



Sargent School District

REGULAR MEETING AGENDA BOARD OF EDUCATION

May 22, 2023 6:00 p.m.
High School Library
Sargent School District
7090 N. CR 2 E.
Monte Vista, Colorado

1. **6:00 p.m. Regular Meeting- Preliminary**
 - 1.01 Call to Order
 - 1.02 Roll Call
 - 1.03 Pledge of Allegiance
 - 1.04 Approval of Agenda
2. **6:30 p.m. Executive Session- The Board will vote to convene in executive session pursuant to C.R.S. § 24-6-402 (4)(g) for the purpose of considering documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, specifically to consider the content of application materials and supporting documents for superintendent candidates who are not yet finalists.**
3. **Consent Agenda**
 - 3.01 Approval of Minutes
 - 3.02 Financial Reports
 - 3.03 Requisitions
4. **Community Input- to sign up for Community input please email srklecker@sargent.k12.co.us prior to meeting**
 - 4.01 Items from the Community
5. **Leadership Reports**
 - 5.01 Student Reports, Goals and Needs
 - 5.02 Staff Reports, Goals and Needs
 - 5.03 Principals Reports, Goals and Needs
 - 5.04 Assessment
 - 5.05 Board of Education
 - 5.06 Superintendent
6. **Action Item -Consideration of:**
 - 6.01 To Identify One or More Finalists for Superintendent

- 6.02 Establish a New Position- Statement of Job Requirements
K-12 Principal, Dean of Students & Athletic Director, School Social Worker, and
Infinite Campus & CDE Data Collection District Support
- 6.03 Salary Schedules- Teacher Salary Schedule, Support Staff Salary Schedules and
Extra Duty Salary Schedule
- 6.04 Board Policy Revision- 2nd Reading
CBA- Qualifications/Powers and Responsibilities of Superintendent, CBD-E-
Superintendent's Contract
- 6.05 Board Policy Revision- 1st Reading- EF- School Nutrition Program, EF-E-1 School
Meal Payments, EF-E-2 Civil Rights Complaint Procedure for School Nutrition
Program, EFC Free and Reduced-Price Food Services, EFEA- Nutritious Food
Choices, EFEA-E- Nutritious Food Choices, GCFA- Hiring of Instructional
Staff/Portability of Nonprobationary Status
- 6.06 Approve the Interim Superintendent to Sign a Settlement and Release
Agreement from the Boards of Education Self-Funded Trust, Inc. San Luis Valley
Underwriting Group
- 6.07 Employment List
 - 6.07.1 2023-24 Teacher Contracts
 - 6.07.2 Teacher Addendum
 - 6.07.3 2023-24 School Social Worker Contract
 - 6.07.4 Extra Duty Pay Agreement
 - 6.07.5 Resignations
 - 6.07.6 Retention Bonus

7. Discussion Items

- 7.01 FY 2023 Preliminary Budget Presentation
- 7.02 Debrief Meeting- June Agenda Items

8. Adjournment

Qualifications/Powers and Responsibilities of Superintendent (Job Description)

TITLE: Superintendent of Schools

QUALIFICATIONS: 1. Colorado Professional Administrator License or Master of Arts degree in School Administration
2. Such other qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Board of Education

SUPERVISES: Directly or indirectly all employees of the district.

JOB GOAL: To provide leadership in developing and maintaining the best possible educational programs and services.

PERFORMANCE RESPONSIBILITIES:

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

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

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

educational programs for the achievement of the educational objectives of the school district.

d. Manage the regular and systematic evaluation, analysis and appraisal of the achievements of students and the performance of personnel in each of the educational programs or activities against stated objectives of the school district.

e. Report to the Board the progress and status of the programs and activities of the school district.

f. Inform the Board on all matters of major importance or significance to the activities, programs and progress of the school district.

2. Organization. The superintendent shall:

a. Establish and maintain an administrative organization which provides for the effective management of all the essential functions of the school district.

b. Recommend proposed revisions to the organization of the management structure, including the establishment or elimination or a revision of administrative procedures.

