

September 22, 2021

Joie Siegrist, President, Board of Education  
Dr. Don Haddad, Superintendent of Schools

Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501

## DISTRICT VISION STATEMENT

*To be an exemplary school district which inspires and promotes high standards of learning and student well-being in partnership with parents, guardians and the community.*

## DISTRICT MISSION STATEMENT

*To educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens.*

## ESSENTIAL BOARD ROLES

- Guide the superintendent
- Engage constituents
- Ensure alignment of resources
- Monitor effectiveness
- Model excellence

## BOARD MEMBERS

- John Ahrens, Secretary
- Jim Berthold, Member
- Chico Garcia, Member
- Dr. Richard Martyr, Member
- Paula Peairs, Vice President
- Karen Ragland, Treasurer & Asst Secretary
- Joie Siegrist, President

## PUBLIC COMMENT PROCESS

*The Board of Education values community perspectives and the feedback from our parents, teachers, staff and community. During Board Meetings, the Board will hear up to 30 minutes of public comment on non-agenda items and 30 minutes of public comment on agenda-specific items.*

- Each person is limited to three minutes of public comment
- The manner of your comments must be appropriate for the business meeting of the board.
- If you are speaking to a non-agenda item, you must limit your remarks to matters of public concern about the district.
- Concerns about the day-to-day operations of the district should first be referred through the proper administrative channels before it is presented to the board.

Learn more at <http://stvra.in/publiccomment>

## 1. CALL TO ORDER

6:00 pm Regular Business Meeting

## 2. ADDENDUMS/CHANGES TO THE AGENDA:

## 3. VISITORS:

1. 20-21 Season D Athletics

## 4. AUDIENCE PARTICIPATION:

## 5. SUPERINTENDENT'S REPORT:

## 6. REPORTS:

- 6.1. 20-21 CMAS (ELA, Math, and Science) and SAT Suite of Assessments (SAT, PSAT 10 and PSAT 9)

## 7. CONSENT ITEMS:

- 7.1. Approval: First Reading, Adoption, Board Exhibit CC-E - St. Vrain Administrative Organizational Chart
- 7.2. Approval: Approval of Joint Use Agreement with the Town of Mead
- 7.3. Approval: Approval of Amendment to Construction Manager/General Contractor (CMGC) Contract for the Additional Parking Project at Erie High School
- 7.4. Approval: Approval of Update of Vendors Providing Purchased Goods over \$100,000
- 7.5. Approval: Approval to Adopt a Resolution of the Board of Education of the St. Vrain Valley School District RE-1J Regarding the Legal Defense and Indemnification of its Directors and Employees

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**8. ACTION ITEMS:**

- 8.1. Recommendation: Second Reading, Adoption and Approval to Board Policy IJNDAB\* - Instruction Through Online Programs
- 8.2. Recommendation: First Reading, Board Policies JLCD, JLCD-E and JLCD-R pertaining to Administering Medication to Students

**9. DISCUSSION ITEMS:**

**10. ADJOURNMENT:**

**Board of Education Meetings: Held at 395 South Pratt Parkway,  
Board Room, unless otherwise noted:**

Wednesday, October 13	6:00 - 8:00 pm Regular Meeting
Wednesday, October 20	6:00 – 8:00 pm Study Session - Westview Middle School
Wednesday, October 27	6:00 – 8:00 pm Regular Meeting

## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: 2021 CMAS (ELA, Math, and Science) and the SAT Suite of Assessments (SAT, PSAT 10, and PSAT 9)  
Strategic Priority: Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

PURPOSE

To provide the Board of Education with an update on 2021 Achievement and Growth data for all state assessment measures: CMAS (ELA, Math, and Science) and the SAT Suite of Assessments (SAT, PSAT 10, and PSAT 9).

BACKGROUND

Students in the St. Vrain Valley Schools completed 12,325 CMAS ELA and Math tests, and 5,792 PSAT and SAT tests. An in-depth report was provided at the Board of Education Study Session on September 15, 2021.

MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Exhibit CC-E – St. Vrain  
Administrative Organizational Chart  
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve revisions to Board Exhibit CC-E – St. Vrain Administrative Organizational Chart.

