewalk and, following completion and acceptance, be responsible for its maintenance, repair, replacement, snow and ice removal, and general upkeep.

The Town shall retain responsibility for the crosswalk lights located on Town property, including ongoing maintenance and operation, subject to applicable Town policies and funding.

12. **Changes to Project Scope.** Neither party shall materially alter the project scope, design, location, or funding structure in a manner affecting the other party's obligations without prior written agreement.

Any material change affecting RFTA Grant eligibility shall be coordinated with RFTA before implementation.

Additional work or costs outside the approved scope shall be the responsibility of the party incurring them unless otherwise agreed in writing.

13. **Cost Overruns.** Each party shall be responsible for cost overruns associated with the portion of the project for which it is responsible.

The School District shall be responsible for cost overruns associated with the Sidewalk Project on School District property, except to the extent additional funding is obtained or the Parties otherwise agree in writing.

The Town shall be responsible for cost overruns associated with the crosswalk lights on Town property, except to the extent additional funding is obtained or the Parties otherwise agree in writing.

Neither party shall be obligated to expend funds beyond those appropriated or otherwise legally available to it.

14. **Compliance with Law.** Each party shall perform its responsibilities in compliance with applicable federal, state, and local laws, regulations, grant and procurement requirements, building codes, accessibility requirements, and other governmental requirements.

The Parties shall cooperate in good faith to satisfy requirements imposed by RFTA or other governmental entities having jurisdiction over the project.

15. **No Joint Venture.** Nothing in this Agreement creates a partnership, joint venture, agency relationship, or other legal relationship between the Town and School District other than the contractual relationship expressly established herein.

Each party shall remain an independent governmental entity and shall retain all powers, duties, and responsibilities provided to it by law.

Neither party shall have authority to bind the other party without its prior written authorization.

16. **Insurance and Contractors.** Each party shall maintain insurance or self-insurance coverage required by applicable law and its policies. The School District shall require contractors performing work on School District property to maintain insurance and comply with applicable contractual requirements. The Town shall require contractors or vendors performing work associated with the crosswalk lights on Town property to maintain insurance and comply with applicable Town requirements.

17. **Term and Termination.**

This Agreement shall become effective upon execution by both Parties and shall remain in effect until completion and closeout of the project and fulfillment of the Parties' respective obligations, unless earlier terminated in accordance with this Agreement. Termination shall not

relieve either party of obligations that have accrued before the effective date of termination or obligations imposed by the RFTA Grant that survive termination.

18. **Dispute Resolution.**

The Parties shall first attempt in good faith to resolve disputes through discussions between their authorized representatives. If the representatives cannot resolve a dispute, either party may pursue remedies available under Colorado law.

19. **Notice and Representatives.** All notices required under this Agreement shall be provided in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

Town:

Town of New Castle
c/o Town Administrator
450 W. Main Street
PO Box 90
New Castle, CO 81647

School District:

Either party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this Agreement to effect such change is not required.

20. **Amendment and Assignment.** This Agreement may be amended only by a written document executed by authorized representatives of both Parties. Any amendment affecting the RFTA Grant shall be subject to any required approval by RFTA. This Agreement may not be assigned by either party.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes any prior oral or written understandings concerning that subject matter.

22. **Severability.** Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this Agreement.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

24. **No Third-Party Beneficiaries.** Except for the rights of RFTA or other governmental entities expressly established by applicable grant requirements, this Agreement is intended solely for the benefit of the Town and School District and does not create rights in any third party.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures may be used to execute this Agreement to the extent permitted by applicable law.

26. **Appropriation of Funds.** No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Parties to make any payment in any year in excess of amounts budgeted and appropriated for such year; ii) as creating a debt, multiple fiscal year direct or indirect debt, or other financial obligations whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provisions; or iii) as a donation or grant by the Parties to or in aid of any person, company, or corporation under applicable Colorado law. All fiscal or monetary obligations of the Parties under this Agreement are subject to and contingent upon annual budgeting and appropriation, and nothing herein shall be construed to directly or indirectly obligate either Party to make payment in any year in excess of amounts budgeted and appropriated for such year. Should either Party fail to appropriate the sums required by this Agreement, the other Party may declare a default and terminate this Agreement unless the defaulting Party cures the default within 30 days after written notice.

27. **Governmental Immunity.**

No term of this Agreement shall be construed as a waiver, or partial waiver, by either Party of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, et seq.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the dates set forth below.

TOWN OF NEW CASTLE

By: _____

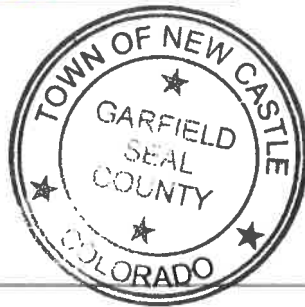
Name: _____

Title: _____

Date: _____

ATTEST:

Mandy Andis
Town Clerk



GARFIELD COUNTY RE-2 SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary/Clerk of the Board



From: Troy Tritschler, LoVa Board Chair
To: Garfield RE-2 School District
Re: Elk Creek Elementary School Sidewalk Project funding

September 4, 2026

To Whom It May Concern,

I hereby certify that the LoVa board of directors has approved the allocation of funding to support the Elk Creek Elementary School Sidewalk Project. As discussed at the August 17th board meeting, LoVa will advance up to \$15,000 of reserve funds for the design (including survey, soil analysis and engineering) of an ADA-compliant sidewalk on School District property.

LoVa will provide the completed plans to the District for submittal to the State Permitting Board for approval to construct the project. LoVa will seek reimbursement once grant funds are available.

LoVa supports the project because the sidewalk aligns with the future expansion of the LoVa Trail westward from the Town of New Castle toward Silt. We look forward to implementing this important safety amenity for the school and community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy Tritschler'.

Troy Tritschler

LoVa Board Chair



0051 Service Center Road
Aspen, Colorado 81611
970.925.8484 | RFTA.COM

TO: Garfield RE-2 School District
FROM: Roaring Fork Transportation Authority
RE: Grant Matching Funds Availability

September 14, 2026

To Whom it May Concern,

The Town of New Castle is applying for RFTA's First- and-Last-Mile Mobility Reserve (FLMMR) Grant to support a first-last-mile mobility infrastructure project establishing a direct, ADA-compliant multi-use connection between RFTA transit stop, Elk Creek Elementary School, and the parking lot to the Burning Mountain Trailhead and parking lot, a future link to the westward expansion of the LoVa Trail system.

This project's connection to both transit and trails and its future link to the LoVa Trail system enables the Town to partner with LoVa Trails and request \$205,000 in FLMMR funding, paired with an equal \$205,000 cash match from voter-approved LoVa Trails funds held in RFTA's LoVa Reserve Account. Pending award of the FLMMR Grant for CY2027 and subsequent review by the RFTA executive team and appropriation by the RFTA Board in December 2026, both FLMMR grant funds and LoVa matching funds will be available to the Town for the Elk Creek Elementary Sidewalk and Trail Connection project.

The FLMMR Grant operates on a reimbursement basis, and if awarded, LoVa matching funds will be disbursed in accordance with FLMMR program requirements.

Sincerely,

**David
Pesnichak**

David Pesnichak

Chief Operating Officer

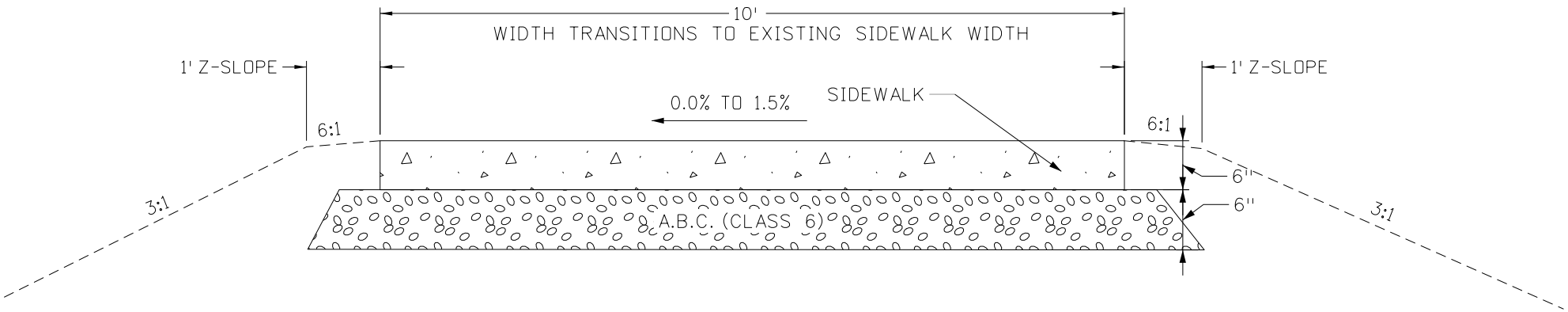
Roaring Fork Transportation Authority (RFTA)

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SIDEWALK TYPICAL SECTION

See Sidewalk Plan and Profile for Locations



All seals for this set of drawings are applied to the cover page(s)

Print Date: 6/26/2025
File Name: 24493_Typical Sections.dgn
Horiz. Scale: 1"=XX' Vert. Scale: As Noted
Unit Information XXX



Sheet Revisions

Date:	Comments	Init.