3. Personnel. The superintendent shall:

a. Develop and recommend policies and programs for personnel recruitment, selection and employment; employee relations; employee benefits and services; employee safety; personnel evaluation, and salary administration for the school district.

b. Insure the maintenance of an adequate staff of properly trained administrative and supervisory personnel throughout the school district.

c. Recommend to the Board the selection, employment, assignment, transfer and suspension of all personnel.

d. Supervise assigned personnel and conduct periodic evaluations and appraisals of their performance.

e. Recommend salary increases and salary adjustments for all personnel.

f. Develop and recommend to the Board job classifications for all new positions.

4. Finances. The superintendent shall:

a. Direct the development of the annual budget of the school district.

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

5. Relationships. The superintendent shall:

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

Adopted: 03/27/89

Revised: 02/26/01

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

SUPERINTENDENT CONTRACT

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

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

1. Employment

1.1 Subject to earlier termination as provided herein, Superintendent is hereby hired and retained from _____, 20 to _____, 20__ as Superintendent of Schools for Sargent School District No. RE-33J (“District”). Superintendent’s employment under this Contract is limited to ____ days, for the ____ school year. The Superintendent agrees to indemnify and hold harmless the District and its employees from and against any claim concerning any forfeiture of compensation or benefits, including any PERA retirement benefits anticipated by Superintendent, related in any way to this Contract or the performance of services hereunder.

1.2 Superintendent shall sign and return this Contract within thirty (30) days of receipt of this Contract, unless Superintendent and the District mutually agree on an alternative deadline. If Superintendent fails to sign and return this Contract to the District by the deadline, the District may open the position and offer a contract to another candidate.

2. Professional Responsibilities of Superintendent

2.1 Duties. The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the attached Exhibit A, attached to and incorporated by reference in this Agreement, and if any, those obligations imposed by state and federal law, and, in addition, Superintendent shall serve as the executive officer of the Board and perform such other duties as from time to time may be assigned to the Superintendent by the Board.

2.2 Services. Within the days for which he has been contracted, the Superintendent will devote his time, attention, and energy to the business of the District.

2.3. Relationship to Board. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all Board meetings and District-created citizen committee meetings, serve as an ex

officio member of all board committees, and provide administrative recommendations on each item of business considered by each of these groups.

2.4 Outside Activities. Participation in outside activities by the Superintendent shall be subject to approval of the Board.

3. Salary

3.1 The District shall pay the Superintendent for services a gross annual salary of _____ in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Deductions authorized by law or board policy shall be made from the monthly installments of the salary due to Superintendent. This salary may be increased from time to time by written addendum to this Contract signed by each of the parties hereto. It is agreed, however, that by so doing, it shall not be deemed that the Board and Superintendent have entered into a new agreement nor that the termination date of this Contract has been in any way extended.

3.2 The Superintendent shall be docked at a daily rate for each day he is not able to provide service.

4. Fringe Benefits

4.1 The District shall reimburse the Superintendent for all approved business travel at the rate allowed by policy.

4.2 Other than specifically included within this Contract, the Superintendent shall not be entitled to other benefits, whether or not applicable to other District Central Office Administrators, Building Administrators, or other employee groups.

5. Evaluation

5.1 The Board shall evaluate and assess in writing the performance of the Superintendent according to board policies relating to Superintendent and principal positions. This evaluation and assessment shall be based upon the Superintendent's job descriptions, and upon any goals and objectives with performance standards as agreed by the Board and Superintendent. At a minimum, this evaluation shall include a meeting between Superintendent and the Board in January of each year of this Contract to conduct the formative part of the evaluation and a meeting in February to conduct the summative evaluation.

5.2 The Board and the Superintendent hereby agree that the evaluations and assessments of Superintendent shall take place in executive session.

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

5.4 The parties agree that the evaluation process established by this Contract shall not be construed to be a prerequisite to or a condition of suspension, dismissal or termination.