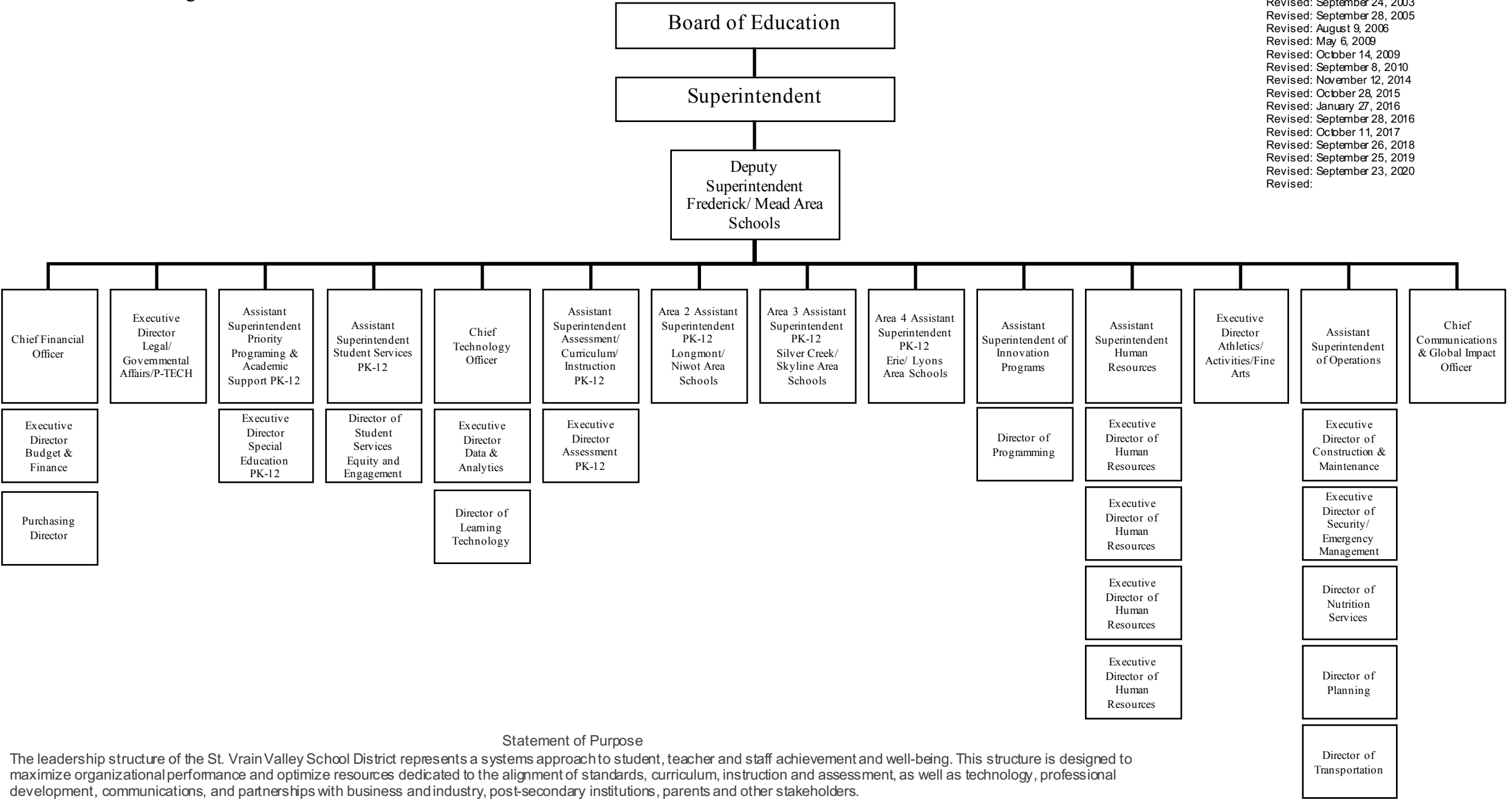
BACKGROUND

These revisions are necessary for alignment with current practice and have been reviewed by the Superintendent.

Board Policy BG – School Board Policy states, “Approval of all regulations and exhibits shall require only a single reading and vote of the Board.”

Administrative Organizational Chart

St. Vrain Valley School's Community



## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Joint Use Agreement with the Town of Mead  
Strategic Priority: Outstanding Communication and Collaboration  
with Community and Corporate Partners

RECOMMENDATION

That the Board of Education approve the Joint Use Agreement of Facilities between the Town of Mead and the St. Vrain Valley School District, and further authorize the President of the Board of Education to sign contract documents.

BACKGROUND

The St. Vrain Valley School District negotiates Joint Use Agreements with the municipalities in which District facilities are located. Joint Use Agreements are intended to foster partnerships, cooperation and outline shared use of both City and District facilities and programs.

**AGREEMENT FOR JOINT USE OF FACILITIES  
BETWEEN THE TOWN OF MEAD AND  
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**

**WHEREAS**, the parties to this Agreement are the St. Vrain Valley School District RE-1J, acting by and through its Board of Education, hereinafter referred to as the "District," and the Town of Mead, a municipal corporation, acting by and through its Board of Trustees, hereinafter referred to as the "Town;" and

**WHEREAS**, the District and the Town desire to create and foster a mutually beneficial relationship for the joint use by the Town and the District of certain District facilities which will benefit the citizens of both parties.

**NOW THEREFORE**, in consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

**Section 1. TERM.** This Agreement shall be effective August 16, 2021 ("Effective Date") once signed by the Town Board and District Board of Education, and will remain in effect for three years from the Effective Date. Both parties shall accept and approve any and all written amendments by execution thereof. Upon such execution by the parties, said written documents shall act as amending items to this Agreement. Any such amendments shall be executed by the Town Manager, Superintendent of Schools or his/her designee and be subject to both Boards' approval.

**Section 2. DISTRICT FACILITIES.** The District agrees to make available to the Town gymnasiums and certain District facilities at both Mead Elementary and Mead Middle School for recreational youth and adult use. In addition, the District will provide above-noted facilities for Town summer usage. District facilities will not be available for a window of generally three weeks for annual maintenance during the summer. The window will be determined by the District and as necessary, may be extended for additional maintenance, repair and/or replacement. In the event facilities need repair or replacement per the District, they may be closed for rejuvenation. Further, the District is planning major construction activities at Mead Middle School and Mead Elementary School. During these times, these facilities will be closed for use under this Agreement.

