



DISTRICT MISSION

*... to guarantee that all students
can achieve their dreams and
contribute enthusiastically to their
community, country, and world ...*

BOARD PURPOSE

*Providing highly effective
governance for Mapleton's strategic
student achievement effort.*

CORE ROLES

*Guiding the district through the
superintendent
Engaging constituents
Ensuring effective operations and
alignment of resources
Monitoring effectiveness
Modeling excellence*

2022 - 2023

FOCUS AREAS

*Student Achievement
Exceptional Staff
Character Development
Learning Environment
Communication
Community Involvement
Facilities Management
District Image*

BOARD MEMBERS

*Mallory Boyce
Cindy Croisant
Terry Donnell
Daisy Lechman
Thomas Moe*

SUPERINTENDENT

Charlotte Ciano

Mapleton Public Schools Board of Education

Regular Meeting
Administration Building

June 13, 2023
6:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Board Business
 - 5.1 Board Study Comments
6. What's Right in Mapleton
7. Public Participation
8. Approval of Minutes
 - 8.1 Approval of May 23, 2023, Board Meeting Minutes
9. Report of the Secretary
10. Consent Agenda
 - 10.1 Personnel Action, Policy GCE/GCF – Ms. Branscum
 - 10.2 Adoption of Policies, Policy BGS – Ms. Ciano
 - 10.3 Personnel Action – Contract Approval, Policy GCE/GCF – Ms. Ciano
11. Focus: Student Achievement
 - 11.1 Student Travel – Boys & Girls Basketball Camp 2023, Policy JJH – Ms. Ansley
 - 11.2 Adoption of Curricular Materials – Cengage Career and Technical Education, Policy BBA – Ms. Ansley
 - 11.3 Grant Funds- Early Literacy Grant, Policy DD – Ms. Ansley
12. Focus: Exceptional Staff
 - 12.1 Administrative Assignments, Policy CC – Ms. Ciano
 - 12.2 Classified Agreement, Policy BBA – Ms. Branscum
 - 12.3 Administrative Agreement, Policy BBA – Ms. Branscum
13. Focus: Communication
 - 13.1 Consideration of Owners' Representation for Construction Projects, Policy DJE – Mr. Crawford
14. Discussion of the Next Agenda
15. Superintendent's Comments
16. Board Committee Update
17. School Board Discussion/Remarks
18. Next Business Meeting Notification – Tuesday, June 27, 2023
19. Adjournment

Welcome to a meeting of the Mapleton Public School Board of Education!

The Board's meeting time is dedicated to addressing Mapleton's mission and top-priority focus areas. "Public Participation" is an opportunity during the business meeting to present brief comments or pose questions to the Board for consideration or follow-up. Each person is asked to limit his or her comments to 3 minutes. If you are interested in helping Mapleton's efforts, please talk with any member of the district leadership team or call the district office at 303-853-1015. Opportunities abound. Your participation is desired.

1.0 CALL TO ORDER

President Cynthia Croisant called the meeting of the Board of Education – Mapleton Public Schools to order at 6:02 p.m. on Tuesday, May 23, 2023, at the Mapleton Administration Boardroom.

2.0 ROLL CALL

Cynthia Croisant - President	Present
Terry Donnell - Treasurer	Present
Tom Moe - Vice President	Present
Daisy Lechman - Secretary	Present
Mallory Boyce – Asst. Secretary/Treasurer	Present

3.0 PLEDGE OF ALLEGIANCE

Ms. Croisant led the Pledge of Allegiance.

4.0 APPROVAL OF AGENDA

MOTION: By Ms. Boyce, seconded by Ms. Lechman, to approve the Board Agenda dated May 23, 2023, as presented.

AYES: Ms. Boyce, Ms. Croisant, Ms. Donnell, Ms. Lechman, and Mr. Moe.
Motion carried: 5-0

5.0 BOARD BUSINESS

5.1 Board Comments

Ms. Croisant stated on May 9, 2023, the Board met for a Board Study Session. During the meeting, the Board reviewed policies IC ICA, IKF, and work-study. The CTE Pathways Curriculum was discussed and reviewed, and the Board also received a BEST Grant Update and timeline and a Budget Update.

6.0 WHAT'S RIGHT IN MAPLETON

Dr. Brown shared that for What's Right in Mapleton we will honor Mapleton's Class of 2023 by sharing a recap of recent senior celebrations. Mapleton celebrated 89 seniors at the annual scholarship breakfast on May 19, 2023. These 89 seniors received nearly \$4 million in scholarships. Following the Scholarship Breakfast 6 senior baseball players were celebrated in a special graduation ceremony due to missing Saturday's graduation to play in the CHSAA playoff game. On Saturday, May 20, 2023, the Class of 2023 enjoyed a remarkable outdoor ceremony. Nearly 350 seniors received their diplomas, symbolizing their hard work and dedication throughout their academic journey.

7.0 PUBLIC PARTICIPATION

Mary Beth Murphy and Angela Connelly thanked the Board for another successful MEA negotiation year. Ms. Murphy and Ms. Connelly said that this year had the highest approval rate ever with only 8 voting no to the ratification of the negotiated agreements. Ms. Murphy thanked the Board for their time, commitment, and support of all Mapleton staff, students, and community.

8.0 APPROVAL OF MINUTES

MOTION: By Mr. Moe, seconded by Ms. Boyce, to approve the minutes as stated on the Board Agenda dated May 23, 2023: 8.1 Board Meeting minutes of April 25, 2023; and 8.2 Board Study Meeting Minutes of May 9, 2023, as presented.

AYES: Ms. Boyce, Ms. Croisant, Ms. Donnell, Ms. Lechman, and Mr. Moe.
Motion carried: 5-0

9.0 REPORT OF THE SECRETARY

None

10.0 CONSENT AGENDA

10.1 Personnel Action

10.2 Personnel Action – Contract Approval

MOTION: By Ms. Boyce, seconded by Ms. Donnell, to approve Agenda Items 10.1 Personnel Action; and 10.2 Personnel Action – Contract Approval, as stated on the Board Agenda dated May 23, 2023.

AYES: Ms. Boyce, Ms. Croisant, Ms. Donnell, Ms. Lechman, and Mr. Moe.
Motion carried: 5-0

11.0 FOCUS: STUDENT ACHIEVEMENT

11.1 Mapleton Public Schools Summer Programming 2023

Ms. Ansley shared the 2023 summer learning opportunities for students based on needs and interests in the following areas:

- Learning Experiences for students who are identified as Gifted and Talented in grades kindergarten – seventh grade.
- Camp 2027 for eighth graders to prepare for success in high school.
- Summer credit accumulation for York High School Students.
- Extended School Year for students with Individualized Education Plans.
- School-to-Work Alliance Program to assist young adults in making the transition from school to employment.