6. Indemnification

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

6.2 Provision of a Defense. The obligations of the District pursuant to this Section 7 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the district and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the board. In the event the District has provided a defense pursuant to this Section 7, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of his duties hereunder and within the scope of his employment or the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

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

7. Applicable Law and Policy

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

8. Termination of Employment Contract

This Contract may be terminated by:

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

8.2 Disability of Superintendent. The Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent without pay from his employment for whatever cause for an additional continuous period of sixty (60) days. All obligations of the District shall cease upon such termination. If a question exists concerning the ability of the Superintendent to perform the essential functions of his position with reasonable accommodation as required by law, the District may require the Superintendent to submit to a medical examination, to be performed by a physician. The District and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the Parties are unable to mutually agree upon a physician, a physician shall be designated by the Board President. The examination shall be performed at the expense of the District. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing physical or mental disability which prohibits him from performing the essential functions of his position with reasonable accommodation.

8.3 Discharges for Cause. Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just cause relating to the Superintendent's duties which includes, but is not limited to, the failure to comply with the terms and conditions of this Contract. However, the Board shall not arbitrarily and capriciously call for the Superintendent's dismissal. In the event the Board believes that it has cause for dismissal, Superintendent shall have the right to written notice of the charges, an explanation of the Board's evidence, and an opportunity to address the Board in response to such charges. In the event of termination for cause hereunder, Superintendent shall not be entitled to any salary or other benefits (except payment for any previously vested benefits) beyond the effective date of Superintendent's termination and the District shall be relieved from further obligations hereunder.

8.4 Unilateral Termination by Board. The Board may unilaterally terminate this Contract upon payment of any salary remaining due to the Superintendent under this Contract, not to exceed three months' salary. Unilateral termination shall not require the payment of other benefits provided Superintendent as a consequence of this Contract.

8.5 Death of the Superintendent. This Contract shall automatically terminate upon the death of the Superintendent.

8.6 Unilateral Termination by Superintendent. The Superintendent may, at his option, unilaterally terminate this Contract in the manner permitted for chief executive offices in C.R.S. 22-63-202(2). The parties agree that C.R.S. 22-63-202(2) and any subsequent amendments thereto are incorporated into this Contract by reference. The Superintendent agrees to pay damages to the District and Board agrees to collect or withhold damages from compensation due or payable to the Superintendent, with such damages being assessed against the Superintendent if the Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this contract, unless the Superintendent has given at least 30 days written notice to the Board on or before the first day of July that he will not fulfill the obligations of this contract during the succeeding academic year, or after the beginning of the academic year unless the Superintendent has given at least 30 days written notice to the Board to the effect that he wished to be relieved of this contract for the remainder of the year as of a certain date, and providing further that such damages shall not exceed ordinary and necessary expenses of the Board to secure the services of a suitable replacement for the Superintendent, or 1/12 of Superintendent's salary, whichever is less. Such damages shall not be withheld or payable if Superintendent has good cause for failing to provide the 30 days written notice required by this Contract.

9. Suspension of Superintendent

The Board may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. In any case, the Superintendent shall be notified in writing of reasons for the suspension.

10. Breach of Agreement

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

11. Notice

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

If to the Board to:

President, Board of Education

Sargent School District RE-33J

7090 North Road 2 East

Monte Vista, CO 81144

If to the Superintendent to:

12. Miscellaneous

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

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

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

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

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

13. Binding Effect

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

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

SUPERINTENDENT

BOARD OF EDUCATION
SARGENT SCHOOL DISTRICT RE-33J

BY: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

Exhibit A

Sargent School District RE-33J
Superintendent Duties 2022-23

- Support and guide planning and program development
- Provide guidance and direction to administration/directors

- Board
 - Facilitate board meetings
 - Together with board president, prepare agenda
 - Compile Superintendent report
 - Write narrative to prepare Board for the meeting
 - Ensure Robert's Rules of Order
 - Act as executive officer to the Board
 - Attend all board meetings
- Develop agenda and conduct weekly meetings with Principals
- Conduct monthly meeting with Administrators and Directors
- Maintain and enforce proper chain of command
- RANDA--Superintendent log-in duties
- Create an environment of support for the leadership of the district
- Liaison between district and legal counsel
- District Accountability Committee meetings--assist with planning and help facilitate meetings

School Nutrition Program

The district will operate a school nutrition program which shall be under the overall supervision of the district's director of nutrition services.

The director of nutrition services shall cooperate with each school principal in matters essential to the proper functioning of each school's nutrition program. The responsibility for control of students using the school cafeteria shall rest with the building principal.