Colorado Department of Transportation

280 Centennial St
Glenwood Springs, CO 81601
Phone: 970-384-3335
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Region 3 Glenwood Springs

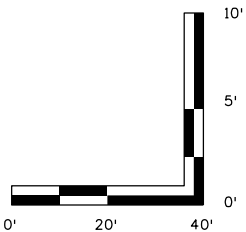
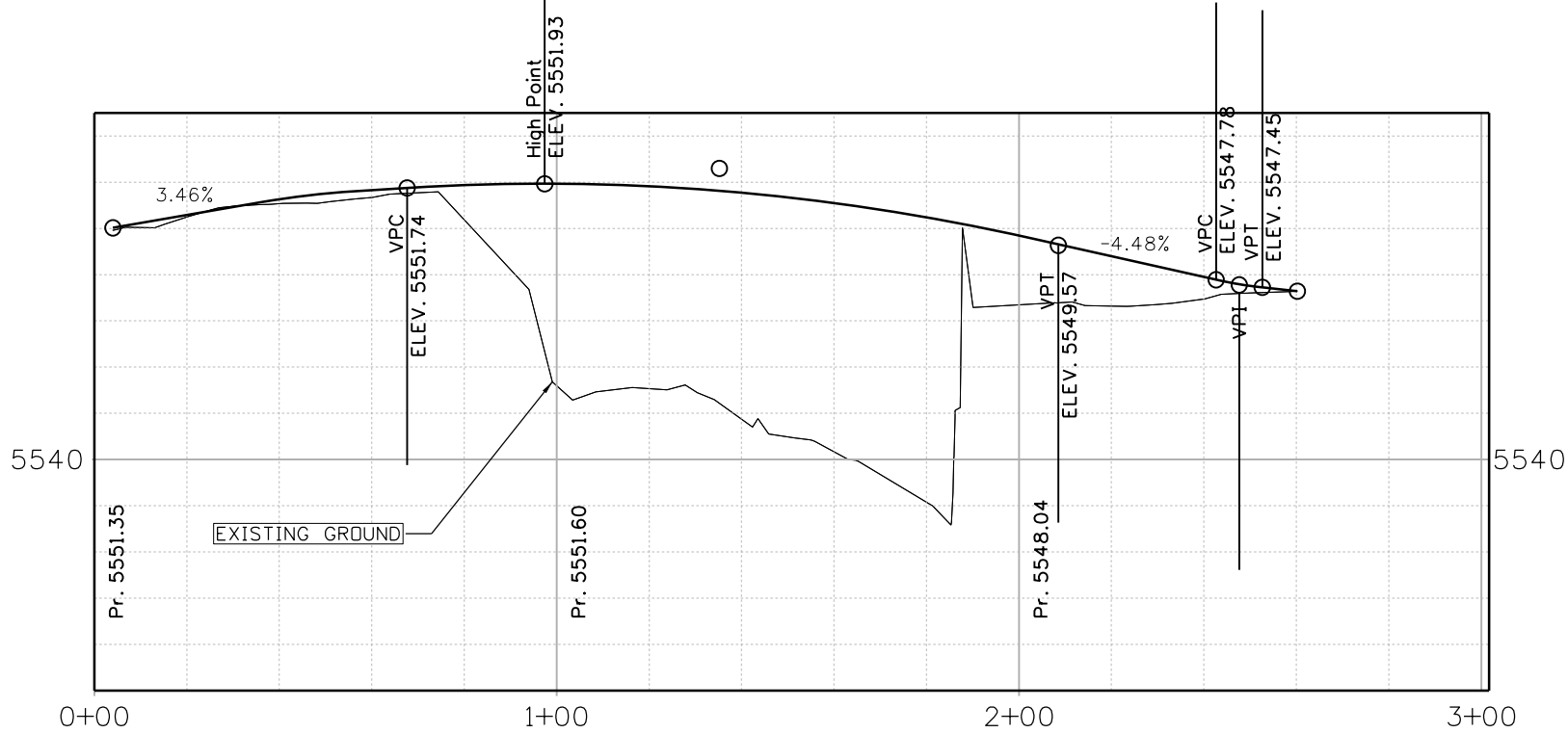
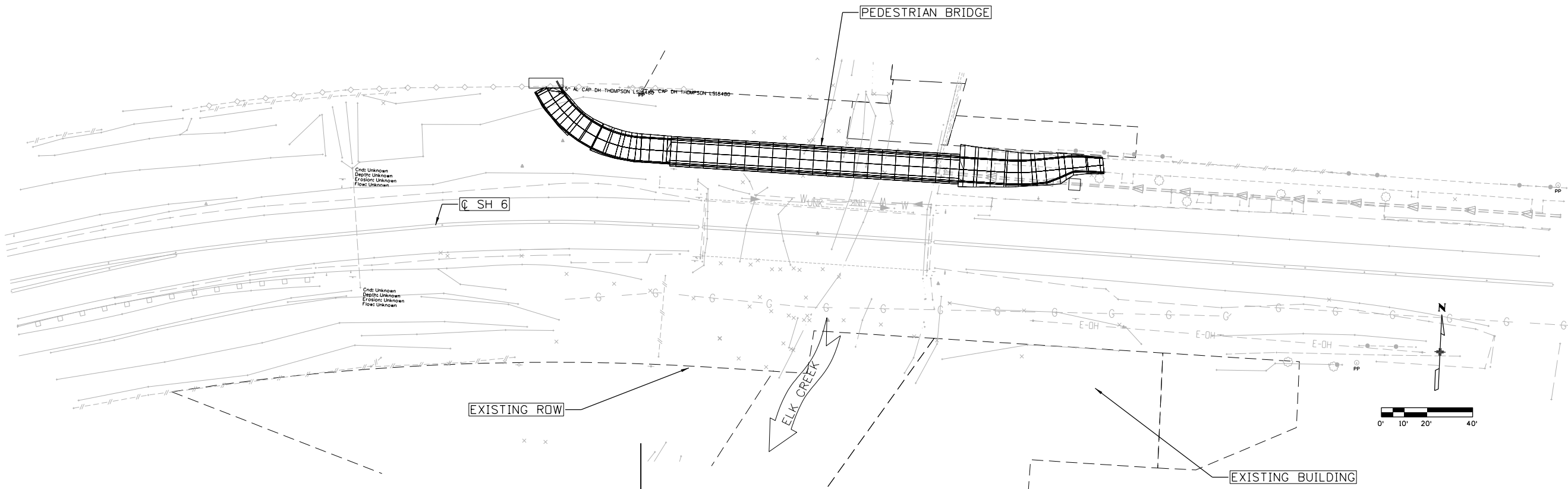
JDC

As Constructed
No Revisions:
Revised:
Void:

TYPICAL SECTIONS			
Designer:	Structure Numbers	F-06-A	
Detailer:			
Sheet Subset:	Subset Sheets:	3 of 3	

Project No./Code
FBR 0063-066
24493
Sheet Number 5

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All seals for this set of drawings are applied to the cover page(s)

Print Date: 9/9/2026
File Name: 24493 Pedestrian Plan and Profile with extension.dgn
Horiz. Scale: 1"=40' Vert. Scale: As Noted
Unit Information

Sheet Revisions		
Rev.	Comments	Init.

Colorado Department of Transportation
280 Centennial St
Glenwood Springs, CO 81601
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As Constructed
No Revisions:
Revised:
Void:

PEDESTRIAN
PLAN/PROFILE

Designer: JS
Detailer: JS
Sheet Subset:
Structure Numbers
Subset Sheets:

Project No./Code
FBR 0063-066
24493
Sheet Number

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INITIALS	DESIGN	DATE	DETAIL	DATE	QUANTITY	DATE
Designed By						
Checked By						

TABULATION OF SIDEWALK

NOTES													
STATION	OFFSET	202-00200	304-06000	514-00000	608-00000	621-00650	COMMENTS						
		REMOVAL OF SIDEWALK	AGGREGATE BASE COURSE (CLASS 6)	PIPE RAILING	CONCRETE SIDEWALK	PEDESTRIAN STAIR STRUCTURE							
		SY	TON	LF	SY	LS							
		Plan	As Built	Plan	As Built	Plan	As Built	Plan	As Built	Plan	As Built		
11+62 - 11+82	LT			27.9				71.4					Extension to edge of ROW, 64.25' less orginal sidewalk length on west side of bridge
11+82 - 12+12	LT	9		11.0				33.3					
12+12 - 13+47	LT												
13+47 - 14+04	LT	57		20.5		20		62.2					
14+32	LT									1			
CARRIED TO TABULATION OF SURFACING				59.5									
PROJECT TOTAL =		66				20		166.9		1			

NOTES: 1. STATION LISTED IS HIGHWAY STATION, OFFSET GIVEN IN DIRECTION OF HIGHWAY STATIONING.