11.2 Student Travel – Overnight Travel for Girls Varsity Basketball

Ms. Ansley requested the Board approve overnight travel for 12 female varsity basketball players to travel to Phoenix, Arizona on the dates June 14 -18, 2023 to play in the Section 7 Basketball Tournament sanctioned by the National Federation of High Schools and the National Collegiate Athletics Association. The girls' team will also stop in Durango, Colorado for a practice game at Durango High School on their bus trip to Arizona.

MOTION: By Ms. Lechman, seconded by Ms. Boyce, to approve Agenda Item 11.1 Student Travel – Overnight Trip for Girls Varsity Basketball Team, as presented.

AYES: Ms. Boyce, Ms. Croisant, Ms. Donnell, Ms. Lechman, and Mr. Moe.
Motion carried: 5-0

11.3 Global Leadership Academy– Career and Technical Education (CTE) Pathway

Ms. Ansley reported that Global Leadership Academy will launch a CTE Business Management Pathway in the fall semester of 2023. Participating students will be members of the Future Business Leaders of America student organization, which inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences. Global Leadership Academy's student leaders will attend the Student Leadership Conference in Denver each spring.

11.4 York International– Career and Technical Education (CTE) Pathway

Ms. Ansley reported that York International will launch a CTE Engineering and Technology Pathway in the fall semester of 2023. Participating students will be members of the Colorado Technology Student Association, a national non-profit devoted exclusively to the needs of students with a dedicated interest in technology. York International's TSA student leaders will attend the Student Leadership Conference in Denver each February.

11.5 Curricular Materials- Cengage Career and Technical Education

Ms. Ansley reported that district administration followed a curriculum review process to evaluate multiple career and technical education (CTE) course resources against a set of criteria. The review process identified Cengage CTE resources as the best fit for Mapleton's CTE programs. A preview of these instructional materials has been available for public comment on the Mapleton Public Schools website since May 12, 2023. District administration will seek the Board's adoption of Cengage Career and Technical curricular materials at the June 13, 2023, meeting of the Board of Education.

12.0 FOCUS: EXCEPTIONAL STAFF

12.1 MEA Negotiated Agreement

Mr. Crawford requested approval from the Board for the implementation of changes to the Agreement negotiated between the Mapleton Education Association (MEA), representing licensed employees, the District Administration, and the Mapleton Public Schools Board of Education.

MOTION: By Ms. Donnell, seconded by Ms. Boyce, to approve Agenda item 12.1 MEA Negotiated Agreement, as presented.

AYES: Ms. Boyce, Ms. Croisant, Ms. Donnell, Ms. Lechman, and Mr. Moe.
Motion carried: 5-0

13.0 FOCUS: COMMUNICATION

13.1 Proposed Budget FY 2023-2024

Mr. Janak presented the Proposed Budget for the 2023-2024 Fiscal Year. Official adoption will be requested at the June 27, 2023, meeting of the Board of Education.

A copy of Mr. Janak's presentation is attached.

14.0 FOCUS: COMMUNITY INVOLVEMENT

14.1 DAAC Update

Mr. Fuller reported that the District Accountability Advisory Committee met on May 16, 2023, to discuss the role of DAAC with respect to reviewing and commenting on the district goals and objectives outlined in the Unified Improvement Plan, this May topic was part two of this discussion and built upon the information presented in the April DAAC meeting. The meeting concluded with a review of current events in Mapleton and thanking the DAAC members for serving on the 2022-23 DAAC.

15.0 DISCUSSION OF THE NEXT AGENDA

Ms. Croisant said that items on the agenda for the Board Meeting on June 13, 2023, would include the CTE Resource Adoption, Adoption of Board Policies, and 2023-24 Administrative Assignments.

16.0 SUPERINTENDENT'S COMMENTS

During the Superintendent's Report, Ms. Ciancio shared that Mapleton has so much to celebrate, from retirees, employees, scholarship recipients, and graduates, the celebrations have been memorable and fun. Ms. Ciancio said that she is proud of the work that Mapleton does with the teacher's association and is very happy with the outcome of this year's negotiations. Ms. Ciancio thanked Brian Fuller for his work with DAAC and said the work they have done is impressive. She also said that she is proud of the progress that Mapleton has made on the promises made in the November election.

17.0 BOARD COMMITTEE UPDATE

Mr. Moe reported that the Mapleton Education Foundation met on May 17, 2023. Agenda included a reminder about the upcoming Top Golf Event on June 1, 2023, Wolverine Welcome Back will be held on August 4, 2023, at 7:30 am, and the theme for the gala has been decided: Bow Ties & Blue Jeans.

Ms. Croisant reported that BOCES did not meet last month and there is no update.

Ms. Boyce said reported that the Adams County 14 Committee met on May 5, 2023. She reported that Adams County 14 School District agreed to have Dr. Ranelle Lang write a report regarding the committee's recommendations.

18.0 SCHOOL BOARD DISCUSSION / REMARKS

Ms. Croisant said that she was impressed with the MEA negotiations process. She said while the process can be hard the committee is always able to find common ground, everyone is respectful, and there are opportunities to connect with each other.

19.0 NEXT MEETING NOTIFICATION

The next Board Business meeting will be at 6:00 p.m. on June 13, 2023, in the Administration Boardroom.

20.0 ADJOURNMENT

Ms. Croisant noted the Board would meet in a staff debrief session following the business meeting.

The Board motioned to adjourn at 7:05 p.m.

Cynthia Croisant, Board President

Daisy Lechman, Board Secretary

Submitted by Laura Milani, Recording Secretary for the Board of Education

Memo

TO: Charlotte Ciano, Superintendent
FROM: Erica Branscum, Deputy Superintendent, Talent Management
DATE: June 13, 2023

Policy: Professional Staff Recruiting and Hiring, Policy GCE/GCF
Report Type: Decision Making (Consent)
SUBJECT: Personnel Action

Policy Wording: The Board of Education for Mapleton Public Schools directs the Superintendent to develop and maintain a recruitment program designed to attract and hold the best possible personnel.

Policy Interpretation: This policy is interpreted to include monthly updates to the Board on the District's hiring and staffing changes.