**Section 3. TERMINATION.**

- a. It is mutually understood and agreed by the parties, that if the District sells, assigns, conveys, leases or otherwise disposes of its facilities and/or buildings as herein established, this Agreement shall be void unless the express written consent of the District provides otherwise for assignment to a successor party.
- b. This Agreement may be terminated by either party giving the other party at least 60 days' advance written notice, including an explanation of the necessity for termination; however, the parties shall meet within 14 days of receipt of the notice to attempt to remedy any violations of this Agreement, and discuss any other reasons given for termination.
- c. This Agreement will be reviewed and modified, if needed, on a yearly basis.

**Section 4. SCHEDULING DISTRICT FACILITIES.**

- a. The District agrees to make the following facilities available to the Town upon request:
  - i. Gymnasiums shall be available after school time, on student contact days and on

weekends for the purpose of conducting games and practices.

- ii. Mead Elementary School soccer field after school time on student contact days, non-contact days, and during the months of May, June, July and August.
  - iii. Gymnasiums shall be available to the Town during summer non-student contact days provided it complies with section 5 Supervision.
- b. District facilities shall be available during times noted above except when the District's own programs and activities would be adversely affected by such use by the Town. To facilitate clear communication and avoid scheduling conflicts, the Town will reserve District facilities through the District Facility Use office. The Town will schedule activities at least two weeks prior to the start of any activity. All contract requests for summer use by the Town must be submitted to the Facility Use Office no later than the second Monday of May.
  - c. The District requires that an approved contract for Community Use of School Facilities and Grounds shall be on file for each use of said District facilities. Group supervisors for all Town activities using District facilities or fields shall have in their possession a copy of the approved contract.
  - d. The Town agrees that the District and its activities, including Community School activities and long-time, traditional users shall have "first priority" for the use of any and all District buildings and fields. Further, the Town agrees that a District event or activity shall have the right to supersede a Town event or activity previously scheduled in a District building, without argument or recourse. The District will endeavor to provide at least seven (7) days notice to Town managerial staff, in advance of scheduling conflicts.

## **Section 5. SUPERVISION.**

- a. The District agrees to make available its gyms in Mead Elementary and Middle Schools to the Town, provided that the Town of Mead designates a person as the supervisor of such use of said facilities. Said supervisor shall be present at the facility(s) and be one of the following individuals:
  - i. Town Official
  - ii. Recreation Department designee or Town Employee at least 18 years of age and a high school graduate. Over the age of 21 is preferred, but not required.
  - iii. The Facility Supervisor shall not be directly involved with facilitation of any event (i.e.: coach or instructor) during weekend use. (Event includes tournaments or activities that involve multiple teams in competition but does not include a small group of less than 25 people engaged in practices where one or more coaches or instructors are available to supervise the activity.)
- b. The Supervisor shall have the following qualifications:
  - i. Be minimally qualified to handle emergency situations and injuries that may arise.
  - ii. Be vested with and authorized to use, upon their own discretion and judgment, a sufficient level of authority to control and effect discipline of the participants, including terminating the activity or removing any and all persons who violate rules, endanger others, or damage District facilities or property.



- c. Further, the Town agrees to instruct participants not to enter District facilities prior to the arrival of Town's designated group supervisor for the event.
- d. The Town agrees to consider and take appropriate disciplinary action for supervisors who fail to comply with these requirements and the District's rules and regulations for supervisors, attached as Exhibit C of this Agreement, up to and including their removal as a supervisor.
- e. Violation of these requirements is grounds for termination of this Agreement, pursuant to the Termination provisions of this Agreement.

**Section 6. FEE WAIVER.** The District agrees that it shall not charge the Town any fees for activities which directly involve the students of the District. The District Facility Use Office may, at its discretion, waive fees for other Town activities. Further, activities which utilize District facilities and at which the Town charges spectators, teams and/or participants or both, such as basketball tournaments, softball/baseball tournaments, camps and clinics and similar activities, shall be charged a user's fee in accordance with District Policy KF and paid by the Town. Said compensation shall be arranged by and agreed to between the District's Assistant Superintendent of Operations or their designated representative (Facility Use Coordinator) and the Town's Town Manager or designated representative (Recreation Supervisor).

**Section 7. CANCELLATION OF USE.** The District reserves the right to cancel any scheduled use due to emergency closures, weather closures, school functions, or District functions that cannot be rescheduled.

**Section 8. ASSIGNMENT.** The Town shall not assign any provision of this Agreement to other organizations, nor shall it sponsor other organizations or activities under its name with respect to this Agreement.

**Section 9. DISTRICT SERVICES.** The District shall charge the Town for any direct costs it incurs for any custodial or supervisory services increased above normally scheduled work hours. Such services will be provided exclusively by the District. Further, such costs will be charged in accordance with the charges set forth in Policy KFE.

**Section 10. COMMUNICATIONS.** All communications which affect the terms, conditions, covenants and/or the effect of any written portion of this Agreement shall be in writing.

**Section 11. INSURANCE.** The District shall require, and the Town shall hereby agree to furnish the District's Risk Manager, current Certificate of Insurance showing that the Town is insured for liability, property, and workers' compensation as determined by the District. The Town's liability insurance policies shall be endorsed to include the District as an additional insured.

**Section 12. INDEMNIFICATION.** Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the use of the other's facilities, and further, each party, to the extent authorized by the law, agrees to hold the other harmless for actions or omissions of their respective employees and/or agents.

**Section 13. STORAGE.** The Town agrees that the District is not obligated to provide any storage space for materials or equipment belonging to the Town. Further, it shall not be the responsibility of the

District or its employees to prevent loss or damages or any materials or equipment belonging to the Town which are not removed from District premises.