All seals for this set of drawings are applied to the cover page(s)

Print Date: 9/9/2026
File Name: 24493_DES_TABS_EARTH_SURF_RAIL
Horiz. Scale: 1"=XX' Vert. Scale: As Noted
Unit Information XXX

Sheet Revisions			
NO.	DATE	DESCRIPTION	INIT.
001			
002			
003			

Colorado Department of Transportation



280 Centennial St
Glenwood Springs, CO 81601
Phone: 970-384-3335
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Region 3 Glenwood Springs

JDC

As Constructed

No Revisions:

Revised:

Void:

TABULATION OF SIDEWALK

Designer: JAS
Detailer: JAS

Structure Numbers

F-06-A

Sheet Subset:

Subset Sheets: 1 of 1

Project No./Code

FBR 0063-066

24493

Sheet Number

Use of Physical Intervention and Restraint

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

DEFINITIONS

Corporal Punishment means the willful infliction of, or willfully causing the infliction of, physical pain on a child. *Corporal Punishment is never to be used.*

Emergency means a serious, probable, imminent threat of bodily harm to self or others when there is the present ability to affect such bodily harm.

Restraint means any method or device that is used to limit a student's voluntary freedom of movement, including seclusion, chemical restraint, mechanical restraint, and physical restraint.

Chemical Restraint means the involuntary administration of medication to a student for the purpose of restraining a student and does not include administering prescription medication or medication for voluntary or life-saving medical procedures. *Chemical Restraint is never to be used.*

Mechanical Restraint means a physical device used to restrict a student's voluntary freedom of movement or the movement or normal function of a portion of their body, and does not include (1) devices recommended by the student's physician, occupational or physical therapist, IEP, or 504 Team, (2) protective devices used to prevent a student from self-harm as agreed on by the student's IEP or 504 Team, (3) an adaptive device that is used to facilitate instruction or therapy recommended by the student's physician, occupational or physical therapist and is agreed to for use by the student and the student's IEP or 504 Team, or (4) a positioning or securing device used to facilitate the student's medical treatment as recommended by the student's physician, occupational or physical therapist, IEP, or 504 Team.

Physical Restraint means the use of bodily physical force to limit a student's voluntary freedom of movement for more than one minute. Physical restraint does not include a physical intervention administered on a student that lasts one minute or less for the protection of a student, others, or property. It also does not include the holding of a student for the purpose of calming the student, minimal physical contact for the purpose of escorting a student or assisting the student with a task.

Prone Restraint means a restraint in which the student who is being restrained is secured in a face-down position.

Seclusion is a form of restraint and means (1) the placement of a student, (2) alone in a room or area, (3) from which egress is prevented. *Seclusion does not include time out.*

Time Out is the removal of a student from a potentially rewarding situation and does not prevent a student's egress.

RESTRAINT

The use of restraint on a student of the District is prohibited when the student is on District property, participating in an off-campus activity, or event sponsored by the District, except in the following situations:

Deadly Weapon. The use of mechanical, physical, or prone restraints is permitted on a student who openly displays a deadly weapon.

Emergency. The use of physical restraint or seclusion is permitted in an emergency (1) after the failure of less restrictive alternatives, or (2) after the determination that less restrictive alternatives would be inappropriate or ineffective during the emergency.

Property Damage. If property damage may be involved, restraint may only be used when the destruction of property (1) could result in a serious, probable, imminent threat of bodily harm to the individual or another person, and (2) the student is able to effect such bodily harm.

Restraint must not be used as a form of punishment, treatment as a way to modify behavior, or as retaliation. Any District or District Employee who uses physical restraint must ensure that the restraint does not place excess pressure on the student's chest or back or inhibit or impede the student's ability to breathe; and during the restraint the student's breathing must not be compromised. The student must be released from the restraint within fifteen minutes after the initiation of the restraint, except when it would be unsafe to do so.

SECLUSION

If a District uses a room for seclusion, there must be at least one window to monitor the student when the door is closed. If a window is not feasible, monitoring must be done with a video camera. A room used for seclusion must be a safe space free from injurious items. The room must not be used by school staff for storage, custodial purposes, or office space. A student placed in seclusion must be continually monitored and provided relief periods from seclusion for reasonable access to the restroom.

USE OF RESTRAINT BY A SCHOOL RESOURCE OFFICER OR LAW ENFORCEMENT

An armed security officer or certified peace officer may use mechanical or prone restraints only if the officer (1) has received documented training in defensive tactics utilizing handcuffing procedures, (2) has received documented training in restraint tactics utilizing prone restraint, and (3) has made a referral to a law enforcement agency and is making an arrest or is referring to law enforcement to make an arrest.

A school resource officer or law enforcement officer acting in his/her official capacity on District property may use a mechanical, physical, or prone restraint on a student if there is a danger to the student or others, or during a custodial arrest that requires transport.

(Adoption date)

LEGAL REFERENCES:

C.R.S. [18-1-703](#) *(use of physical force by those supervising minors)*
C.R.S. [18-1-901](#) (3)(e) *(definition of a deadly weapon)*
C.R.S. [18-6-401](#) (1) *(definition of child abuse)*
C.R.S. [19-1-103](#) (1) *(definition of abuse and neglect)*
C.R.S. [22-1-140](#) *(definition of corporal punishment, and prohibition against volunteers or employees from imposing corporal punishment on a child)*
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)(D) *(policy required as part of safe school's plan)*
C.R.S. [22-32-109.1](#) (2)(a)(I)(L) *(policies for use of restraint and seclusion on students and information on the process for filing a complaint regarding the use of restraint or seclusion shall be included in student conduct and discipline code)*
C.R.S. [22-32-109.1](#) (2)(a)(D) *(prohibition against corporal punishment shall be included in student conduct and discipline code)*
C.R.S. [22-32-109.1](#) (9) *(immunity provisions in safe school's law)*
C.R.S. [22-32-147](#) *(use of restraints on students)*
C.R.S. [26-20-101](#) *et seq. (Protection of Persons from Restraint Act)*
1 CCR [301-45](#) *(State Board of Education rules for the Administration of the Protection of Persons from Restraint Act)*

[Revised July 2026]

(Adoption date)

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1 CCR [301-45](#) (*State Board of Education rules for the Administration of the Protection of Persons from Restraint Act*)

[Revised July 2026]

Physical Intervention

~~Corporal punishment shall not be administered to any student by any district employee or volunteer, in accordance with state law.~~

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

- ~~1. To quell a disturbance threatening physical injury to the student or others.~~
- ~~2. To obtain possession of weapons or other dangerous objects upon or within the control of the student.~~
- ~~3. For the purpose of self-defense.~~

- ~~4. For the protection of persons against physical injury or to prevent the destruction of property, which could lead to physical injury to the student or others.~~

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

Restraint

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

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

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

~~District employees shall not use restraint as a form of discipline or to control or gain compliance from a student. District employees are also prohibited from restraining a student by use of a prone restraint, mechanical restraint, or chemical restraint, as those terms are defined by applicable state law and this policy's accompanying regulation.~~

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

Use of Mechanical or Prone Restraints:

~~The prohibition on the use of mechanical or prone restraints in this policy and accompanying regulation shall not apply to:~~

- ~~1. Certified peace officers or armed security officers working in a school and who meet the legal requirements of C.R.S. 26-20-111 (3); however, no law enforcement officer or armed security official shall use handcuffs on any students unless the student poses an immediate danger to themselves or others or if handcuffs are solely used during a custodial arrest requiring transport.~~
- ~~2. When the Student is openly displaying a deadly weapon, as defined in C.R.S. 18-1-901 (3)(e).~~

Adopted: November 27, 2007
Revised: October 23, 2012
Revised: December 12, 2017

LEGAL REFS.: C.R.S. 18-1-703 (*use of physical force by those supervising minors*)
C.R.S. 18-1-901 (3)(e) (*definition of a deadly weapon*)
C.R.S. 18-6-401 (1) (*definition of child abuse*)
C.R.S. 19-1-103 (1) (*definition of abuse and neglect*)
C.R.S. 22-32-109.1 (2)(a) (*adoption and enforcement of discipline code*)
C.R.S. 22-32-109.1 (2)(a) (I)(D) (*policy required as part of safe schools plan*)
C.R.S. 22-32-109.1 (9) (*immunity provisions in safe schools law*)
C.R.S. 22-32-109.1 (2)(a)(i)(I) (*policies for use of restraint and seclusion on students and information on the process for filing a complaint regarding the use of restraint or seclusion shall be included in student conduct and discipline code*)
C.R.S. 26-20-102 *et seq.* (*protection of persons from restraint*)
C.R.S. 22-32-147n (*Use of restraints on students*)
1 CCR 301-45 (*State Board of Education rules for the Administration of the Protection of Persons from Restraint Act*)

Garfield School District No. Re-2, Rifle, Colorado

Procedure for the Use of Physical Intervention and Restraint

NOTE: Colorado school districts are required by law to adopt a policy and procedures for the use of reasonable and appropriate physical intervention and the law contains some specific direction as to the content or language. This sample contains the content/language that CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

DUTIES RELATED TO RESTRAINT

A District, or District Employee, who uses restraint must adhere to the restrictions outlined in policy JKA. In addition, any District Employee who uses restraint of any form, must be appropriately trained and follow the notification and documentation guidelines.

TRAINING

A District that uses restraint must ensure that all District Employees and agents using restraint in its facilities or programs are trained. Training must include:

1. The appropriate use of restraint;
2. Methods to explain the use of restraint to the student who is restrained and the student's family;
3. A continuum of prevention techniques;
4. Environmental management;
5. A continuum of de-escalation techniques;
6. Nationally recognized physical management and restraint practices, including, but not limited to, techniques that allow restraint in an upright or sitting position and information about the dangers created by prone restraint;
7. Appropriate documentation and notification procedures, including monitoring and recording the time duration of a restraint or seclusion; and
8. Retraining must occur at a frequency of at least every two years.