Decision Requested: The Office of Human Resources recommends the following personnel information to be approved by Board Action at the regular meeting on June 13, 2023.

CLASSIFIED STAFF

<u>NEW EMPLOYEES</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>HIRE DATE</u>	<u>REASON</u>
Camara, Jeffrey	Campus Supervisor	Broadway Bldg	07/17/2023	New Hire
<u>RESIGNATIONS/TERMS</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>TERM DATE</u>	<u>REASON</u>
Marks, Daniel	Preschool Paraprofessional	Trailside	05/30/2023	Resignation
Ramirez Fonseca, Jaime	Substitute Custodian	Operations	06/14/2023	Resignation
Schafer, Clara	Instructional Paraprofessional	Welby	05/26/2023	Reduction

CLASSIFIED REQUESTS

No requests at this time.

LICENSED STAFF

<u>NEW EMPLOYEES</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>HIRE DATE</u>	<u>REASON</u>
LeNoble, David	Business	GLA	08/07/2023	Re-Hire
Velazquez, Juan Raul	Instructional Guide	MECP	08/07/2023	New Hire
<u>RESIGNATIONS/TERMS</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>TERM DATE</u>	<u>REASON</u>
Bejarano, Richard	Special Education	Academy	05/30/2023	Resignation
Miron, Jaclyn	4th Grade	York	05/30/2023	Resignation
Parris, Samantha	4th Grade	Adventure	05/30/2023	Resignation
Pittman, Katherine	Instructional Guide	Explore	05/30/2023	Resignation
Tozer, Lindsay	ELL	Clayton	05/30/2023	Resignation

LICENSED REQUESTS

No requests at this time.

ADMINISTRATION STAFF

<u>NEW EMPLOYEES</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>HIRE DATE</u>	<u>REASON</u>
Durrant, Jolene	Assistant School Director	Clayton	07/01/2023	New Hire
Lauffenburger, Alexis	Program Coordinator	Teaching & Learning	07/01/2023	New Hire
Schwab, Brieanna	Assistant School Director	Global Primary Academy	07/01/2023	New Hire
<u>RESIGNATIONS/TERMS</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>TERM DATE</u>	<u>REASON</u>
	Choose an item.	Choose an item.	Click or tap	Choose an item.

ADMINISTRATION REQUESTS

No requests at this time.

SUBSTITUTE TEACHERS/OTHER ON CALL

ADDITIONS

DELETIONS

Quezada, Valeria
Steffonich Gallegos, Sunshine

LEAVE REQUESTS

NAME

DATES

Memo

TO: Board of Education
FROM: Charlotte Ciano, Superintendent
DATE: June 13, 2023

POLICY: School Board Policy Process, Policy BG
REPORT TYPE: Decision Making
SUBJECT: Adoption of Board Policy

Policy Wording: The Board develops policies and puts them in writing to provide for the successful, consistent, and efficient operation of Mapleton's schools and the high achievement of Mapleton's students.

Decision Requested: District administration is requesting Board adoption of the attached policies.

Report: At the May 9, 2023, Board Study, District Administration, and the Board of Education received the following policies for first review. These policies are being presented for final review and adoption.

IC ICA	School Year/School Calendar/Instruction Time
IKF	Graduation Requirements

This evening, District Administration recommends that these policies be adopted. The attached copies represent the "final" version of the policies and are submitted for Board approval.

School Year/School Calendar/Instruction Time

Prior to the end of each school year, the Board of Education (the “Board”) for Mapleton Public Schools (the “District”) must determine the length of time during which District schools must be in session during the next school year. The number of hours/days of planned teacher-student instruction and of teacher-student contact must be consistent with the Board's definition of "actively engaged in the educational process," must meet or exceed the requirements of State law, and must include a sufficient number of days to allow the Superintendent flexibility in preparing a calendar that supports the District’s educational objectives.

The Board defines "actively engaged in the educational process" as a time when students are working toward achieving educational objectives under the supervision of a licensed teacher, including:

- classroom instruction time;
- individual student work time while at school, including study hall and library research;
- school-related field trips;
- independent study insofar as such study is allowed under District policy; and,
- assemblies.

For the purpose of online instruction, the definition of “actively engaged in the educational process” includes all of the above and instruction delivered electronically and/or the use of other types of independent, remote work time for students provided under the supervision of a certified or licensed teacher. Remote learning days may include the use of: Mapleton Online, services provided with Colorado Digital Learning Solutions, any assigned and prepared work packets, pre-recorded classes, or other methods utilized by the teacher and school. Teacher-pupil instruction and contact time may be tracked and counted for attendance purposes occur in the following ways:

1. Presence during in-person instruction;
2. Assignments completed at home;
3. Logging into the online learning platform;
4. Signing an online form attesting to work completed at home;
5. Student demonstration of learning;
6. Responding to teacher emails or communication.

Attendance will be recorded at least once daily for days when instructional hours are provided, meaning a student is “actively engaged in the educational process.”

"Actively engaged in the educational process" does not include:

- lunch;
- time students spend before school waiting for classes to begin;
- time after the last class of the day, including waiting for the bus; and
- teacher preparation time.

Supervision by a licensed teacher must not require that the teacher be in the student's physical presence at all times, but that the teacher is exercising direction and control over the nature of the student's activities.

The District calendar for the next school year must be prepared by the Superintendent (or designee) and presented to the Board for approval in the spring of each year. The Superintendent (or designee) must consult with other Districts in the area when preparing the calendar.

The Board authorizes the administration in each school building to issue a school calendar based on the District calendar and in accordance with this policy. Administrators are encouraged to examine instruction time and calendar issues in the context of supporting the District's educational objectives.

Calendars must include the dates for all staff in-service programs scheduled for the upcoming school year. The administration will allow public input from parents and teachers prior to scheduling the dates for staff in-service programs.

A copy of the calendar must be provided to all parents/guardians of students enrolled in District schools and will be available on the District website. Any change in the calendar, except for emergency closings or other unforeseen circumstances, must be preceded by an adequate and timely notice of no less than 30 days.

Adopted June 27, 2017, by the Board of Education for Mapleton Public Schools.

Revised August 25, 2020.

Revised September 22, 2020.

Revised June 13, 2023.