**Section 14. TOWN EMPLOYEES.** It is mutually understood and agreed by the parties, that employees, patrons, participants, and clients of the Town shall not be, for any purposes, including payroll, construed to be employees or agents of the District and as such, are not entitled to any of the benefits of a District employee.

**Section 15. VENUE.** Venue for any and all legal actions arising out of this Agreement shall lie in the District Court in and for the County of Weld, State of Colorado, and this Agreement shall be governed by the laws of Colorado.

**Section 16. IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by either party of any rights, immunities, privileges, monetary limitations to Judgments, and defenses available to the parties under common law or the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S.

**Section 17. INTEGRATION.** This written Agreement constitutes the entire understanding of the parties hereto. No promises, representations, terms, conditions, or obligations whatsoever referring to the subject matter hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. No modification, change or alteration of this written Agreement shall be of any legal force or effect whatsoever unless in writing and signed by the parties hereto. Any and all previous agreements between the parties shall be considered null and void upon execution of this Agreement.

**Section 18. ANNUAL APPROPRIATION.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J  
STATE OF COLORADO**

~~Robert J. Smith~~, President, Board of Education

Joie Siegrist,

Date Signed

~~Debbie Lammers~~, Secretary, Board of Education

John Ahrens

Date Signed

Dr. Don Haddad, Superintendent of Schools

Date Signed

**TOWN OF MEAD**

Colleen Whitlow

Colleen Whitlow, Mayor, Board of Trustees

August 30, 2021  
Date Signed

ATTEST:

Mary Strutt

Mary Strutt, Town Clerk

August 30, 2021  
Date Signed

## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Amendment to Construction Manager/General Contractor (CMGC) Contract for the Additional Parking Project at Erie High School Strategic Priority – Portfolio of 21<sup>st</sup> Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the Amendment to the Construction Manager/General Contractor (CMGC) contract with Fransen Pittman Construction Co. Inc., for the Erie High School Additional Parking project for a maximum amount of \$500,000 and an initial contract award of \$462,202. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This project includes the cost of construction to add 58 parking stalls and all associated drainage, lighting, and landscaping for the additional parking.

The CMGC review committee reviewed responses to RFQ 2017-027 for Construction Manager/General Contractor services. Fransen Pittman Construction Co. Inc., was selected as the most qualified for this project based on their past experience relocating modular buildings within the district and capacity to perform the work.

The budget for this project has been established at \$550,000, as part of Capital Reserve funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Update to Approval of Vendors Providing Purchased Goods Over \$100,000  
Strategic Priority — Strong District Finances

RECOMMENDATION

The Board of Education approves the following updated list of vendors who are anticipated to provide purchased goods over \$100,000 during Fiscal Year 2021.

<b>Vendor Name</b>	<b>Goods Provided</b>	<b>Pricing Method</b>	<b>FY21 Est. Purchases</b>	<b>FY20 Total Purchases</b>
Gold Star Foods/GS Foods Group	Storage and Delivery USDA Commodity Foods	State Contract	\$100,000.00	None

BACKGROUND

This updated information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over \$100,000 in a single fiscal year, per Board Policy DJ/DJA – Purchasing/Purchasing Authority. This is specifically to address vendors who provide goods that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY22 newly awarded contracts.

## MEMORANDUM

DATE September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval to Adopt Resolution of the Board of Education of the St. Vrain Valley School District RE-1J Regarding the Legal Defense and Indemnification of its Directors and Employees  
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve and adopt a Resolution of the Board of Education of the St. Vrain Valley School District RE-1J regarding the legal defense and indemnification of its Directors and Employees.

BACKGROUND

Nationally, social and political issues that touch public education have become increasingly contentious. Lawsuits involving public education are on the rise due to differing public opinions on these issues. This resolution is recommended by legal counsel to publicly show support for the directors and employees of the district in these increasingly contentious times and to help insulate such directors and employees from these disputes so that they can remain focused on their roles and duties as public educators.

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J REGARDING THE LEGAL DEFENSE AND INDEMNIFICATION OF ITS DIRECTORS AND EMPLOYEES.**

**WHEREAS** the St. Vrain Valley School District RE-1J is a governmental entity organized and existing pursuant to state statute and is subject to the provisions of the Colorado Governmental Immunity Act, (herein, "the Act") Sec. 24-10-101, *et seq.*, C.R.S.; and

**WHEREAS** the Act (Sec. 24-10-110, C.R.S.) provides that a public entity shall be liable for the reasonable costs of the defense and for reasonable attorneys' fees of its Directors and public employees who are named as defendants in civil suits for monetary damages for injuries arising from the alleged acts and omissions which occurred during the performance of the defendants duties and/or employment; and

**WHEREAS** the Act (Sec. 24-10-110, C.R.S.) further provides that a public entity shall be responsible for the payment of any final judgment or authorized settlement of claims against any of its Directors and public employees where the claim arises out of injuries sustained from an act or omission occurring during the performance of the Director or employee's duties; and

**WHEREAS** the Act (Sec. 24-10-119, C.R.S.) further provides that the Act is applicable to all civil actions against all public entities, Directors and employees filed in any court including those claims which "sound in tort" and which are brought "pursuant to any federal law;" and

**WHEREAS** notwithstanding the above statutory provisions, the Board, at its sole discretion, may adopt a resolution choosing to defend, hold harmless and indemnify its Directors, superintendent, administrators, and other employees from any and all judgments, demands, claims, suits, actions, and legal proceedings at law or in equity regardless of the allegations or of a decision of a court or other decision-making body having jurisdiction over the matter regarding whether the acts or omissions of its Directors, superintendent, administrators, and other employees were not within the scope of employment, or were willfully or wantonly undertaken.