DOCUMENTATION AND NOTIFICATION

All Restraints. If a District Employee uses a restraint on a student, the Employee is required to submit a written report of the incident to the District no later than one school day after the incident occurred.

Physical Restraint, more than one minute but less than five minutes. If a physical restraint is used for more than one minute, but less than five minutes, the District must provide written notice on the day of the restraint to the parent or legal guardian of the student.

1. The written notice must include (1) the date, (2) the name of the student, and (3) the number of restraints used that day that lasted between one and five minutes.

Physical Restraint, five minutes or more, and any Seclusion. If a physical restraint is used for five minutes or more, or if the student is placed in seclusion for any length of time, the District must provide verbal or written notice on the day of the physical restraint or seclusion to the parent of the student. The District will also mail or email a written report of the incident to the parent of the student not more than five calendar days after the use of the restraint or seclusion on the student. The written report of the use of restraint must be placed in the student's confidential file and include:

1. The antecedent of the student's behavior, if known;
2. A description of the incident;
3. Any efforts made to deescalate the situation;
4. Any alternatives to the use of restraint that were attempted;
5. The type and duration of the restraint used;
6. Any injuries that occurred;
7. The names of the District Employees, or agents, who were present, and District Employees, or agents, who were involved in administering the restraint;
8. The start and end time of the restraint;
9. Details concerning the notification provided to the parent or legal guardian; and
10. For seclusion, details concerning whether the door was opened or closed.

Review of Physical Restraint, five minutes or more, and any Seclusion. When District Staff complete the written report described above, they should also review to assure that appropriate procedures were followed and to minimize use of restraint in the future, when possible. Such staff review should include:

1. Ensuring there is follow up communication with the student and their parent or legal guardian;
2. Considering whether alternative strategies could have been used; and
3. Recommending adjustment of procedures, if appropriate.

If there is a reasonable probability that a physical restraint or seclusion may be used with a specific student, the District will provide written notice to the parent or legal guardian, and if appropriate, to the student, regarding (1) physical restraint or seclusion procedures that may be used, (2) the circumstances in which physical restraint or seclusion might be used, and (3) the District Employees or agents who may be involved. A parent who receives such notification from the District may choose to request a meeting to discuss the written notice, in which case the District must meet with the parents.

ANNUAL REVIEW OF THE USE OF RESTRAINT

Each District will establish an annual review process and document the results of each review in writing. The purpose of the annual review is to ensure the proper administration of restraint, minimizing and preventing the use of restraint by increasing the use of positive behavior interventions, and reducing the incident of injury to students, District Employees, and agents. The review process must include, but is not limited to:

1. An analysis of incident reports, including consideration of procedures used during the restraint, preventative or alternative techniques attempted, documentation, and follow up;
2. Training needs of District Staff;
3. Staff to student ratios; and
4. Environmental considerations, including physical space, student seating arrangements, and noise levels.

For a charter school authorized by the District, the data and the written review must be integrated into the annual review of the authorizing District.

ANNUAL REPORTING

No later than June 30th of each year, the District will submit in a report to the Department of Education the information from the Annual Review listed above, and the following data on restraints used by District Employees or agents:

1. The total number of physical restraints lasting more than one minute but less than five minutes;
2. The total number of physical restraints lasting five minutes or more;
3. The total number of students who experienced at least one physical restraint lasting more than one minute but less than five minutes;
4. The total number of students who experiences at least one physical restraint lasting five minutes or more;
5. The total number of students who experienced at least one seclusion;
6. The total number of seclusions;
7. The total number of mechanical restraints;
 - a. Within the total number of mechanical restraints, how many were restraints using handcuffs; and
8. The total number of prone restraints.

The District should track restraints in their District Schools, Charter Schools authorized by the District, and any separate school operated by the District for students with disabilities. Districts are not required to track restraints for students at a facility school. Districts may have additional reporting requirements under law or contract.

(Adoption date)

A. Definitions

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

~~1. "Restraint" means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force and seclusion.~~

~~2. "Physical restraint" means the use of bodily, physical force to involuntarily limit an individual's freedom of movement. "Physical restraint" does not include:~~

~~a. holding of a student for less than one minute by a staff person for the protection of the student or others;~~

~~b. brief holding of a student by one adult for the purpose of calming or comforting the student;~~

~~c. minimal physical contact for the purpose of safely escorting a student from one area to another;~~

~~d. minimal physical contact for the purpose of assisting the student in completing a task or response.~~

~~3. "Mechanical restraint" means a physical device used to involuntarily restrict the movement of a student or the movement or normal function of the student's body. "Mechanical restraint" does not include:~~

~~a. devices recommended by a physician, occupational therapist or physical therapist and agreed to by a student's IEP team or Section 504 team and used in accordance with the student's Individualized Education Program (IEP) or Section 504 plan;~~

~~b. protective devices such as helmets, mitts, and similar devices used to prevent self-injury and in accordance with a student's IEP or Section 504 plan;~~

~~c. adaptive devices to facilitate instruction or therapy and used as recommended by an occupational therapist or physical therapist, and consistent with a student's IEP or Section 504 plan; or~~

~~d. positioning or securing devices used to allow treatment of a student's medical needs.~~

~~4. "Chemical restraint" means administering medication to a student (including medications prescribed by the student's physician) on an as-needed basis for the sole purpose of involuntarily limiting the student's freedom of movement. "Chemical restraint" does not include:~~

- ~~a. prescription medication that is regularly administered to the student for medical reasons other than to restrain the student's freedom of movement (e.g. Asthma-cort, medications used to treat mood disorders or ADHD, Glucagon); or~~
- ~~b. the administration of medication for voluntary or life-saving medical procedures (e.g. EpiPens, Diastat).~~

~~5. "Prone restraint" means a restraint in which the student being restrained is secured in a prone (i.e., face-down) position.~~

~~6. "Seclusion" means the placement of a student alone in a room from which egress is involuntarily prevented. "Seclusion" does not mean:~~

- ~~a. placement of a student in residential services in the student's room for the night; or~~
- ~~b. time-out.~~

~~7. "Time-out" is the removal of a student from potentially rewarding people or situations. A time-out is not used primarily to confine the student, but to limit accessibility to reinforcement. In time-out, the student is not physically prevented from leaving the designated time-out area and is effectively monitored by staff.~~

~~8. "Emergency" means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situations in which the student creates such a threat by abusing or destroying property.~~

~~9. "Bodily injury" means physical pain, illness or any impairment of physical or mental condition as defined in G.R.S. [18-1-901](#) (3)(e).~~

~~10. "State Board Rules" mean the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, 1 CCR [301-45](#).~~

~~11. "Parent" shall be as defined by the State Board rules.~~

~~B. Basis for use of restraint~~

~~Restraints shall only be used:~~

- ~~1. In an emergency and with extreme caution; and~~
- ~~2. After:~~

~~a. the failure of less restrictive alternatives (such as Positive Behavior Supports, constructive and non-physical de-escalation, and re-structuring the environment); or~~

~~b. a determination that such alternatives would be inappropriate or ineffective under the circumstances.~~

~~3. Restraints shall never be used as a form of discipline or to control or gain compliance of a student.~~

~~4. School personnel shall:~~

~~a. use restraints only for the period of time necessary and using no more force than necessary; and~~

~~b. prioritize the prevention of harm to the student.~~

~~G. Duties related to the use of restraint -- general requirements~~

~~When restraints are used, the district shall ensure that:~~

~~1. no restraint is administered in such a way that the student is inhibited or impeded from breathing or communicating;~~

~~2. no restraint is administered in such a way that places excess pressure on the student's chest, back, or causes positional asphyxia;~~

~~3. restraints are only administered by district staff who have received training in accordance with the State Board rules;~~

~~4. opportunities to have the restraint removed are provided to the student who indicates he/she is willing to cease the violent or dangerous behavior;~~

~~5. when it is determined by trained district staff that the restraint is no longer necessary to protect the student or others (i.e. the emergency no longer exists), the restraint shall be removed; and~~

~~6. the student is reasonably monitored to ensure the student's physical safety.~~

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

~~D. Proper administration of specific restraints~~

~~1. Chemical restraints shall not be used.~~

~~2. Mechanical and prone restraints shall not be used, except in the limited circumstances permitted by state law and described as exceptions in the accompanying policy.~~

~~3. Physical restraint~~

~~a. A person administering the physical restraint shall only use the amount of force necessary to stop the dangerous or violent actions of the student.~~

~~b. A restrained student shall be continuously monitored to ensure that the breathing of the student in such physical restraint is not compromised.~~

~~c. A student shall be released from physical restraint within fifteen minutes after the initiation of the restraint, except when precluded for safety reasons.~~

~~4. Seclusion~~

~~a. Relief periods from seclusion shall be provided for reasonable access to toilet facilities.~~

~~b. Any space in which a student is secluded shall have adequate lighting, ventilation and size and shall not be any space used by school staff for storage, custodial purposes, or office space~~