LEGAL REFERENCES:

C.R.S. § 22-1-112 (*school year and national holidays*)

C.R.S. § 22-32-109(1)(n) (*duty to determine school year and instruction hours*)

C.R.S. § 22-33-102(1) (*definition of academic year*)

C.R.S. § 22-33-104(1) (*compulsory attendance law*)

C.R.S. § 22-44-115.5 (*fiscal emergency*)

1 CCR 301-39, Rules 2254-R-2.06 (*school year and instruction hours; definition of contact/instruction time*)

CROSS REFERENCES:

EBCE: School Closings and Cancellations

JH: Student Absences and Excuses

Graduation Requirements

In pursuit of its mission to ensure that each student is empowered to achieve his or her dreams, Mapleton Public Schools (the “District”) has established the following graduation requirements.

Mapleton students, parents, and staff must work together to ensure graduation requirements are met. Teachers, post-secondary coaches, and administrators shall guide students and inform parents in order to ensure that students are aware of graduation requirements and their progress toward meeting these requirements.

To receive a high school diploma from Mapleton Public Schools, all students must meet or exceed the District’s academic standards. Students with disabilities shall be provided access to all graduation pathways provided by this policy and shall have the opportunity to earn a high school diploma from the District.

Graduation from high school is a culminating event that results from the foundations built at the elementary and middle levels. Graduation is a collaborative effort among levels in a student’s public school career. Each level of school and each staff member or parent/guardian who instructs or counsels a student shares responsibility for the ultimate ability of that student to demonstrate proficiency in the District’s academic standards and to meet the expectations for graduation.

Units of Credit Needed

A total of 22 credits earned during high school are required for graduation. A credit is defined as the amount of credit given for the successful completion of a course which meets five days per week for a minimum of 40 minutes daily for at least 36 weeks, or the equivalent.

Successful completion means that the student obtained a passing grade for the course, which is the equivalent of a “C-” or better. Students may also be permitted to receive course credit for demonstrating proficiency in a subject area equivalent to that shown by successful completion of the course. Proficiency may be demonstrated through receiving a “D-” or better in a college course in the same subject, or a “C-” through a presentation of evidence consistent with District approved rubrics demonstrating course-level equivalent knowledge and skills. Receiving course credit based on demonstrated proficiency rather than course completion must be approved by the Superintendent (or designee).

A student may pursue coursework in one or more content areas beyond the minimum requirements, insofar as school scheduling and resources permit. Students may request to transfer credit earned through alternative means such as college coursework, correspondence courses, armed services credit, adult education, independent study, and

internships to count toward high school graduation from Mapleton. These requests will be approved on an individual basis.

In rare instances, the Superintendent may approve a waiver of a specific requirement. The waiver request will be approved or denied based on the rationale provided for such waiver.

The following criteria shall entitle a student to a high school diploma from Mapleton Public Schools:

- Achievement in academic content standards as demonstrated by mastery of the curriculum which may include, but is not limited to, daily classroom assignments, State and District assessments, classroom assessments, and student participation in, and completion of, assigned projects.
- Successful completion of 22 credits in grades nine through twelve in the prescribed categories listed below (District requirements) in addition to successful completion of all school-specific requirements.
- Demonstration of academic proficiency in English and math using one measure in each content from the Mapleton Public Schools Menu of College and Career-Ready Demonstrations listed in the accompanying regulation (IKF-R).

The following District-wide graduation requirements must be satisfied to be eligible for graduation:

Subject Area	Credits Required	Specific Courses Required
English	4	
Mathematics	3	All 3 credits must be earned in Algebra 1 and higher
Natural/Physical Science	4	At least 2 credits must be lab-based
Social Studies	3	At least .5 credit must be in Civics/Government and at least 1 credit must be in U.S. or World History

Foreign Languages	1	
Physical Education	1	Must include at least .5 credit in Health and .5 credit in Physical Education
Academic Electives	5.5	Financial Literacy – required course Must receive at least .5 credit in art. The remaining credits may be earned in any academic area listed, or any career and technical education courses, work based learning credit, AFJROTC, foreign languages, computer science, art, music, drama, or credits earned through concurrent enrollment courses.
Capstone	.5	Includes an independent research project, a community service experience, and an individual career and academic portfolio.
Total	22	

The Colorado State Board of Education has adopted State graduation guidelines that identify college and career readiness measures in English (Reading, Writing, and Communicating) and Mathematics. Mapleton Public Schools has selected its own measures from these State graduation guidelines. See IKF-R.

Students must complete at least one English measure and one Math measure and meet or exceed the measure's corresponding cut score or criteria to demonstrate college and career readiness in English and Math. The Board's approved measures and cut score are outlined in this policy's accompanying regulation.

Exceptions to the Board's Required Measures and Cut Scores/Criteria

If a student has demonstrated college and career readiness by completing an assessment or other measure that is not included in this policy's accompanying regulation but is included in the State graduation guidelines, the school director (or designee) may determine that such assessment or other measure is acceptable and meets the District's graduation requirements.

School-Specific Requirements

Mapleton Public Schools offers unique learning experiences for its students and each school provides its own learning model and environment. Accordingly, each high school requires students to complete school-specific academic experiences that reflect the focus of that specific school. This provides a unique mix of approaches of equal rigor for students to demonstrate essential skills and knowledge for life after graduation. To be eligible for graduation, all students must complete the school-specific graduation requirements in addition to the District-wide graduation requirements.

Credit from Other Institutions and Home-Based Programs

All students entering from outside the District must meet the District graduation requirements. The school director shall determine whether credit toward graduation requirements shall be granted for courses taken outside the District. Students who are currently enrolled in the District and wish to obtain credit from outside institutions or through online programs must have prior approval from the school director.

The District shall accept the transcripts from a home-based educational program. In order to determine whether the courses and grades earned are consistent with District requirements and academic standards, the District shall require submission of the student's work or other proof of academic performance for each course for which credit toward graduation is sought. In addition, the District may administer testing to the student to verify the accuracy of the student's transcripts. The District may reject any transcripts that cannot be verified through such testing.

Credit from a Dropout Recovery Program

In accordance with applicable State law, college courses completed pursuant to the student's participation in a "dropout recovery program" shall count as credit toward completion of the District's graduation requirements. A student seeking to enroll in a dropout recovery program shall work with his or her school director (or designee) in selecting college courses.

Class Rankings and Grade Point Averages

Graduating seniors shall be ranked within the graduating class for each high school on the basis of grade-point averages for the four-year program, excluding the last semester of the senior year.

Grades for regular classes will be given the following values: A=4, B=3, C=2.

Grades for college-level classes will be given the following values: A=5, B=4, C=3, D=2.

After a course has been passed, no future grade earned in the same course shall be used to determine class rank or grade point average.