Nutrition services shall provide lunches and breakfasts, through participation in the National School Lunch Program.

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

Current practice codified 1983

Adopted: date of manual adoption

Revised: 03/26/01, 4/13 (note/ref), 08/24/15, 6/26/17, 2/20 legal ref.

LEGAL REF.: 42 U.S.C. 1751 *et seq.* (National School Lunch Act)
7 C.F.R. Part 210 (National School Lunch Act regulations)
7 C.F.R. Part 220 (School Breakfast Program regulations)
[7 C.F.R. Part 245.6 \(application, eligibility, and certification of children for free and reduced priced means\)](#)
C.R.S. 22-32-120 (food services)
C.R.S. 22-32-134.5 (healthy beverage requirement)
C.R.S. 22-32-136.3 (trans fat ban)
C.R.S. 22-82.7-101 *et seq.* (Start Smart Nutrition Program provides funding to eliminate amount students who qualify for reduced priced meals pay in school breakfast program)
C.R.S. 22-82.9-101 *et seq.* (Child Nutrition School Lunch Protection Program provides funding to eliminate amount students in preschool through twelfth grade pay for school lunch program, if they qualify for reduced price meals)
[C.R.S 22-82.9-201 et seq. \(Healthy School Meals for All Program provides funding to offer free meals for all students, in addition to additional funding in the form of grants\)](#)
1 CCR 301-3 (State Board of Education – competitive food services rules)
1 CCR 301-79 (State Board of Education – healthy beverages rules)
[1 CCR 301-114 \(State Board of Education- Healthy School Meals for All Program rules\)](#)

CRPSS REFS: EFC Free and Reduced Price Food Services
EFEA*, Nutritious Food Choices

NOTE 1: State law prohibits schools from "making available" to students any food or beverage that contains any amount of industrially produced trans fat. C.R.S. 22-32-136.3(2). The trans fat ban applies to all food and beverages made available to students on school grounds during the school day and extended school day and includes items sold through the school cafeteria, school store or vending machines located on school grounds. C.R.S. 22-32-136.3(3). However, if the food or beverage sold through the cafeteria, store or vending machine is part of school fundraising efforts conducted by one or more students, teachers or parents, the trans fat ban does not apply. C.R.S. 22-32-136.3(4). The law also exempts items donated to the school that are given to students for consumption off school grounds and not during the school day. Id.

*NOTE 2: The USDA's regulations outline the nutrition standards for **all** foods sold in schools that participate in federal school meal programs under the National School Lunch Act and/or School Breakfast Act including standards concerning saturated and trans fats, sugar, sodium and calories. 7 C.F.R. Parts 210 and 220. These "Smart Snacks in School" nutrition standards do not apply to: (1) items sold during non-school hours, weekends or off-campus fundraising events; (2) foods brought from home for personal consumption; and/or (3) fundraiser foods not intended for consumption during the school day. A special exemption from this rule is permitted for "infrequent, school-sponsored fundraisers," as determined by each state. The Colorado Department of Education (CDE) set this number at three exemptions per school per school year. For more information on the "Smart Snacks in School" nutrition standards, visit CDE's Office of School Nutrition webpage or the USDA's Food and Nutrition Services webpage.*

NOTE 3: Schools that participate in the National School Lunch Program and have seventy percent or more students eligible for free or reduced-cost lunch must offer a free breakfast to each student. C.R.S. 22-82.8-103(3)(b). The breakfast may be served at a time determined by the school, as long as it occurs after the first bell. C.R.S. 22-82.8-103(3)(c). Small rural districts with a student population of less than 1,000 students are exempt from this requirement and there is also flexibility for other specific situations (e.g. funding decrease, before-school care programs).

NOTE 4: The Local School Food Purchasing Program is a grant program that encourages school districts that participate in the National School Lunch Program to purchase food products from Colorado growers, producers, and processors. The grant program reimburses participating providers for the amount of Colorado food that the provider purchased in the previous school year. The State Board of Education is to adopt rules to implement the program. C.R.S. 22-100-101 et seq.