**WHEREAS** in the present climate of acute social and political divisiveness, amid the increasingly high-profile challenges to school board and school administrator decisions and actions, the Board wishes to publicly restate and reassert its commitment to supporting its Directors, superintendent, administrators, and other employees who may find themselves named as defendants in civil suits for money damages arising from alleged acts and omissions which occurred during the performance of their duties and/or employment; and

**WHEREAS** the Board wishes to acknowledge and support its Directors, superintendent, administrators, and other employees who have dedicated themselves, and continue to dedicate themselves, to advancing the District's mission "[t]o educate each student in a safe learning environment so that they may develop to their highest potential and become contributing citizens"; and

**WHEREAS** the Board wishes to provide such acknowledgement and support in order to assist its Directors, superintendent, administrators, and other employees in focusing the entirety of their efforts on advancing the District's mission consistent with Board policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J THAT:**

1. The District shall provide its Directors, superintendent, administrators, and other employees who are named as defendants in civil suits for monetary damages for injuries, whether in state or federal court, arising from the alleged acts and omissions which occurred during the performance of the defendants' duties and/or employment, with a legal defense and for reasonable attorneys' fees.
2. To the extent that the costs and expenses of defending any such claims are not provided by and through the District's insurance policies, the District shall pay the costs and expenses incurred by the Directors, superintendent, administrators, and other employees in such legal action whether or not they continue as employees or Directors of the District.
3. The District shall be responsible for the payment of any final judgment or authorized settlement of such asserted claims, whether in state or federal court, against such Directors, superintendent, administrators, and other employees to the extent not covered by any insurance carrier.
4. Nothing herein shall be construed as a waiver by the District of any of the privileges, immunities, limitations or defenses set forth in the Colorado Governmental Immunity Act or which may be otherwise available to it by common law or other applicable statutes, both federal and state.
5. This Resolution shall be effective immediately upon passage and shall remain in full force and effect until modified or rescinded by a majority vote of the Board.

Dated: September \_\_\_\_\_, 2021

**ST VRAIN VALLEY SCHOOL DISTRICT RE-1J**

By: \_\_\_\_\_  
President and Chair

**Attest:**

\_\_\_\_\_  
Secretary to the Board of Education



## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Second Reading, Adoption and Approval to Board Policy IJNDAB\*  
(Instruction Through Online Programs)  
Strategic Priority – Portfolio of 21<sup>st</sup>-Century Instructional Focus Schools  
and Robust Co-Curricular Opportunities

RECOMMENDATION

For the Board of Education to adopt on second reading an update to Board Policy IJNDAB\* (Instruction Through Online Programs).

BACKGROUND

The current policy IJNDAB\* (Instruction Through Online Programs) provides specific guidance for the operation of Global Online Academy. Global Online is no longer offered and has been replaced by two different online options: LaunchED Virtual Academy and St. Vrain Virtual High School. Therefore, the policy is being updated to reflect the operations of these new options.

## Instruction through Online Programs

The Board of Education ~~has established St. Vrain Online Global~~ hereby authorizes LaunchED Virtual Academy ("LaunchED") as a virtual K-12 fully online school and St. Vrain Virtual High School ("SVVHS") as a blended learning high school providing. Both schools provide high-quality, personalized education outside of the brick-and-mortar classroom. ~~Approved as a single district program by the Colorado Department of Education, St. Vrain Online Global Academy (SVOGA)~~

LaunchED is a 100% remote option for students, while SVVHS is a hybrid in-person/remote option. Both are free, public K-12 online school options within the St. Vrain Valley School District ~~serving that provide~~ students in grades 9-12. Students have with the opportunity to work in an online environment leading to a St. Vrain Valley high school diploma. ~~The school has been designed as an educational alternative for a diverse population of students who want to earn a high school diploma and need or prefer the flexibility~~

Courses offered through LaunchED and convenience of online education to complete their course work. ~~The district SVVHS will not use online education as the sole medium for instruction in any required subject area for students in grades K-6 without specific Board approval.~~

~~St. Vrain Online Global Academy will offer a complete high school curriculum, including Honors and Advanced Placement courses. Highly be taught by highly~~ qualified and certificated instructors ~~shall teach all online courses~~, and the curriculum will meet ~~not only all~~ Colorado State Academic Standards ~~but also the iNACOL (International Association for K-12 Online Learning) National Teaching and Learning Standards for Quality Online Programs.~~ Additionally, when applicable, the curriculum must will meet the Advanced Placement College Board and NCAA requirements.