The student with the highest-class rank will be valedictorian. When more than one student holds the numerical one rank, all students holding the rank will be declared co-valedictorians.

When transcripts of transfer students show grades, such as pass or satisfactory, such grades shall not be counted in determining class rank or grade point average. Students entering from home-based education programs must submit student work or other proof of academic performance for each course for which credit toward class ranking or grade point average is sought.

Independent Study

Independent study, work experience, and experienced-based programs approved in advance by the District Learning Services Department may be taken for high school credit. Students must submit a request for approval that includes a summary of the educational objectives to be achieved and must be monitored by a faculty member.

Student Course Load

The course load for freshmen, sophomores, juniors, and seniors shall be a minimum of 6 credits per school year. Students who wish to take fewer credits in any given school year must obtain advance permission from the school director.

Years of Attendance

Mapleton Public Schools believes that most students benefit from experiencing four years of high school and accordingly, District high school programs are designed to take four years to complete. The District provides programs that allow students to earn college credit while in high school, and students needing more of a challenge are encouraged to take advantage of those opportunities rather than graduating early. The District recognizes, however, that in some circumstances it may be appropriate for a student to graduate early. The Superintendent may authorize early graduation for a student requesting it as long as the student has met all District graduation requirements in accordance with this policy and its accompanying regulation.

Adopted October 22, 2013, by the Board of Education for Mapleton Public Schools.

Revised May 24, 2016.

Revised June 27, 2017.

Revised September 22, 2020.

Revised February 21, 2022.

Revised June 13, 2022.

LEGAL REFERENCES:

C.R.S. § 22-1-104 (*teaching history, culture, and civil government*)

C.R.S. § 22-1-104.7(2)(a) (*requirement to incorporate Holocaust and Genocide studies standards into existing course required for graduation*)

C.R.S. § 22-32-109(1)(kk) (*board to establish graduation requirements applicable to students enrolling in 9th grade beginning in the 2012-13 school year*)

C.R.S. § 22-32-132 (*discretion to award diploma to honorably discharged veterans*)

C.R.S. § 22-33-104.5 (*home-based education law*)

C.R.S. §§ 22-35-101 *et seq.* (*Concurrent Enrollment Programs Act*)

CROSS REFERENCES:

AE: Accountability/Commitment to Accomplishment

AEA: Standards-Based Education

IA: Instructional Goals and Learning Objectives

IHA: Basic Instructional Program

IHAC: History and Civil Government Education

IHBG: Home Schooling

IHBK: Preparation for Postsecondary and Workforce Success

IHCDA: Concurrent Enrollment

IK: Academic Achievement

IKA: Grading/Assessment Systems

ILBA: District Program Assessments

ILBB: State Program Assessments

ILBC: Literacy and Reading Comprehension Assessments

Memo

TO: Charlotte Ciano, Superintendent
FROM: Michell Ansley, Chief Academic Officer
DATE: June 13, 2023

Policy: Student Travel, Policy JJH
Report Type: Decision Making
SUBJECT: Student Travel – Boys & Girls Basketball Camp 2023

Policy Wording: All overnight trips and trips exceeding 200 miles round trip have prior approval of the Board of Education.

Policy Interpretation: This policy is interpreted to include submitting to the Board all student travel requests which include overnight stays and/or are in excess of 200 miles round trip.

Decision Requested: The district is seeking approval for an in-state, overnight trip for students attending the Boys and Girls Basketball Camp at MESA State College in Grand Junction, Colorado. Monday, June 26 through Thursday, June 29, 2023.

Report:

Participants:

Christopher Kemm, the Girls Basketball Coach at Skyview requests to take 30 students to MESA State College from Monday, June 26 through Thursday, June 29, 2023.

Isaac Valdez, the Boys Basketball Coach at Skyview requests to take 20 students to MESA State College from Monday, June 26 through Thursday, June 29, 2023.

Purpose: The basketball camp is geared toward building stronger teams, uniting multiple schools into one Girls Skyview Team and one Boys Skyview Team. This Basketball Camp provides the team with greater opportunities to learn important life skills such as unity, the definition of a team, social interaction without technology, how to build a bond, self-pride, and better representation of the school district and community they represent. The students learn new disciplines from a Collegiate program and sample what a college campus looks and feels like. This camp also opens the door for our upperclassmen to take ownership of mentoring the new Mapleton athletes coming into the school district.

Transportation and Contingency Planning: The groups will be taking a bus to Grand Junction. Parent permission slips, including medical information, and required signatures, will be collected for each student in attendance. All students and seven coaches will be lodging in Mesa State College dorms during the days of camp.

Cost and Source of Funding: The total cost for this trip is \$8,750 for the girls' team and \$6,250 for the boys' team. Travel, lodging, and food costs will be paid for, using team fundraising dollars. Students and coaches will be asked to bring their own money to

purchase the cost of breakfast and lunch on Monday's trip to MESA State, as well as desired souvenirs.

Memo

TO: Charlotte Ciano, Superintendent
FROM: Michell Ansley, Chief Academic Officer
DATE: June 13, 2023

Policy: School Board Powers and Responsibilities, Policy BBA
Report Type: Decision Making
SUBJECT: Adoption of Curricular Materials – Cengage Career and Technical Education

Policy Wording: It is the responsibility of the School Board to approve textbooks selected by the Superintendent, or designee, approving recommended courses of study.

Policy Interpretation: This policy is interpreted as ensuring the Board officially adopts programs and curriculum for use in the School District upon the recommendation of the Superintendent.

Decision Requested: District administration is requesting the Board's adoption of Cengage Career and Technical curricular materials to support student learning in Career and Technical Education courses throughout Mapleton.

Report: Cengage Career and Technical Education resources align to career clusters, including the latest industry standards and Career and Technical Student Organizations (CTSO). Cengage materials prepare students for certification and workplace success, infuse hands-on labs and simulations for real-world experiences, and are delivered to students on a digital platform compatible with Mapleton's current instructional technology including Chromebooks, Canvas, and Infinite Campus. Cengage course resources are written by authors who draw on experiences as CTE teachers and industry professionals. Online solutions are developed by experienced Learning Designers who build interactive activities and assessments that engage students and prepare them for success in their careers.

A preview of these instructional materials has been available for public comment on the Mapleton Public School website since May 12, 2023.

Approval is requested from the Board for of Cengage Career and Technical Education curricular materials to be utilized in CTE pathway classes beginning in the Fall of 2023.