NOTE: Federal guidance requires school districts that participate in the National School Lunch Program and/or School Breakfast Program to have a written policy concerning unpaid school meal charges, ~~no later than July 1, 2017.~~ This sample contains the language CASB believes best meets the intent of the law. However, the district should consult with its own legal counsel to determine appropriate language that meets local circumstances and needs.

This exhibit does not need to be adopted by the Board nor does it need to be filed in the Board's policy manual. Instead, it should be used by the district's "school food authorities" in consultation with school administrators to develop a district-level policy and be kept in a location such as the district's nutrition services manual. Federal guidance also encourages districts to include a school meal charge policy in student handbooks, student enrollment/registration packets and/or online portals that families use to access student accounts.

School Meal Payments

The district is committed to ensuring that all students receive the nutrition they need to engage in active learning during the school day. In accordance with applicable federal guidance from the United States Department of Agriculture (USDA), this policy is intended to serve the purposes of meeting student needs, minimizing the identification of students with insufficient funds to pay for school meals and maintaining the fiscal integrity of the district's school food service account.

Student meal accounts and meal charges

Student meal accounts shall be established by the district.

Parents will be encouraged to pre-pay for students paying full or reduced price for meals. The district shall ensure that parents have access to at least one no-cost method of paying for meal services, such as the ability to pay in person. At the time funds are distributed into student accounts, parents will be permitted to limit the amount of funds that a student may use daily, including for á la carte purchases.

Students will be permitted to pay for meals and/or add funds to student accounts on the day of service.

If a student has money to purchase a full or reduced price meal at the time of the meal service, the student must be provided a meal. The student's money may not be used to repay previously unpaid charges if the student intended to use the money to purchase that day's meal.

A meal account balance remains with the student until the student is no longer enrolled in the district. Students with unused credit in their accounts at the point of disenrollment or graduation will receive a refund in the amount of the credit.

Students paying full or reduced price for meals and who do not have money in their account or in hand to cover the cost of a meal at the time of service will be permitted to charge a meal. ~~[Optional language-~~ However, these students will be denied permission to charge á la carte or "extra" items, such as a second milk or additional entrée.

Notification of low or negative balances

Notification of a negative balance on a student account will be provided privately by mail, text and or email by the food services director.

When notified of a negative balance on a student account, parents may be reminded of this policy and the process for submitting applications for free or reduced price meal benefits. Parents will also be notified that any school meal debt accrued prior to the district's determination that the student is eligible for free or reduced lunch remains the parent's responsibility.

Collection of meal charge debt

In collecting debt, the district shall ensure that collection efforts do not have a negative impact on the students involved and instead focus on the adult(s) in the household responsible for providing funds for student meal purchases. The district will work with parents to establish repayment plans with payment levels and due dates appropriate to the household's particular circumstances.

Collection efforts from one school year may continue into the following school year, including when students transfer to a school outside of the district.

Annual notice

The district shall notify students and their parents about this policy at the beginning of each school year. Notification shall also be provided to those students who transfer into the district during the school year. Information about this policy may also be included in student handbooks, student enrollment or registration packets and/or back-to-school packets and posted on district and school websites.

This policy will also be communicated to school and district-level staff responsible for this policy's enforcement, such as school food service staff responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and staff involved in enforcing any other aspects of this policy.

Adoption Date: 06/26/2017

LEGAL REF.: USDA Guidance SP 46-2016 (*requires written policy regarding unpaid meal charges*)

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

Civil Rights Complaint Procedure for School Nutrition Program

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

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

Filing a complaint

If an individual has an unlawful discrimination complaint concerning his or her participation in a school nutrition program, the complaint may be directed to Superintendent, 7090 N. County Road 2 E. Monte Vista, CO 81144, telephone (719) 852-4023.

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

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

1. complainant's name, address and telephone number (unless the complainant wishes to remain anonymous);
2. the nature of the incident or action that led the complainant to feel discrimination was a factor;
3. the basis on which the complainant believes discrimination exists;
4. the names, telephone numbers, titles and business or personal addresses of persons who may have knowledge of the alleged discriminatory action; and
5. the date(s) during which the alleged discriminatory action(s) occurred.