~~c. Any space used for student seclusion must have at least one window to monitor students when the door is closed. If an adequate space with a window is not feasible, video camera monitoring must be possible. Continuous monitoring is required throughout the time a student is secluded.~~

~~d. The space must be a safe space free of injurious items.~~

E. Notification requirements

~~1. If there is a reasonable probability that restraint might be used with a particular student, appropriate school staff shall notify, in writing, the student's parents, and, if appropriate, the student of:~~

~~a. the restraint procedures (including types of restraints) that might be used;~~

~~b. specific circumstances in which restraint might be used; and~~

~~c. staff involved.~~

~~2. For students with disabilities, if the parents request a meeting with school personnel to discuss the notification, school personnel shall ensure that the meeting is convened.~~

~~3. The required notification may occur at the meeting where the student's behavior plan or IEP is developed/reviewed.~~

~~F. Documentation requirements~~

- ~~1. If restraints are used, a written report shall be submitted within one school day to school administration.~~
- ~~2. The school principal or designee shall verbally notify the parents as soon as possible but no later than the end of the school day that the restraint was used.~~
- ~~3. If a student is restrained for more than one, but less than five minutes, written notice must be given to the student's parent or legal guardian on the day of the restraint. The written notice shall include the date of restraint, student's name, and the number of times the student was restrained that day.~~
- ~~4. If a student is restrained for five minutes or more, a written report based on the findings of the staff review required by paragraph G. below shall be emailed, faxed or mailed to the student's parent within five calendar days of the use of restraint. The written report of the use of restraint shall include:~~
 - ~~a. the antecedent to the student's behavior if known;~~
 - ~~b. a description of the incident;~~
 - ~~c. efforts made to de-escalate the situation;~~
 - ~~d. alternatives that were attempted;~~
 - ~~e. the type and duration of the restraint used;~~
 - ~~f. injuries that occurred, if any; and~~
 - ~~g. the staff present and staff involved in administering the restraint.~~
- ~~5. A copy of the written report on the use of restraint shall be placed in the student's confidential file.~~

~~G. Review of specific incidents of restraint~~

- ~~1. The district shall ensure that a review process is established and conducted for each incident of restraint used. The purpose of this review shall be to ascertain that appropriate procedures were followed and to minimize future use of restraint.~~
- ~~2. The review shall include, but is not limited to:~~
 - ~~a. staff review of the incident;~~
 - ~~b. follow up communication with the student and the student's family;~~
 - ~~c. review of the documentation to ensure use of alternative strategies; and~~

- ~~d. recommendations for adjustment of procedures, if appropriate.~~
- ~~3. If requested by the district or the student's parents, the district shall convene a meeting to review the incident. For students with IEPs or Section 504 plans, such review may occur through the IEP or Section 504 process.~~

~~H. General review process~~

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

~~I. Staff training~~

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

~~f. appropriate documentation and notification procedures.~~

~~3. Retraining shall occur at a frequency of at least every two years.~~

(Adoption date)

[Revised February 2023]

COLORADO SAMPLE REGULATION 2000©

File: JKA-E-1

Student Restraint Incident Report Form

Student: _____ School: _____

Date: _____ Time: _____

Location: _____

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

Witnesses (include names and titles):

Description of events immediately before the behavior occurred:

Efforts/alternatives made prior to the use of restraint:

____ Teaching interaction

____ Offered self-control strategy

____ Verbal de-escalation

____ Other(s) (please describe): _____

Type of restraint used: _____

Time restraint began: _____

Time restraint ended: _____

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

Resolution:

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

Injuries or property loss/damage:

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

Name and title of person writing report

Signature

Checklist

Date

Comments

If an injury to staff or student has occurred, submit student accident report and/or staff incident report.

Building principal or designee verbally notify parent by end of the school day that the restraint was used.

Conduct internal review of incident of restraint.

Review documentation to ensure use of alternative strategies and recommend adjustments to procedures, if appropriate.

If any restraint was used a written report of the incident was filled out no later than one school day after the incident.

If restraint was between one and five minutes, written notice given to parents on the day of the restraint

If restraint was five minutes or more or any seclusion, verbal or written notice given to parent on the day of restraint or seclusion, and written report emailed, mailed or faxed to parent within five calendar days of the use of restraint.

If requested by parents or the school, convene a meeting (that may be an IEP, BIP or 504 meeting) to review the incident.

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

(Issue date)

[Revised July 2026]

COLORADO SAMPLE EXHIBIT 2010©

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

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

FILING A COMPLAINT

~~2.07(1)~~ A student, parent or a parent or or a third party on behalf of the student or the student's parent legal guardian may file a complaint about the use of restraint or seclusion used by an a District Employee or Volunteer of a school or charter school of [a] school district or Board of Cooperative Services or any institute charter school by using the following procedures established under this section 2.07.

REQUIRED CONTENT OF THE COMPLAINT

The Complaint must contain the following information:

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

1. ~~2.07(2)(a)~~ A statement that the District Employee or Agent volunteer has violated a requirement regarding the use of restraints and an identification of the portion of the law or statute, rule, or regulation alleged to have been violated, if known by the complainant;
2. ~~2.07(2)(b)~~ The background information and The facts on which the Complaint is based that identify persons, actions and/or omissions; which should include (1) the names and positions of persons involved, (2) the date of the alleged violation, (3) the location of the alleged violation, and (4) a description of what happened;
3. ~~2.07(2)(c)~~ The name and the residential address of the child against whom the alleged violation occurred;
4. ~~2.07(2)(d)~~ The name of the school that the child was attending when the alleged violation occurred;
5. ~~2.07(2)(e)~~ proposed resolution of the problem to the extent known and available to the complainant at the time the Complaint is filed; to the alleged violation, if the complainant has a suggestion;
6. ~~2.07(2)(f)~~ The Complaint must allege that the violation(s) set forth in the Complaint occurred not more than one (1) year prior to the date that the Complaint is filed with the Colorado Department of Education (CDE);

7. ~~2-07(2)(g)~~ The signature and contact information (minimally, address and telephone number) for the complainant; and

8. ~~2-07(2)(h)~~ Written verification in a cover letter accompanying the Complaint that a complete copy of the Complaint and any attachments have also been mailed, hand-delivered, or delivered by other secure method to the **District** ~~public education agency (i.e. a school district, BOGES, or the Charter School Institute)~~ serving the child.
~~2-07(3)~~ The Complaint, including any attachments, must be mailed, hand-delivered or **delivered by other secure method to the IDEA State Complaints:**

State Complaints Officer
Colorado Department of Education
Office of Special Education, Dispute Resolution
201 East Colfax Avenue
Denver, Colorado 80202

~~Delivered, or delivered by other secure method to the IDEA State Complaints:~~
~~IDEA Part B State Complaints Officer, Colorado Department of Education~~

~~Exceptional Student Leadership Unit,~~
~~Dispute Resolution Office~~
~~1560 Broadway, Suite 1175~~
~~Denver, Colorado 80202~~

Additionally, as noted in paragraph ~~2-07(2)(h)~~ above, a complete copy of the Complaint, including any attachments, must also be mailed, hand-delivered, or delivered by other secure method to the **District** ~~public education agency (i.e. a school district, BOGES or the Charter School Institute)~~ serving the child.

~~2-07(4)~~ COMPLAINTS INVOLVING CHILDREN WITH DISABILITIES

~~2-07(4)(a)~~ If the State Complaints Officer determines that the Complaint alleges a violation of the IDEA or its implementing regulations in ~~34 CFR Part 300~~, then the Complaint shall **will** be processed through CDE's IDEA ~~dispute resolution~~ **state complaint** process. In these cases, the State Complaints Officer shall also have the authority to investigate and process a Complaint alleging improper use of seclusion and restraints in accordance with the timelines and procedures outlined in these rules.

~~2-07(4)(b)~~ If the State Complaints Officer determines that the Complaint does not meet the criteria **for a violation of the IDEA and its implementing regulation** ~~under section 2-07(4)(a)~~, he or she shall **must** refer the Complaint to the Restraint Complaints Officer (RCO) within five (5) calendar days of receiving the Complaint and shall notify the complainant in writing of this referral.

~~2-07(4)(e)~~ Nothing in this subsection shall require the complainant to submit an additional

Complaint directly to the RCO.

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

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

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

~~2.07(6)(b)~~ Notify, by certified or overnight mail, the ~~public education agency~~ **District** of (1) each and every allegation contained in the Complaint together with a complete copy of the Complaint; and (2) ~~2.07(6)(c)~~ Initiate an investigation concerning the allegations contained in the Complaint.

~~2.07(7)~~ **COMPLAINT TIMELINES:**

~~2.07(7)(a)~~

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

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

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

The Response and Reply must be delivered by 5:00 p.m. on the date due to the office of

the RCO and not merely postmarked by the due date. If the Response or Reply is untimely, the RCO may, within ~~his or her~~ **their** sole discretion, refuse to consider the late document.

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

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

~~2.07(8)~~ **COMPLAINT INVESTIGATION**

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

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

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

~~2.07(9)~~ **COMPLAINT RESOLUTION**

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

~~2.07(9)(b)~~ The RCO shall have no authority to require corrective action by the public education agency, including but not limited to compensatory education for the child who is

the subject of the complaint, monetary reimbursement, or attorney fees.