Memo

TO: Charlotte Ciano, Superintendent
FROM: Michell Ansley
DATE: June 13, 2023

Policy: Funding Proposals, Grants and Special Projects, Policy DD
Report Type: Decision Making
SUBJECT: Grant Funds – 2023 Early Literacy Assessment Tool Grant

Policy Wording: Policy DD states that the District is encouraged to pursue all available sources of funding consistent with achieving the District's objectives.

Policy Interpretation: This policy is interpreted to require Board acceptance of grant funds to be applied toward instructional resources.

Decision Requested: District administration is requesting Board approval to accept the recently awarded Early Literacy Grant from the Colorado Department of Education (CDE) that will provide early literacy resources totaling \$53,160.

Report: During the spring of 2023, Mapleton submitted an early literacy grant application to the Colorado Department of Education to cover existing expenses of a reading assessment platform. In May, we learned that Mapleton has been approved for the 2023-2024 fiscal year and will receive software licenses for Amplify's mCLASS DIBELS 8th Edition platform for all kindergarten, first, second, and/or third-grade students.

The Colorado Department of Education (CDE) has concluded its review of proposals for an experienced organization to provide an early literacy assessment tool to meet the requirements of The Colorado Reading to Ensure Academic Development Act. The selection committee for this solicitation included educators and assessment professionals from several districts in Colorado as well as representatives from the Dyslexia Working Group.

Though the Department of Education will not award Mapleton any money, we are awarded software, assessment materials, and professional development for all our K-3 students totaling approximately \$53,160 annually for five years. The grant award includes the online tool, mCLASS, which:

- a) Provides individualized assessments in English and Spanish with immediate results for teachers;
- b) Stores and analyze assessment results, recommends activities that are aligned with the assessment results, and assists in tracking student performance and identifying strategies to improve student performance;
- c) Provides student grouping recommendations based on the assessment scores and provides proposed lesson plans on a short-term cycle; and
- d) Assists in generating and populating individualized plans to improve students' reading skills.

The assessment tools, available in Spanish and English, enable teachers to conduct real-time assessments of the reading skill levels of students and, based on the assessment results, generate intervention plans and materials. District administration recommends approval of this grant to receive K-3 early literacy assessment tools as well as training *and* support for teachers.

Memo

TO: Board of Education
FROM: Charlotte Ciano, Superintendent
DATE: June 13, 2023

Policy: Professional Staff Recruiting and Hiring, Policy CC
Report Type: Decision Making
SUBJECT: Administrative Assignments

Policy Wording: ...The Superintendent shall have freedom to create an administrative structure as appropriate for supervision and accountability throughout the District.

Policy Interpretation: This policy is interpreted as requiring the superintendent to notify the Board of Education regarding the administrative assignments each year.

Decision Requested: The Superintendent recommends the following administrative plan for the 2023-2024 school year.

Academy High School	School Director	Edgar Torres
	Asst. Director	Matt Coates
Achieve Academy	School Director	Kevin King
	Asst. Director	Sharon Forbes
Adventure Elementary	School Director	Sarah Kopperud
	Asst. Director	Marisa Abreo
Clayton Partnership School	School Director	Lanaye Smith
	Asst. Director	Jolene Durrant
Explore Elementary	School Director	Kim Peebles
	Asst. Director	Lindzy Molinaro
Global Primary Academy	School Director	Laura Nelson
	Asst. Director	Brianna Schwab
Global Intermediate Academy	School Director	A.J. Staniszewski
	Asst. Director	Melissa Berry
Global Leadership Academy	School Director	Tiffany Dragoo
	Asst. Director	Meghan Dekam
Mapleton Early Career Prep	School Director	Robin Graham
	Asst. Director	Tyler Eaton
Mapleton Expeditionary	School Director	Annaleah Bloom
School of the Arts	Asst. Director	Ryan Fuss
Mapleton On-Line School	School Director	Amber Von der Hofen
Meadow Community School	School Director	Jill Bolton
	Asst. Director	Emelina Pacheco
Monterey Community School	School Director	Connie Io
	Asst. Director	Paul Stecina
North Valley School for Young Adults	School Director	Jim Lefebvre

Performing Arts School On Broadway	School Director	Jackson Westenskow
Preschool on Poze	School Director	Ryan Fiore
Trailside Academy	School Director	Jessie Massey
	Asst. Director	Chua Vue
Valley View School of Innovation	School Director	Julianne Hazah
Welby Community	School Director	Danielle Dickson
School of the Arts	Asst. Director	Garrett Gabalis
York International	School Director	Ericksen Van Etten
	Asst. Director	Jennifer Malouf
	Asst. Director	Ben Schneider
Sr. Deputy Superintendent		Mike Crawford
Deputy Superintendent, Talent Management		Erica Branscum
Chief Academic Officer		Michell Ansley
Chief Financial Officer		Eduard Storz (Pending)
Chief Operations Officer		Dave Sauer
Executive Director, Accreditation/Accountability/Assessment		Brian Fuller
Executive Director, Integrated Services		Jill Fuller
Chief Communications Officer		Melissa Johnson
Director, Assessment		Eleanor Burns
Director, Athletics & Student Activities		Pat Weir
Director, Business Services		TBD
Director, CTE Program		Chris Byrd
Director, Early Childhood		Kristen Morel
Director, Nutrition Services		Lindsay Hull
Director, Performing Arts		Robin Cutting
Director, Security & Safe School Environments		Daniel Jimenez
Director, Talent Management		Ingrid Marin
Director, Technology		Todd Pugliese
Director, Teaching & Learning Services		Allyson Mallory
Director, Teaching & Learning Services		Karla Gruenwald
Assistant Director, Integrated Services, Special Populations		Maggie Cobbins
Assistant Director, Performing Arts		Melissa Weyer
Assistant Director, Teaching & Learning Services		Brad Russell
Educator Pathway Coordinator		Toni Booth
Multilingual Program Coordinator		Alexis Lauffenburger
Nurse Administrator		Monica Ycaza
Student & Family Engagement Coordinator		Ronaldo Ortiz
Student Support Coordinator		TBD

Memo

TO: Charlotte Ciano, Superintendent
FROM: Mike Crawford, Senior Deputy Superintendent
DATE: June 13, 2023

Policy: School Board Powers and Responsibilities, Policy BBA
Report Type: Decision Making
SUBJECT: Classified Employee Handbook Revisions

Policy Wording: Policy BBA states that the Board considers the following responsibilities of particular importance and, in those cases where action is required, reserves the authority to take final action: To determine salary schedules, after consultation and discussion with the Superintendent or designee.