Forwarding a complaint

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

CDE Office of School Nutrition
1580 Logan Street Suite 60
Denver, CO 80205

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

Issue date: 06/26/17
Revised: 08/27/18

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

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

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

Free and Reduced Price Food Services

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

The administration shall establish regulations regarding participation in programs for free and reduced price meals and supplementary food in accordance with applicable state and federal law.

Current practice codified 1982

Adopted: date of manual adoption

Revised: 03/26/01, 11/26/07 (legal ref.), 5/27/09, 3/22/10 (legal ref), 12/14 (legal ref/note), 06/26/17, 2/20 legal ref.

LEGAL REF.: 42 U.S.C. 1751 *et seq.* (National School Lunch Act)
7C.F.R. 245.5 (must inform families of the availability of reimbursable school meals and provide information about applying for free or reduced price meals)
C.R.S. 22-32-120
C.R.S. 22-82-7-101 *et seq.* (Start Smart Nutrition Program provides funding to eliminate amount students who qualify for reduced price meals pay in school breakfast program)
C.R.S.22-82.9-101 *et seq.* (Child Nutrition School Lunch Protection Program provides funding to eliminate amount students in preschool through twelfth grade pay for school lunch program, if they qualify for reduced price meals).
[C.R.S. 22-82.9-201 *et seq.* \(Healthy School Meals for All Program Provides funding to offer free meals for all students, in addition to additional funding in the form of grants\)](#)
[1 CCR 301-144 \(State Board rules for Healthy School Meals for All Program\)](#)

CROSS REF.: EF, School Nutrition Program

Note: Registration materials that accompany the pupil application form for students to participate under the National School Lunch act shall include an explanation to parents that the form will be used to determine if the school is eligible for at-risk funding on behalf of the pupil. By completing the form, the parent is ensuring that the school district will receive the at-risk funding to which it is entitled. C.R.S. 22-54-112(4).

NOTE 2: Schools that participate in the National School Lunch Program and have seventy percent or more students eligible for free or reduced-cost lunch must offer a free breakfast to each student. C.R.S. 22-82.8-103(3)(b). The breakfast may be served at a time determined by the school, as long as it occurs after the first bell. C.R.S. 22-82.8-103(3)(c). Small rural districts with a student population of less than 1,000 students are exempt from this requirement and there is also flexibility for other specific situations (e.g. funding decrease, before-school care programs).

NOTE 3: The Healthy School Meals for All Program is an optional program that offers free meals to students who are not eligible for free or reduced-price meals under the federal school meals programs. Participating School Food Authorities must offer the federal National School Lunch or School Breakfast program at all eligible schools in order to be eligible and maximize the amount of federal funding they can receive by participating in the Community Eligibility Provision (CEP) to the extent possible. Starting in the 2024-2025 school year, the program creates various grants and stipends available to schools. These include a local food processing grant for schools to purchase Colorado grown, raised, or processed products; a school meals food preparation and service employees wage increase or stipend; and a local school food purchasing technical assistance and education grant program. To opt into this program, a school food authority must notify the CDE School Nutrition Unit of participation prior to the beginning of each school year, participate in the CEP and implement School Breakfast and National School Lunch programs at all eligible CEP schools, and serve free meals to all students at participating schools in both community eligible and non-community eligible schools.

Nutritious Food Choices

At every possible eating occasion, students will have opportunities to practice what they are taught in nutrition education and choose nutritious snacks that are low in fat, sodium and added sugars.

Schools are encouraged to take steps to ensure:

- nutritious foods are always available as an affordable option whenever food is served or sold;
- students have limited opportunities to eat snacks high in fat, sodium or added sugars; and
- competition with nutritious meals served by the school food service program is minimized.

The emphasis on healthy choices applies to:

- a la carte items (separate food choices) offered by the food service program;
- “competitive foods” which are snacks and beverages sold from vending machines, school stores and fund-raising activities that compete with the food service program; and
- refreshments that are available at school parties, celebrations and meetings.

Each beverage offered for sale to students from any source, including the school cafeteria, vending machines, school stores and fund-raising activities conducted on school grounds, shall satisfy the minimum nutritional standards for beverages adopted by the State Board of Education.

These standards apply to beverages sold on campus during the regular school day and extended school day, including but not limited to extracurricular activities, such as clubs, year book, band, student government, and drama as well as childcare programs.