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

Adopted: February 27, 2018

Garfield School District No. Re-2 Rifle, Colorado

~~Purchasing Procedures Including Federal Procurement~~

~~Effective purchasing responsibility requires planning, scheduling, research, and selection both to produce quality and source of supply. Follow-up and inspection procedures shall be used to ensure proper delivery, quality, and quantity of ordered foods before they are accepted.~~

~~All supplies shall be requisitioned through the appropriate administrator. The superintendent shall be responsible for establishing procedures for the requisition of all goods and services.~~

~~No purchase orders shall be issued unless sufficient funds are available in an appropriate account or prior approval has been received.~~

~~All ordered goods, whether ordered online or through other methods, must have the goods shipped to a District address. Once the goods are received, a packing slip should be verified against merchandise to ensure all merchandise was received and then later included and matched with the invoice.~~

~~Competition by vendors shall be encouraged. Competition is defined as the effort by two or more parties acting independently to secure the business of the school district by offering the most favorable terms.~~

~~The building administrator or unit director shall be responsible for buying the proper product for the specified purpose without favor or prejudice.~~

~~The school district may request performance guarantees from vendors and establish administrative guidelines for implementing these guarantees.~~

~~The district shall cooperate with trade and industrial associations and governmental and private agencies in the formulation and development of sound business methods toward the fostering and promotion of fair, ethical, and legal trade practices.~~

~~Soliciting price quotations~~

~~When feasible, quotations should be obtained on all purchases of goods and services for the school district except for professional services, educational workbooks, textbooks, library books, expendable science and art supplies, and other such items.~~

~~Price quotations and bid requirements are outlined in Policy DJE, as well as an internal bidding policy. When it is required under the bidding policy to solicit price~~

~~quotes or bids, the bids or quotes shall be documented when the paperwork for payment is sent to Accounts Payable.~~

FEDERAL PROCUREMENT

This policy and its accompanying regulation ~~(DJB-R)~~ shall apply to the purchase of services, supplies, equipment, or other property with federal funds that are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy or its accompanying regulation conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR, or other applicable federal law, the mandatory provisions of such laws shall be controlled. control.

District Employees shall follow Board policy concerning Employee purchasing authority when making any purchase with federal funds and shall **must** obtain prior Board approval in those instances when it is required by Board policy. District Employees shall **must** also follow applicable state law and Board policy concerning competitive bidding, to the extent state law and/or Board policy establish additional requirements **or procedures-including conduct criminal background checks for any person providing direct services to students pursuant to a written contract- - that do not conflict with this** ~~are not inconsistent with this~~ policy and its accompanying regulation.

Federal Micro-purchases ~~(less than \$3,500)~~ (LESS THAN \$15,000)

A “**Micro-Purchase**” is a purchase ~~that, in an aggregate amount, is less than \$3,500.~~ **Of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro purchase threshold.**

Micro-purchases may be made or awarded without soliciting competitive quotations to the extent District Staff determines that the cost of the purchase is reasonable. For purposes of this policy, “reasonable” means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified, and such suppliers offer effectively equivalent rates, prices, and other terms.

~~Small purchases (\$3,500 to under \$150,000)~~

FEDERAL SIMPLIFIED ASQUISITION THRESHOLD (\$15,000 TO UNDER \$350,000)

~~A “small purchase” is a purchase that, in an aggregate amount, is \$3,500 or more but less than \$150,000.~~

~~For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources, as detailed in this policy's accompanying regulation, unless:~~

~~1. for relying on procurement by a noncompetitive proposal (i.e., "single source" procurement); or~~

~~2. the district elects to use a more formal competitive bid or request for proposal process.~~

~~Large purchases (\$150,000 or more)~~

~~A large purchase is a purchase that, in an aggregate amount, is \$150,000 or more.~~

~~The district shall conduct a cost or price analysis for large purchases that, at a minimum, include making an independent estimate before receiving bids or proposals (including noncompetitive proposals). A cost analysis means evaluating the separate cost elements that make up the price. A price analysis means evaluating the total price without looking at the individual cost elements.~~

~~Whenever appropriate and relevant to the specific transaction, the cost analysis may include life cycle cost estimates, which shall then be incorporated into any solicitations of bids or proposals.~~

Simplified Acquisition Threshold means the dollar amount below which a non-federal entity may purchase property or services using small purchase methods. Non-federal entities adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold.

For small purchases, price or rate quotes must be obtained in advance from a reasonable number of qualified sources, as detailed in this policy's accompanying regulation, unless:

1. A valid basis exists under the federal Uniform Grant Guidance for relying on procurement by a noncompetitive proposal (i.e., "single source" procurement); or

2. The District elects to use a more formal competitive bid or request for proposal process.

COMPETITIVE BIDDING THRESHOLD (\$350,000 OR MORE)

The District must conduct a cost or price analysis for purchases that exceed the Simplified Acquisition Threshold. At a minimum, this must include making an independent estimate before receiving bids or proposals (including noncompetitive proposals). A Cost Analysis means evaluating the separate cost elements that make up

the price. A Price Analysis means evaluating the total price, without looking at the individual cost elements.

Whenever appropriate and relevant to the specific transaction, the cost analysis may include life-cycle cost estimates which must then be incorporated into any solicitations of bids or proposals.

UNNECESSARY OR DUPLICATIVE ITEMS

The District ~~shall~~ **must** avoid the acquisition of unnecessary or duplicative items.

Consideration ~~shall~~ **must** also be given to consolidating or breaking out purchases to obtain a more economical purchase.

RECORD KEEPING

The District ~~shall~~ **must** maintain records sufficient to detail the history of procurements made with federal funds. These records may include, but not necessarily be limited to, the following: rationale for the method of procurement, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Retention of such procurement records shall be in accordance with applicable law and Board policy.

LEGAL REFERENCES.: 2 C.F.R. Part 200 Subpart D (*post-award requirements under the federal Uniform Grant Guidance*)

2 C.F.R. 200.318 (*general standards for procurement supported by federal funds*)

2 C.F.R. 200.319 (*written procurement standards required*)

2 C.F.R. 200.320 (*methods of procurement to be followed*)

2 C.F.R. 200.323 (*cost or price analysis*)

2 C.F.R. 200.333 (*record retention requirements*)

2 C.F.R. 200.336 (*access to records*)

7 C.F.R. 3016.36 (*USDA's procurement standards*)

7 C.F.R. 3016.37 (*USDA's procurement requirements for subgrants*)

34 C.F.R. Parts 75, 76 (*EDGAR - Education Department General Administrative Regulations*)

48 C.F.R. Subpart 2.1 (*micro-purchase and competitive bidding thresholds*)

C.R.S. 22-32-144 (4) (*Back ground check provision required in service contracts*)

CROSS REFS: BCB, School Board Member Conflict of Interest

DAC*, Federal Fiscal Compliance

DJ/DJA, Purchasing/Purchasing Authority

DJE, Bidding Procedures

DKC, Expense Authorization/Reimbursement (Mileage and Travel)

EHB, Records Retention

GBEA, Staff Ethics/Conflict of Interest
DJE, Bidding Procedures

NOTE: The federal government periodically adjusts the threshold amounts for federal procurement. This table lists the amounts effective as of October 2025:	
Procurement Method	Amount
Micro Purchase Threshold	\$15,000 or less
Simplified Acquisition Threshold (for small purchases)	\$15,000 - \$350,000
Competitive Bidding Threshold	\$350,000 or more
*Districts may self-certify a Micro-Purchase Threshold up to \$50,000	

Adopted: September 27, 1988

Revised: September 12, 1989

Revised: August 1994

Revised: January 24, 1995

Revised: August 22, 2011

Revised: April 26, 2016

Revised: May 23, 2017

Garfield School District No. Re-2, Rifle, Colorado

Reporting Child Abuse/Child Protection

It is the policy of the Board of Education that this ~~sSchool d~~District comply with the Child Protection Act.

To that end, any ~~School Official or~~ Employee who has reasonable cause to know or suspect that ~~any~~ child has been subjected to abuse or neglect ~~unlawful sexual contact~~ or who has observed the ~~any~~ child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by ~~statute, state law~~ shall ~~must~~ immediately upon receiving such information report or cause a report to be made to the appropriate county department of social services or local law enforcement agency: ~~in accordance with the accompanying regulation to this policy (JLF-R)~~. Failure to report promptly may result in civil and/or criminal liability. A person who reports child abuse or neglect in good faith is immune from civil or criminal liability.

~~The Board shall provide periodic inservice programs for all teachers in order to provide them with information about the Child Protection Act, to assist them in recognizing and reporting instances of child abuse and to instruct them on how to assist victims and their families.~~

~~School employees and officials shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school official or employee to prove that the child has been abused or neglected.~~

~~Sections of the Child Protection Act grant to school employees and other persons who report or investigate instances of child abuse immunity from any liability that might otherwise be incurred except for making maliciously false statements.~~

Reports of child abuse or neglect, the name and address of the child, family or informant or any other identifying information in the ~~are considered confidential and are not public information~~.report shall be kept in complete confidence no matter the outcome of the investigation.

The Board must provide periodic in-service programs for all teachers in order to provide them with information about the Child Protection Act, to assist them in recognizing and reporting instances of child abuse, and to instruct them on how assist victims and their families.