Both LaunchED and SVVHS will involve remote, online courses. Instruction in these courses is will be delivered ~~from a teacher to a student~~ students by licensed teachers primarily through the use of technology ~~via the Internet in a virtual or remote setting.~~ Students may interact regularly with their instructors via video conferencing (i.e., WebEx, Zoom, Google Meet, etc.), telephone, instant messenger, email, blogging, and other online communications tools. ~~Students are expected to check in face-to-face on a weekly basis with the St. Vrain Online Global Academy counselor/administrator at our Longmont location as well as logging in for a minimum number of hours in the online environment per week.~~

### **Enrolling in St. Vrain Online Global Academy**

~~Students must choose to enroll in St. Vrain Online Global Academy as a full-time student which requires students to complete a minimum of (six) 6 online classes [(three) 3 credits] each semester, taking no more than (three) 3 online classes every (nine) 9 weeks and logging a minimum of 22.5 hours per week or show adequate progress of a minimum of 20% per week in the online environment. Students enrolled full-time can be dually enrolled in their high school of residence and/or at the Career Development Center.~~

To apply for admission to St. Vrain Online Global Academy LaunchED or SVVHS, students must:

- Be a Colorado resident;

- Be ~~younger than of high school age and not yet~~ 21 years of age;
- Reside in the St. Vrain Valley School District; and
- ~~Submit an enrollment application~~ and ~~\*~~
  - ~~\*NOTE: An online assessment and schedule an/or in-person interview with the St. Vrain Online Global counselor and/or administrator. The interview must be attended by both the student and his/her parents/guardians~~ may also be required for admission to either school.

Students must choose to enroll in –  
LaunchED or SVVHS as full-time students.

Resident students of other school districts in Colorado are eligible to enroll in LaunchED or SVVHS in accordance with Policies JFBA/JFBB and JFBA/JFBB-R.

After being officially enrolled in ~~the St. Vrain Online Global Academy~~, students are LaunchED or SVVHS, depending on the school in which a student enrolls, he/she will be required to:

- ~~1. Attend daily until students demonstrate they can successfully maintain making adequate progress in their classes.~~
1. Attend daily in-person or online depending on the written attendance and participation requirements of each school;
2. Maintain regular contact via video conferencing (i.e., WebEX, Zoom, Google Meet, etc.), telephone, email, instant message system or face-to-face meetings with their online instructor(s) and the St. Vrain Online Global Academy LaunchED or SVVHS staff;
3. Participate in all mandated Colorado and district assessments; and
4. Complete all activities necessary for Colorado student count purposes.

Students enrolled in St. Vrain Valley Schools are required to attend classes in accordance with the Colorado Compulsory Attendance Law and Article IX, Section 2 of the Colorado Constitution. Per St. Vrain Valley School Board Policy (File JH: Student Absences and Excuses), children under the age of 17 are required to attend school regularly until graduation from high school or the end of the semester in which a student turns 17 years of age.

~~St. Vrain Online Global Academy provides~~ LaunchED and SVVHS provide students with ~~a~~ unique and flexible wayways to complete course work required for graduation; however, students are required to meet district expectations ~~offer~~ attendance ~~both online and at the St. Vrain Global Academy facilities.~~ Documentation of attendance will be provided through ~~the Volgistics attendance tracking system. Students will clock in upon their arrival as well as clock out upon their departure. Therefore, attendance at St. Vrain Online Global Academy is based upon the following:~~

~~Students are required to be in attendance at the physical site on the official district October 1 count day(s) and participate in activities that a variety of sources which may include, but are not limited to, without limitation, the district assessments, online assignments/assessments, district surveys, Student Information Management System, learning management system(s), and/or further development demonstration of ICAP's (Individual Career and Action Plans).~~

~~A student is considered in violation of the St. Vrain Online Global Academy attendance~~

policy if he/she:—

- ~~1. Is not passing an online course,—~~
- ~~2. Does not attend weekly on-site sessions, and/or—~~
- ~~3. Logs in less than 22.5 hours per week and/or does not make weekly adequate progress—each week in the online environment.~~

~~Violation of the attendance policy for a period of two weeks will result in the student being placed on an attendance contract and attending the onsite facility daily until he/she is passing and making satisfactory progress in his/her online course(s). Violation of the attendance policy for a period of four consecutive weeks is considered habitual truancy. If absences continue, students will be referred to the district truancy officer and may be withdrawn from St. Vrain Online Global Academy.~~

~~The Board of Education shall consider participation of the minimum log-in time and/or successful completion of all required assessments as sufficient evidence of teacher/student interaction.~~

~~As applicable, teacher-pupil instruction and contact time for LaunchED and SVVHS may be tracked and counted for attendance purposes in the following ways:~~

- ~~1. Presence during in-person instruction;~~
- ~~2. Assignments completed at home;~~
- ~~3. Logging into the online learning platform~~
- ~~4. Video conferencing via WebEx, Zoom, Google Meet, etc.;~~
- ~~5. Signing an online form attesting to work completed at home;~~
- ~~6. Student demonstration of learning; and/or~~
- ~~7. Responding to teacher emails or communication.~~

~~Attendance will be recorded at least once daily for days when synchronous instructional hours are provided.~~

### **Enrolling in St. Vrain Virtual High School**

~~Students must choose to enroll in SVVHS as full-time students, which requires students to complete a minimum of six (6) online classes [three (3) credits] each semester, taking no more than three (3) online classes every nine (9) weeks showing adequate progress of a minimum of 40% per week in the online environment. Each half-credit course is equivalent to 60 hours per semester based on the Carnegie unit. Students enrolled full-time can be dually enrolled in their high school of residence and/or at the Career Elevation and Technology Center and Innovation Center.~~

Adopted: August 12, 2015

Reviewed: October 28, 2015

Revised: September, 2021

LEGAL REFS.: C.R.S. 22-11-307(2.5) (requires review of any full-time online program's alignment to the State Board of Education's qualifying

standards for online programs)

C.R.S. 22-32-109(1)(I) (board's duty to determine the educational program)

C.R.S. 22-32-122 (authorizes the board to contract for educational services)