These standards shall not apply to the sale of beverages at school-related events where parents and other adults are invited attendees. Such activities include but are not limited to interscholastic sporting events, school plays and band concerts.

Adoption date: 11/17/08
Revised: 7/27/09. 4/13 (note, ref), 12/14 (note), 06/26/17

LEGAL REFS.:

C.R.S. 22-32-134.5 (*healthy beverage requirement*)
C.R.S. 22-32-136.3 (*trans fat ban*)
1 CCR 301-79 (State Board of Education—healthy beverages rules)

*NOTE 1: The USDA's regulations outline the nutrition standards for **all** foods sold in schools that participate in federal school meal programs under the National School Lunch Act and/or School Breakfast Act including standards concerning saturated and trans fats, sugar, sodium and calories. 7C.F.R. Parts 210 and 200. These "Smart Snacks in School" nutrition standards do not apply to: (1) items sold during non-school hours, weekends or off-campus fundraising events; (2) foods brought from home for personal consumption; and/or (3) fundraiser foods not intended for consumption during the school day. A special exemption from this rule is permitted for "infrequent, school-sponsored fundraisers," as determined by each state. C.F.R. § 210.11. The Colorado Department of Education (CDE) set this number at **three exemptions per school** per school year. For more information on the USDA's "Smart Snacks in School" nutrition standards, visit CDE's Office of School Nutrition webpage or the USDA's Food and Nutrition Services webpage.*

NOTE 2: State law prohibits schools from "making available" to students any food or beverage that contains any amount of industrially produced trans fat. C.R.S. 22-32-136.3 (2). The trans fat ban applies to all food and beverages made available to students on school grounds during the school day and extended school day and includes items sold through the school cafeteria, school store or vending machines located on school grounds. C.R.S. 22-32-136.3 (3). However, if the food or beverage sold through the cafeteria, store or vending machine is part of school fundraising efforts conducted by one or more students, teachers or parents, the trans fat ban does not apply. C.R.S. 22-32-136.3 (4). The law also exempts items donated to the school that are given to students for consumption off school grounds and not during the school day. Id.

NOTE 3: The Colorado State Board of Education's healthy beverages rules require that all beverages sold to students on school grounds during the regular school day and extended school day must meet, at a minimum, the USDA's nutrition standards for beverages sold in schools. 1 CCR 301-79, Rule 4.01. These federal beverage standards are listed in sample exhibit EFEA-E, Healthy Beverages Standards for Schools.*

Healthy Beverages Standards for Schools

The healthy beverages standards for schools adopted by the State Board of Education are as follows:

Beverages sold in elementary school

- a. Bottled water
- b. Up to 8 ounce servings of fat free or low fat milk. Milk includes nutritionally equivalent milk alternatives (per USDA)
- c. Up to 8 ounce servings of fat free or low fat nutritionally equivalent flavored milk up to 150 calories / 8 ounces
- d. Up to 8 ounce servings of 100% juice, with no added sweeteners and up to 120 calories / 8 ounces

Beverages sold in junior high/high school

- a. Bottled water
- b. No or low calorie beverages with up to 10 calories / 8 ounces, except diet soda may not be sold in high school (e.g., unsweetened or diet teas, low calorie sport drinks, fitness waters, flavored waters, seltzers)
- c. Up to 12 ounce servings of fat free or low fat milk. Milk includes nutritionally equivalent milk alternatives (per USDA)
- d. Up to 12 ounce servings of fat free or low fat nutritionally equivalent flavored milk up to 150 calories / 8 ounces
- e. Up to 12 ounce servings of 100% juice, with no added sweeteners and up to 120 calories / 8 ounces
- f. Other drinks, up to 12 ounce servings with no more than 66 calories / 8 ounces
- g. At least 50% of non-milk beverages must be water and no or low calorie options

If the middle and high school students have shared access to areas on a common campus or in common buildings, then the school community has the option to adopt the high school standard.

Issue date: 7/27/09, 5/22/23

NOTE: While Colorado school districts are not required by law to adopt a policy on this subject, some content in this sample reflects legal requirements school districts must follow. This sample contains the content/language that CASB believes best meets the intent of the law.