Policy Interpretation: This policy is interpreted as requiring the District administration to seek Board approval of conditions contained in the Classified Employee Handbook.

Decision Requested: The administration is seeking approval for the implementation of the Classified Employee Meet and Confer Agreement for 2023-2024 between Mapleton Classified Employees and the Mapleton Public Schools Board of Education.

Report

On May 23, 2023, representatives of Mapleton's classified employees met with District administration to confer about changes to the Classified Employee Handbook and classified salary schedule for the 2023-2024 school year. The following is a summary of the proposed changes recommended by all parties for Board approval:

Financial Items

- Eligible classified employees will take experience steps on the salary schedule.
- All cells on the classified salary schedule will increase by \$0.55.
- In order for the District to remain competitive with similar employers, an additional step will be added to the top of each salary range.
- Consistent with the agreements with other employee groups, the District will pay half of the increase in cost for employees who elect the Kaiser HMO insurance plan and will contribute the same dollar amount toward the DHMO plan for employees who elect it.

Language Items

- Under Sick Leave, the following paragraph was added: "Employees new to the District will be advanced up to three days of cumulative leave for use during their first 90 days of employment when their absences are necessitated by an eligible reason."
- Under Vacation, language pertaining to part-time employees and to maximum vacation accrual was adjusted for clarity/

Mapleton's classified employees provide invaluable service to our District and community, and their leadership is appreciative of the Board's support.

Memo

TO: Charlotte Ciano, Superintendent
FROM: Erica Branscum, Deputy Superintendent
DATE: June 13, 2023

Policy: School Board Powers and Responsibilities, Policy BBA
Report Type: Decision Making
SUBJECT: Administrator Handbook Revisions

Policy Wording: Policy BBA states that the Board considers the following responsibilities of particular importance and, in those cases where action is required, reserves the authority to take final action: To determine salary schedules, after consultation and discussion with the Superintendent or designee.

Policy Interpretation: This policy is interpreted as requiring District administration to seek Board approval of conditions contained in the Administrator Handbook.

Decision Requested: Administration is seeking approval for implementation of the Administrator Meet and Confer Agreement for 2023–2024 between Mapleton Administrators and the Mapleton Public Schools Board of Education.

Report: On May 23, 2023, representatives of Mapleton's Administrative Team met with District Administration to confer about revisions to the Administrator Handbook, including salaries and benefits for the 2023-2024 school year. The following is a summary of the agreements recommended by all parties for Board approval:

Financial Items:

- The salary ranges for each administrator group will increase to remain competitive with surrounding school districts. The beginning salary range for a school director will increase to \$119,000 and \$96,000 for assistant directors. Additionally, each administrator will receive a minimum of a \$5,500 raise.
- An expense reimbursement will be provided for general expenses incurred in fulfillment of their responsibilities as a monthly reimbursement rather than separate installments for phone and mileage.
- Consistent with the agreements with other employee groups, the District will pay half of the increase in cost for employees who elect the Kaiser HMO insurance plan and will contribute the same dollar amount toward the DHMO plan for employees who elect it.

Language Items:

- School Directors and Assistant Directors will work a total of 220 days. 212 days will be predetermined in the calendar and the remaining 8 days will be determined by the school director for unplanned but necessary attention to work matters during the summer and other unscheduled times.

- Language in the Agreement under sick bank will clarify that eligibility to use Sick Bank days only occurs following the employee's exhaustion of all other available leave time.
- Language will be added for Protection from Assaults and Protection of Personal Property to match the licensed agreement.

Administrator representatives were appreciative of the support conveyed in this agreement and the salary increase.

Memo

TO: Charlotte Ciano, Superintendent
FROM: Mike Crawford, Senior Deputy Superintendent
DATE: June 13, 2023

Policy: Bidding Procedures, Policy DJE
Report Type: Decision Making
SUBJECT: Consideration of Owners' Representation for Construction Projects

Policy Wording: Policy: All contractual services, professional services, and purchases of supplies, materials, and equipment in the amount of \$75,000 or more shall be put to bid. The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the District.

Policy Interpretation: This policy is interpreted to require Board approval for significant contracts related to capital construction.

Decision Requested: District administration is recommending the selection of Anser Advisory to serve as the owner's representative team for the reconstruction of Meadow Community School, with the option to also use them on other projects resulting from the 2022 Mill Levy passage, as necessary.

Report: Earlier this spring, Mapleton issued a request for qualifications to identify and interview companies able to provide owner's representation services. We received responses from seven companies. Three were not interviewed; two had no school construction experience, and one was not local to the Denver area.

The remaining four respondents were interviewed in late May. All had successful experience representing school districts on BEST projects, had positive references, and had a competitive fee structure. Of the four, Anser Advisory stood out as proposing a veteran team with a long, positive relationship with Mapleton.

District administration has been impressed with the level of expertise, professionalism, efficiency, and dedication offered by the proposed team (formerly known as RLH Engineering) as they have assisted us with past environmental remediation projects. Having considered multiple methods of managing the upcoming capital projects, we believe it is in the best interest of the District to formally retain Anser Advisory for owner's representation services. Administration is recommending that the Board authorize the execution of the attached agreement.

SUBMITTED BY: _____
APPROVED BY: _____
DATE: _____



**RFQ/P #2304
Owner's Representative Services**

AGREEMENT

This agreement, made and entered into effective the 9th day of June, 2023 by and between **Mapleton Public Schools**, whose mailing address is 7350 Broadway Denver, CO 80221, hereinafter referred to as the "District", and Anser Advisory, whose mailing address is 601 Gyrfalcon Court, Unit A, Windsor, Co 80550, hereinafter referred to as "Contractor".

RFQ/P# 2304 Owner's Representative and the response provided by Anser Advisory, in its entirety, represent the basis of formation of this contract.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services: The Contractor agrees to provide goods and/or services as set forth in SECTION 3 – SCOPE OF SERVICES hereto which is incorporated herein by this reference. In the event of any inconsistency between the provisions of this Agreement and the Scope of Services set forth in SECTION 3 – SCOPE OF SERVICES, the provisions contained within this Agreement shall control.
2. Effective Date: This Contract shall become effective on June 9, 2023 or the date this Contract is fully executed and approved as required by applicable law. The obligations to be performed pursuant to this Agreement shall be initiated no later than June 2023.
3. Termination:

For Convenience: The District may, at any time, terminate this Agreement for the District's convenience and without cause, upon sending a thirty (30) days written notification containing the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated, to the Contractor. The Contractor shall be entitled to receive payment for the services performed by the Contractor prior to termination. Contractor shall be entitled to no further compensation of any type from the District.