1-CCR., 301-701

CDE Rule 3.02

CDE Rule 8.01.01 Rules for the Administration, Certification and Oversight of Colorado Online Programs

CROSS REFS.: IHCD, Postsecondary Options/Concurrent Enrollment

IKF, Graduation Requirements

JFBA/JFBB, Open Enrollment

JH, Student Absences and Excuses

JKF, Educational Alternatives for Expelled Students

JS, Student Responsible Use of the Internet and Electronic Communications

St. Vrain Valley School District RE-1J, Longmont, Colorado

## MEMORANDUM

DATE: September 22, 2021

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Board Policies JLCD, JLCD-E, and JLCD-R  
pertaining to Administering Medications to Students  
Strategic Priority – Portfolio of 21<sup>st</sup>-Century Instructional Focus  
Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

For the Board of Education to adopt on first reading updates to Board Policies JLCD, JLCD-E, and JLCD-R pertaining to Administering Medications to Students.

BACKGROUND

The Colorado General Assembly passed SB21-056 which changed certain requirements for administering medications, including medical marijuana, to students at school. Additionally, the Colorado Association of School Boards has recommended certain stylistic changes to the affected policies.

Policies JLCD, JLCD-E, and JLCD-R need to be updated to conform with the new state law.

## Administering Medications to Students

School personnel ~~may~~shall not administer prescription or nonprescription medications to students unless appropriate administration cannot reasonably be accomplished outside of school hours.

Medication, other than medical marijuana, may be administered to students by school personnel whom a district school nurse has trained and delegated the task of administering such medication. For purposes of this policy, the term “medication” includes both prescription medication and nonprescription medication, but does not include medical marijuana. The administration of medical marijuana ~~shall~~must be in accordance with the Board’s policy on administration of medical marijuana to qualified students.

The term “nonprescription medication” includes but is not limited to over-the-counter medications, homeopathic and herbal medications, vitamins and nutritional supplements. Medication, other than medical marijuana, may be administered to students only when the following requirements are met:

1. Medication ~~shall~~must be in the original properly labeled container. If it is a prescription medication, the student’s name, name of the medication, dosage, how often it is to be administered, and name of the prescribing health care practitioner ~~shall~~must be printed on the container.
2. The school ~~shall~~must have received written permission from the student’s parent/guardian to administer the medication to the student and either:
  - a. written permission to administer the medication from the student’s health care practitioner with prescriptive authority under Colorado law; or
  - b. a standing medical order, if the medication is an over-the-counter medication such as Advil or Tylenol.
3. The parent/guardian ~~shall~~is responsible for providing all medication to be administered to the student.
4. The nonprescription medication is a product that has been approved by the federal Food and Drug Administration (FDA).

### **Self-administration of medication for asthma, allergies or anaphylaxis, or other prescription medication**

A student with asthma, a food allergy, other severe allergies, diabetes, or related, life-threatening conditions, or who is prescribed medication by a licensed health care practitioner, may possess and self-administer medication, other than medical marijuana, to treat such conditions. Self-administration of such medication may occur during school hours, at school-sponsored activities, or while in transit to and from school or a school-sponsored activity. Student possession and self-administration of such medication ~~shall~~must be in accordance with the regulation that accompanies this policy.

Authorization for a student to possess and self-administer medication to treat the student’s asthma, food or other severe allergies, anaphylaxis, diabetes or other related, life-threatening condition, or other condition for which the medication is prescribed, may be limited or revoked by the school principal after consultation with a district school nurse, the school health clerk and the student’s parent/guardian if the student demonstrates an inability to responsibly possess and self-administer such medication.



Sharing, borrowing or distribution of medication is prohibited. The student's authorization to self-administer medication may be revoked by the school principal after consultation with a district school nurse, the school health clerk and the student's parent/guardian and the student may be subject to disciplinary consequences, including suspension and/or expulsion, for violation of this policy.

### Medical marijuana

The Board recognizes the Colorado General Assembly ~~passed HB 16-1373 has mandated~~ ~~mandating~~ school districts allow the administration of medical marijuana to students on school grounds under certain circumstances, so long as the school districts do not lose or will not have its federal funds reasonably jeopardized. The Board further recognizes that such state law, whether or not school districts have a corresponding policy, is contrary to federal law, which continues to categorize all forms of marijuana as a Schedule I controlled substance.

The Board strives to honor families' private medical decisions while maintaining a learning environment free of disruption and upholding its commitments to be a drug and alcohol-free environment. To accomplish these goals, the district permits the administration of medical marijuana to qualified students in accordance with state law during school hours if the administration cannot reasonably be accomplished outside of school hours, so long as the district will not lose federal funding as set forth below.

#### Definitions:

"Designated location" means a location identified in writing by the school district and may only include a location on the grounds of the school in which the student is enrolled, upon a school bus in Colorado, or at a school-sponsored event in Colorado.;

"Medical marijuana" means a cannabis product with a delta-9 tetrahydrocannabinol (THC) concentration greater than 0.3 percent.

"Permissible form of medical marijuana" means nonsmokeable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Forms of medical marijuana not included in the definition of permissible form of medical marijuana may be proposed by the qualified student's primary parent/guardian to the superintendent, or his/her designee, who may authorize such a request after consultation with appropriate personnel chosen by the district. Patches and other forms of administration that continue to deliver medical marijuana to a qualified student while at school may only be appropriate for students who receive ongoing adult assistance, or on a case-by-case basis, as determined by the district, when adequate protections against misuse may be made.