DUE TO THE COMPLEXITY OF THIS ISSUE, THE DISTRICT MUST CONSULT WITH ITS OWN LEGAL COUNSEL TO DETERMINE APPROPRIATE LANGUAGE THAT MEETS LOCAL CIRCUMSTANCES AND NEEDS.

Hiring of Instructional Staff/Portability of Nonprobationary Status

The Board believes that all students enrolled in the district's schools should have effective teachers in their classrooms. In accordance with this belief and the Board's authority to employ personnel, the Board adopts this policy to address when a teacher requests "portability" of his or her nonprobationary status.

In accordance with state law, a teacher who has obtained nonprobationary status in another Colorado school district is not automatically granted nonprobationary status when he or she is hired by the district. Rather, a teacher may be granted portability by the district only if the teacher meets the requirements of this policy, as determined by the district.

A teacher who does not request portability in accordance with this policy shall be considered a probationary teacher by the district.

Definitions

For purposes of this policy, the following definitions shall apply:

1. "Portability" means a teacher's request that his or her nonprobationary status obtained in another Colorado school district be recognized by the district.
2. "Teacher" means a person who holds a teacher's license issued pursuant to the Colorado Educator Licensing Act of 1991, C.R.S. 22-60.5-101 *et seq.* and who is employed to instruct, direct or supervise the instructional program. "Teacher" does not include those persons holding authorizations or administrative positions within a school district.
3. "Nonprobationary status" means the teacher has completed three consecutive years of demonstrated effectiveness in a Colorado school district and has been re-employed for the succeeding school year or has otherwise attained nonprobationary status in accordance with the Teacher Employment, Compensation, and Dismissal Act of 1990, C.R.S. 22-63-101 *et seq.*
4. "Effectiveness rating" means a rating of highly effective or effective on the teacher's written evaluation conducted pursuant to the applicable Colorado school district's licensed personnel performance evaluation system.

5. "Prior two consecutive years" means the current school year and the school year immediately preceding the current school year.

Teacher's request for portability

During the district's hiring process and prior to an offer of employment from the district, a teacher may request portability. The teacher shall provide the following documentation to the district when he or she requests portability:

1. Performance evaluations for the prior two consecutive years that show the teacher received effectiveness ratings; and
2. Evidence of the teacher's student academic growth data for the prior two consecutive years.

Determination of nonprobationary status

If the teacher requests portability and provides the documentation required by this policy during the district's hiring process and prior to an offer of an employment from the district, the district shall determine, in its sole discretion, whether the documentation shows evidence of teacher effectiveness and student academic growth. The district shall make its determination of teacher effectiveness and student academic growth based upon the district's licensed personnel performance evaluation system and the district's measures of student academic growth.

If the district determines the documentation shows the required teacher effectiveness and student academic growth, the district shall grant nonprobationary status to the teacher.

The superintendent or designee may waive this policy's requirement that the teacher provide the required documentation during the district's hiring process and prior to an offer of employment from the district if the superintendent or designee determines exceptional circumstances exist and that it is in the best interests of the district to do so.

If the district determines that the teacher misrepresented or omitted any of the documentation required by this policy and/or misrepresented his or her nonprobationary status or any other matter concerning the teacher's employment history, the district may take action in accordance with applicable law, including but not be limited to revocation of the teacher's nonprobationary status and other appropriate disciplinary action.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law. Any dismissal or other employment action shall be in accordance with applicable state law, Board policy and the teacher's employment contract with the district.

(Adoption date)

LEGAL REFS.: C.R.S. 22-9-101 *et seq.* (*Licensed Personnel Performance Evaluation Act*)
C.R.S. 22-60.5-101 *et seq.* (*Colorado Educator Licensing Act of 1991*)

C.R.S. 22-63-101 *et seq.* (Teacher Employment, Compensation, and Dismissal Act of 1990)

C.R.S. 22-63-203.5 (nonprobationary portability)

1 CCR 301-87 (State Board of Education rules for administration of a system to evaluate the effectiveness of licensed personnel)

CROSS REFS.: GCE/GCF, Professional Staff Recruiting/Hiring
GCO, Evaluation of Licensed Personnel
GCQF, Discipline, Suspension and Dismissal of Professional Staff