For Cause: The District may terminate this Agreement immediately without prior Notice if any of the following occurs:

- 1) If Contractor fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified;

- 2) If Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing the Services to the District;
 - 3) If any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;
 - 4) If any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or
 - 5) If Contractor is otherwise guilty of a substantial breach of a provision of this Agreement.
 - 6) When the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.
4. Compensation:
- a) In consideration of the obligations to be performed pursuant to this Agreement, the District shall pay the contractor according to fees presented in the project and fee schedule submitted in their response.
 - b) If additional work is necessary, as determined by the District, the District shall pay the Contractor for additional work according to the unit prices set forth in the project and fee schedule. If the additional work is not covered by the project and fee schedule, the parties shall, prior to the work being done, agree in writing as to (a) the nature, scope and timeline of the additional work; and (b) the price for the additional work.
 - c) The Contractor shall submit invoices monthly for services performed and expenses incurred during the prior month. Payment will be made to the Contractor within thirty (30) days of the District's receipt of the approved invoices.
5. Independent Contractor: The obligations to be performed by Contractor are those of an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees as agents of the school district or any of its Board members or any of its employees.

6. Insurance & Indemnification:

Workers' Compensation

- | | | |
|----|--|--|
| a. | State of Colorado | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer's Liability | \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee |
| d. | Waiver of subrogation in favor of MPS. | |

Comprehensive General Liability Providing Insurance for Personal Injury & Property Damage

- | | | |
|----|---|-------------|
| a. | Personal Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| | Each occurrence limit | \$1,000,000 |
| | General Aggregates | \$1,000,000 |
| b. | An endorsement providing that such insurance is primary and that no other insurance of MPS will be called on to contribute to a loss. | |
| c. | An endorsement for volunteers. | |

Professional Liability

- | | | |
|----|-----------------------|-------------|
| a. | Each occurrence limit | \$1,000,000 |
| | Annual Aggregate | \$1,000,000 |

The District must be included as an "Additional Insured" on the commercial general liability.

The company which writes the insurance (or bond) for Contractor must carry a rating of "A" or better as rated by Moody's or A.M. Best Company.

Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

The Owner's Rep shall indemnify and hold harmless MPS and MPS's Board, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Owner's Rep real or personal property, operations, provision of Services and/or conduct of any of its employees, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by MPS and/or MPS's Board, employees,

representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section shall be construed in any way or applied in any manner as a compromise or waiver of MPS's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

7. Undocumented Workers: The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District, even in the absence of gross negligence or willful misconduct. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.
 - a. If Contractor operates as a sole proprietor, Contractor hereby swears or affirms under penalty of perjury that Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et. seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the commencement of services.
8. Assignment and Subcontractor: The duties and obligations of the Contractor shall not be assigned, delegated, nor subcontracted without the express written consent of the District. Any subcontractor, assignee or delegatee consented to by the District shall be subject to the requirements of this Agreement. The Contractor shall remain responsible

for the delivery of services as set forth in this Agreement and for the performance of any subcontractor.

9. Compliance with Laws: The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.
10. Law, Venue and Arbitration: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial before the Courts of the State of Colorado, or the United States District Court for the District of Colorado or, if neither of such courts shall have jurisdiction, then before any court sitting in Adams County, Colorado having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process as provided by law. In addition, at the option of either party, any dispute related to this Agreement may be submitted for expedited arbitration under the auspices of, and in accordance with the then-current procedures of, the American Arbitration Association. Such Arbitration shall take place at an appropriate facility within the District at a time and place to be reasonably agreed upon by the Parties.
11. Annual Appropriation: The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District. The parties acknowledge therefore that this Agreement does not bind the school district beyond the current fiscal year.
12. Ownership of Work Product: All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by Contractor (or Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. The District may retain ownership of and may reuse such documents without written verification of Contractor.

13. Miscellaneous Provisions:

- **No Waiver of Governmental Immunity:** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the School District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as now or hereafter amended.
- **Entire Understanding:** This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by written instrument signed by both parties hereto.
- **Savings Clause:** If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.
- **Counterparts:** This agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument. Facsimile signatures shall be deemed to be the same as original signatures.

14. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail addressed to the following, and shall be deemed given when received:

For Contractor: Anser Advisory
ATTN: Travis Guerette
601 Gyrfalcon Court, Unit A
Windsor, CO 80550

For District: Mapleton Public Schools:
ATTN: Al Piper
591 E 80th Ave
Denver, CO 80221

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

15. Prior Approval Required: This Agreement shall not be deemed to be legally executed unless the following approvals have been obtained:

- Goods or services which have an instructional component or impact must be approved by the applicable Director of Student Achievement.
- Any purchase of technology, including either hardware or software, must be reviewed and approved by IT prior to execution.
- Approval by the MPS Board of Directors is required for all agreements of \$75,000 and above.

16. Contractor shall:

- Make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- Not permit any lien or claim to be filed or prosecuted against District on account of labor or material furnished.
- Pay to the Department of Revenue all sums withheld from employees pursuant to Colorado law.

17. Background checks: Contractor agrees that each person who will perform work under this agreement and interact with district students will be subjected to a criminal background check by the District similar to that which the District is legally obligated to perform on any new employee. Contractor agrees to provide the District with a signed release by which each employee authorizes such background check. If, as a result of the background check, the District does not wish an individual to serve under this contract, contractor agrees to the extent possible, to furnish another person within one (1) week. If such permanent replacement cannot be located within one week, contractor can fill the position with a substitute until a permanent employee can be retained, provided that a permanent replacement must be found within six (6) weeks.

For contractor employees who do not interact with District Students Contractor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

18. Child abuse reporting: Contractor agrees that each person who performs work on its behalf under this agreement shall immediately report any suspicions of child abuse or neglect to the building administrator (or if one is not available, to the Superintendent's office or such other office as is designated by the School District) upon becoming aware of information which forms the basis for such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. Section 19-1-103.)

Contractor agrees to inform the District immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any student, employee or patron of the District.

19. Equal Opportunity: In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
20. Time is of the Essence. Contractor agrees that time is of the essence in completing the terms of this Agreement.



This Agreement is made this _____ day of _____, 20__.

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

MAPLETON PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____
Date: _____