The Superintendent ~~shall~~ will submit such procedures as are necessary to the Board for approval to accomplish the intent of this policy.

Adopted: April 25, 1989
Revised: April 9, 1991
Revised: June 26, 2001
Revised: November 27, 2007

LEGAL REFERENCES: C.R.S. 19-1-103 (1) *(definition of child abuse or neglect)*
C.R.S. 19-3-102 & 103 *(definition of neglected or dependent child)*
C.R.S. 19-3-304 *(persons required to report abuse)*
C.R.S. 19-3-307 *(reporting procedures)*
C.R.S. 19-3-309 *(immunity from liability for persons reporting)*
C.R.S. 22-32-109 (1)(z) *(providing inservice for teachers)*

CROSS REFS.: GBEB, Staff Conduct
GBGB, Staff Personal Security and Safety

Garfield School District No. Re-2, Rifle, Colorado

Reporting Child Abuse / **AND** Child Protection **PROCEDURES**

1. ~~Definition of Abuse or Neglect~~ **DEFINITIONS**

Child **A**buse or **N**eglect is defined in law as “an act or omission which seriously threatens the health or welfare of a child.” Specifically, this refers to:

1. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
2. Any case in which a child is subject to unlawful sexual behavior as defined in state law.
3. Any case in which a child is in need of services because the child's parents, legal guardians or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.
4. Any case in which a child is subjected to emotional abuse which means an identifiable and substantial impairment of the child's intellectual or psychological functioning or development or a substantial risk or impairment of the child's intellectual or psychological functioning or development.
5. Any act or omission described as **N**eglect in state law as follows:
 - a) A parent, guardian or legal custodian has abandoned the child or has subjected him or her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.
 - b) The child lacks proper parental care through the actions or omissions of the parent, guardian, or legal custodian.
 - c) The child's environment is injurious to his or her welfare.

- d) A parent, guardian, or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care, or any other care necessary for his or her health, guidance, or well-being.
- e) The child is homeless, without proper care or not domiciled with his or her parent, guardian, or legal custodian through no fault of such parent, guardian, or legal custodian.
- f) The child has run away from home or is otherwise beyond the control of his or her parent, guardian, or legal custodian.
- g) A parent, guardian or legal custodian has subjected another child or children to an identifiable pattern of habitual abuse and the parent, guardian or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegations of sexual or physical abuse or has determined that such parent's, guardian's or legal custodian's abuse or neglect caused the death of another child; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

2. Reporting Requirements

Any school District Employee who has reasonable cause to know or suspect that any child is subjected to abuse neglect, unlawful sexual contact, or who has observed any child being subjected or to conditions that might result in abuse or neglect as defined by state law must report or cause a report to be made as soon as reasonably possible, but no later than twenty-four hours after receiving the information. The report should be made to the appropriate conditions that might result in abuse or neglect must immediately, upon receiving such information, report such fact to the Garfield County Department of Social Services, local law enforcement agency or the local police department. The employee must follow any oral report with a written report sent to the appropriate agency or through the statewide child abuse reporting hotline system. The Employee must follow any oral report with a written report sent to the appropriate agency. The obligation to report suspected abuse or neglect only applies to incidents of abuse or neglect that an individual learns about while acting in their official capacity.

No report of abuse or neglect will be made due to a family or child's race, ethnicity, socio-economic status, or disability status. Additionally, no report is required if the basis for the report arises from concerns due solely to any of the following criteria:

1. Socioeconomic status, which includes factors such as inadequate housing, furnishings, income, clothing; or
2. Disability.

In cases where the suspected or known perpetrator is a School Employee, the report should be made to the law enforcement agency. *(Reports made to social services will be referred to law enforcement.)*

If a child is in immediate danger, the Employee should call 911. "Immediate" refers to abuse that occurs in the Employee's presence or has just occurred.

The Employee reporting suspected abuse/neglect to social services or law enforcement officials must inform the School Principal as soon as possible, orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the School Official or Employee who had the original concern.

3. Contents of the Report

The following information should be included to the extent possible in the initial report:

- 1). Name, age, address, sex, and race of the child.
- 2). Name and address of the child's parents, guardians and/or persons with whom the ~~student~~ child lives.
- 3). Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- 4). The nature and extent of the child's injury or condition as well as any evidence of previous instances of known or suspected abuse or neglect of the child or the child's siblings, all with dates as appropriate.

- 5). The family composition, if known.
- 6). Any action taken by the person making the report.
- 7). Any other information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the School Official or Employee to conduct a preliminary non-investigative inquiry of any injury or injuries under the following circumstances:

- 1). School personnel may inquire of the child how the injury occurred. Leading and/or suggestive questions should be avoided. School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.
1. 2). A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an inquiry or from an explanation that does not fit the injury.
- 3). All efforts must be made to avoid duplicate or numerous interviews of the victim.

4. **AFTER FILING A REPORT**

After the report is made to the agency, District, and School Staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of

the School Staff to investigate the case. Therefore, the School Staff will not engage in the following activities:

- 1). Make home visits for investigative purposes.
- 2). Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- 3). Convey messages between the agency and the parents/guardians.

Authorized School and District personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

5. GUIDELINES FOR CONSIDERATION

- 1). If any School Employee has questions about the reasonable cause of child abuse and the need for making a report, the Employee may consult with the site administrator. If the site administrator is not available, a direct call to the county department of social services about concerns is advisable.

Note that consultation with another School Official or Employee will not absolve the School Official or Employee of the responsibility for reporting child abuse.

- 2). In an emergency situation requiring retention of the child at the school building due to fear that if released, the child's health or welfare might be in danger, it should be observed that only law enforcement officials have the legal authority to hold a child at school. Otherwise, a court order must be obtained to legally withhold a child from his or her parent or guardian.
- ~~e. When any school official or employee has a question about the thorough investigation of suspected abuse/neglect following the filing of a report, the employee or official should contact the superintendent or designee.~~
- ~~d. While all school officials and employees are reminded of their legal responsibility to report suspected cases of abuse or neglect, they may be assured that reports will be investigated by trained~~

~~professionals and that there are more supportive and therapeutic treatment alternatives available for parents/guardians, and/or other persons with whom the student lives than there have been in the past.~~

- ~~e. The confidential nature of information pertinent to child abuse or neglect cases is a matter to be emphasized both legally and humanely.~~

Approved: June 26, 2001
Revised: November 27, 2007

LEGAL REF.: C.R.S. 18-3-412.5 (1)(b) (*definition of unlawful sexual behavior*)

Garfield School District No. Re-2, Rifle, Colorado

Purchasing Procedures Including Federal Procurement PROCEDURES

Purchase orders

~~Written procedures will be maintained by the director of finance and approved by the auditor.~~

- ~~1. All purchase orders will be reviewed by the building administrator or director who will determine which items will be ordered. Should it be necessary to disapprove the purchase order, it will be returned to the person initiating the purchase order with an explanation.~~
- ~~2. All purchase orders must be filled out as completely as possible.~~
- ~~3. A separate purchase order must be filled out for each vendor.~~
- ~~4. The authorized administrator or director will signify approval of the order by signing it or approving it in the accounting system. Upon approval, the form will be distributed as per district practice.~~
- ~~5. Vendors will be selected from existing approved vendors. Requests for new vendors may be made to the finance director or designee.~~

Purchase commitments

~~Only authorized representatives of the district may approve an order number or obligate the district for the purchase of goods and services.~~

~~No purchases may be made without the proper requisition and authorized signature. No confirming or after the fact purchase authorization will be allowed.~~

~~Vendors who supply goods or services without proper authorization do so at their own risk. The district will not accept responsibility for bills incurred by individual employees who are not authorized to act on behalf of the Board of Education. Employees are forbidden to make purchases or order services in the name of the Garfield School District Re-2 without authorization.~~

Federal Procurement

“Single Source” Procurement

One or more of the following conditions justify procurement of a small or large purchase pursuant to a noncompetitive proposal (i.e., “single source” procurement):

1. The item is only available from a single source;
2. A public exigency or emergency exists and does not permit the delay that would result from a competitive solicitation;
3. After solicitation of a number of sources, the District determines that competition is inadequate or
4. The federal awarding agency or the state as the pass-through entity has expressly authorized noncompetitive proposals in response to a written request from the District.

The District shall **must** document the grounds for using a single-source procurement process in lieu of an otherwise required competitive method of procurement.

STANDARDS FOR OBTAINING PRICE OR RATE QUOTATIONS

The following standards apply to District procurement decisions that include the consideration of price or rate quotations:

1. Obtain at least two price or rate quotations that represent acceptable procurement options.
2. Price or rate quotations may be obtained from an online search, publicly advertised prices, written quotations prepared upon request or by documenting verbal quotations.
3. The specific price or rate quotation need not be the sole determining factor in the procurement decision if:

- a. Other relevant and material differences exist among the quotations (e.g., quality, functionality, vendor-supplied support services, life-cycle cost estimates, vendor experience in connection with the purchase of services, etc.) and
 - b. Such differences predominate over a strict cost comparison.
4. If the District determines that it is in the District's best interests to not select the lowest price or rate quotation based upon the criteria listed in the above paragraph, the reason for deviating from using cost as the determining factor shall be documented.

Additional standards applicable to procurements under the federal Uniform Grant Guidance

Unless expressly authorized by the federal Uniform Grant Guidance and/or other applicable federal law, the following standards shall will apply to District purchases made in whole or in part with federal funds:

1. The District shall will take affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps include but are not limited to, placing qualified small and minority businesses and women's business enterprises on solicitation lists and ensuring the small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
2. A time and materials contract may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk;
3. District procurement supported by federal funds may be subject to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The general requirements include procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative program for procurement of recovered materials as identified in Environment Protection Agency (EPA) guidelines.

Approved: September 27, 1988
Revised: September 12, 1989

File: DJB-R

Revised: August 1994
Revised: January 24, 1995
Revised: September 26, 2006
Revised: May 23, 2017

Garfield School District No. Re-2, Rifle, Colorado

Immunization of Students

The Board directs the Superintendent or designee(s) to annually provide parents/guardians of each student enrolled in the District a copy of the standardized immunization document developed by the Colorado Department of Public Health and Environment. The standardized immunization document includes a list of required and recommended immunizations and the age at which each immunization should be given, the school's specific immunization and exemption rates for the measles, mumps, and rubella vaccine for the school's enrolled student population for the previous school year compared to the vaccinated children standard, and a statement that the school is required to collect and report the information, but the school does not control the school's specific immunization rates or establish the vaccinated children standard.

No student may attend or continue to attend any school in this District without meeting the legal requirements of immunization against disease unless the student has presented one of the following, as presented by law:

- ~~a written authorization signed by a parent/guardian requesting local public health officials administer the immunizations;~~
- A certificate of medical exemption;
- ~~a certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment;~~
- or A certificate on nonmedical exemption [obtained by completing the Colorado Department of Public Health & Environment online immunization Education module.](#)

Students who do not submit an up to date certificate of immunization, ~~written authorization signed by one parent/guardian requesting local public health officials to administer the immunizations,~~ or a valid certificate of medical or nonmedical exemption will be suspended and/or expelled from school according to regulation JLCB-R.

All information distributed to parents/guardians by the District will inform them of their rights to seek an exemption from immunization requirements.

Adopted:	July 25, 1978
Revised:	October 8, 2002
Revised:	November 11, 2002
Revised:	November 27, 2007
Revised:	September 27, 2011

Immunization of Students

1. No student may attend school in the District unless the student has presented to the school: (1) an up-to-date certificate of immunization, (2) a valid certificate of medical exemption, or (3) a complete certificate of nonmedical exemption. ~~a written authorization signed by a parent/guardian requesting local public health officials administer the immunizations, or a valid certificate of medical or nonmedical exemption.~~

NOTE: Please refer to current standardized immunization documents and exemption forms developed and updated by the Colorado Department of Public Health and Environment.

~~Please refer to the current standardized immunization documents developed and updated by the Colorado Department of Public Health and Environment.~~

- ~~2.~~ A student will be exempted from required immunizations only upon submission of:

- a. ~~Medical Exemptions.~~ a completed certificate of medical exemption signed by ~~from~~ a licensed physician, qualified physician assistant, or advanced practice nurse that the student's physical condition of the child is such that immunization would endanger the student's life or health or is otherwise medically contraindicated due to other medical conditions; A medical exemption can be for;
 1. ~~A completed certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment.~~ Permanent Conditions, which requires the form to be submitted only once to the school; or
- e. ~~A completed certificate of nonmedical exemption signed by a parent/guardian or an emancipated student and a physician, qualified physician assistant, or advanced practice nurse.~~

2. Temporary Conditions, which only last for the duration of the condition and will expire after the “temporary until” date, which is determined by the authorized immunizing provider who signed the form.

NOTE: The expiration date must be monitored by each school in the District to determine when the student is eligible to receive the required immunization. Additionally, all Medical Exemption Forms (temporary or permanent) must be maintained in the student's file at each new school the student attends.

~~3. Parents/guardians or emancipated students who assert a~~

Nonmedical Exemptions.

~~must submit either~~ A completed certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment or a completed certificate of nonmedical exemption that is signed by a **one** parent/guardian or emancipated student. ~~and a physician, qualified physician assistant, or advanced practice nurse on an annual basis. Such submission will occur at the beginning of each school year in which~~ The **certificate of** non-medical exemption is asserted. **must also include either:**

~~4. Parents/guardians or emancipated students who assert an exemption from immunizations based on a medical reason must submit the required medical exemption form to the school one time. The medical exemption form must be maintained on file at each new school the student attends.~~

~~5. Each school in the district annually provides the school's specific immunization and exemption rates for the measles, mumps, and rubella vaccine for the school's enrolled student population for the previous school year, compared to the vaccinated children standard.~~

~~6. The district will provide, upon request, an immunization reporting form. The school nurse is responsible for seeing that the required information is included on the form and transferred to an official certificate of immunization as required.~~

~~7. If there is a failure to comply with the immunization requirements after 14 days, the school nurse will personally notify the parent/guardian or emancipated student. Such notification will be accomplished either by telephone email, or in person. If this is not possible, contact will be by physical mail. Students age 18 and over or otherwise emancipated must be contacted directly rather than through their parents/guardians.~~

1. The signature from a licensed physician, qualified physician assistant, advanced practice nurse, or pharmacist; or
2. Confirmation of completion of the Colorado Department of Public Health and Environment's Online Immunization Education Module.
 - a. Certificates of Nonmedical Exemption must be submitted once per school year. In the event of an outbreak of any communicable disease for which immunization is required, no exemption will be recognized, and those students will be excluded from school.

DUTIES RELATED TO IMMUNIZATIONS

~~The parent/guardian or emancipated student will be notified of the following:~~

- ~~a. that up to date immunizations are required under Colorado law.~~
- ~~b. that within fourteen (14) days of notification, the parent/guardian must submit one of the following: an authorization for administration of the immunization by public health officials; or a completed certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment; or documentation to the school showing that the next required immunization has been given;~~
- ~~c. that if the required documentation is not submitted within fourteen (14) days of notification or if the student begins but does not continue or complete the written plan, the student will be suspended or expelled.~~
- ~~8. A student who fails to comply will be suspended by the principal for up to five days, and notice of the suspension will be sent to the Health Department in accordance with applicable law.~~
- ~~9. If no certificate of immunization is received during the period of suspension, the superintendent will institute proceedings for expulsion.~~
- ~~10. Any suspension or expulsion under this policy will terminate automatically upon compliance.~~
- ~~11. Record of any such suspension or expulsion will be contained in the student's health file, with an appropriate explanation, not in the student's disciplinary file.~~

Each school in the District annually provides the school's specific immunization and exemption rates for the measles, mumps, and rubella vaccine for the school's enrolled student population for the previous school year compared to the vaccinated children standard.

The District will provide upon request an immunization reporting form. The [appropriate school official, e.g., school nurse, principal] is responsible for seeing that required information is included on the form and transferred to an official certificate of immunization as required.

If there is a failure to comply with the immunization requirements, the [appropriate school official] will personally notify the parent/guardian or emancipated student. Such notification will be accomplished by telephone, e-mail, or in person. If this is not possible, contact will be by physical mail. Emancipated students must be contacted directly rather than through their parents/guardians.

The parent/guardian or emancipated student will be notified of the following:

1. That up-to-date immunizations are required under Colorado law.
2. That within 30 days of notification, the parent/guardian must submit one of the following: (1) a completed certificate of medical exemption (either temporary or permanent), (2) a completed certificate of nonmedical exemption or, (3) documentation to the school showing that the next required immunization has been given and a written plan for completion of all required immunizations.
3. That if the required documentation is not submitted within 30 days of notification, or if the student begins, but does not continue or complete, the written plan, the student will be suspended or expelled.

A student who fails to comply will be suspended by the principal for up to five days and notice of the suspension sent to the Health Department, in accordance with applicable law. If no certificate of immunization is received during the period of suspension, the Superintendent will institute proceedings for expulsion. Any suspension or expulsion under this policy will terminate automatically upon compliance. Record of any such suspension or expulsion will be contained in the student's health file, with an appropriate explanation, not in the student's disciplinary file.

Any student expelled for failure to comply with the immunization requirements will not be included in calculating the dropout rate, but will be included in the annual report to the State Board of Education.

NOTE: While the definition of "student in out-of-home placement" closely tracks the federal law's definition of a student in foster care, the state law's definition is slightly broader. Thus, the use of the term "student in out-of-home placement" is intentional in the following paragraph, as state law requires the district to enroll a student in an out-of-home placement regardless of whether the district has received the student's immunization records. C.R.S. [22-32-138](#) (4).

Students in Out-of-Home Placements

The following procedure applies to students in out-of-home placements, as that term is defined by C.R.S. 22-32-138 (1)(h).

Unless the District or school is otherwise authorized to deny enrollment to a student in out-of-home placement, the District or school must enroll the student regardless of whether the District or school has received the student's immunization records. Upon enrolling the student, the school must notify the student's legal guardian that unless the school receives the student's certificate of immunization or a written authorization for administration of immunizations within 14 days after the student enrolls, the school will suspend the student until such time as the school receives the certificate of immunization or authorization.

Approved: July 25, 1978
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Revised: November 27, 2007
Revised: September 27, 2011
Revised: October 9, 2018

Garfield School District No. Re-2, Rifle, Colorado