;

"Primary caregiver" means the qualified student's parent, legal guardian or licensed medical professional; ~~and.~~

"Qualified student" means a student who holds a valid recommendation for medical marijuana from a licensed physician and is registered with registration from the state of Colorado (license issued by the Colorado Department of Public Health and Environment) for the use of medical marijuana and for whom the administration of medical marijuana cannot reasonably be accomplished outside of school hours.

## **Permissible administration of medical marijuana to a qualified student by a primary caregiver**

Any primary caregiver seeking access to school or district property, a school bus or school-sponsored event for purposes of this policy must comply with the district's policy and/or procedures concerning visitors to schools and all other applicable policies.

The primary caregiver shall be responsible for providing the permissible form of medical marijuana to be administered to the qualified student and only administer the medical marijuana in accordance with this policy and the approved Written Plan (Board Exhibit JLCD-E). ~~After administering the permissible form of medical marijuana to the qualified student, the student's primary caregiver shall remove any remaining medical marijuana from the grounds of the school, district, school bus or school-sponsored event.~~ A qualified student's primary caregiver may administer a permissible form of medical marijuana to a qualified student in a designated location only if all of the following parameters have been met:

1. The qualified student's parent/guardian provided the school with a copy of the student's valid recommendation for medical marijuana from a licensed physician and valid, current registration from the state of Colorado authorizing the student to receive medical marijuana.
- ~~1-2.~~ The qualified student's parent/guardian sign written acknowledgement assuming all responsibility for the provision, administration, maintenance, and use of medical marijuana under state law, and releases the district from liability for any injury that occurs pursuant to this policy;
3. The primary caregiver creates a ~~w~~Written ~~p~~Plan (Board Exhibit JLCD-E), which receives approval by the district in its sole discretion that identifies the form, designated location(s), and any protocols regarding administration of a permissible form of medical marijuana to the qualified student.
4. ~~Either~~ The district determines, in its sole discretion, the location of a locked storage container to store the qualified student's medical marijuana that does not significantly delay access to or the administration of the medical marijuana in a medical emergency or after administering the permissible form of medical marijuana to the qualified student, the student's primary caregiver must remove any remaining medical marijuana from the grounds of the school, district, school bus, or school-sponsored event. In no event shall medical marijuana be stored overnight on school grounds.
- ~~2-5.~~ Only one day's dose of medical marijuana, as defined in the recommendation for medical marijuana from the licensed physician, may be stored on campus during the day. The District will not accept more than one day's dosage.
- ~~Forms of medical marijuana not included in the definition of permissible form of medical marijuana may be proposed by the qualified student's primary parent/guardian to the superintendent, or his/her designee, who may authorize such a request after consultation with appropriate personnel chosen by the district. Patches and other forms of administration that continue to deliver medical marijuana to a qualified student while at school may only be appropriate for students who receive ongoing adult assistance, or on a case-by-case basis, as determined by the district, when adequate protections against misuse may be made.~~
- ~~3-6.~~ The district director of student services, or his/her designee, shall maintain a copy of each ~~w~~Written ~~p~~Plan (Board Exhibit JLCD-E).

7. The primary caregiver shall not administer the permissible form of medical marijuana in a manner that creates disruption to the educational environment or causes exposure to other students.

**Permissible administration of medical marijuana to a qualified student by school personnel**

School personnel may volunteer to store, administer, or assist in the administration of medical marijuana to a qualified student in a designated location if the following parameters are met:

1. The qualified student's parent/guardian has provided the school with a copy of the student's valid recommendation for medical marijuana from a licensed physician and valid registration from the state of Colorado authorizing the student to receive medical marijuana;
2. The qualified student's parent/guardian signs a written acknowledgment granting permission for the school personnel who volunteer to store, administer, or assist in the administration of medical marijuana under state law, and releases the district and the volunteer from liability for any injury that occurs pursuant to this policy;
3. The qualified student's parent/guardian or primary caregiver must be responsible for providing a one day dose of the permissible form of medical marijuana to be administered to the qualified student;
4. The district determines, in its sole discretion, that that a location and a method of administration of a permissible form of medical marijuana are available that do not create risk of disruption to the educational environment or exposure to other students;
5. The district determines, in its sole discretion, the location of a locked storage container to store the qualified student's one day dose of –medical marijuana that does not significantly delay access to or the administration of the medical marijuana in a medical emergency; and
6. In no event shall medical marijuana be stored overnight on school grounds.
7. The district and the qualified student's parent/guardian prepare a written plan that identifies the form, designated location(s), instructions or treatment plan for administration from one of the student's recommending physicians, and any additional protocol regarding administration of a permissible form of medical marijuana to the qualified student. The written plan (Board Exhibit JLCD-E) must be signed by the school administrator, the school personnel who volunteer to store, administer, or assist in the administration of the medical marijuana, the qualified student (if capable), and the qualified student's parent/guardian. The physician's recommendation for the student's use of medical marijuana must be attached to the plan:

4.8. The district director of student services, or his/her designee, shall maintain a copy of each written plan (Board Exhibit JLCD-E)

**Additional parameters**

School district personnel ~~shall will not administer, give advice related to, or possess medical marijuana in any form; nor shall they~~ be responsible for verifying information related to the medical marijuana such as potency, dosage, and how often it should be administered.

This policy conveys no right to any student or to the student's parents/guardians or other primary caregiver to demand access to any general or particular location on school or district property, a school bus or at a school-sponsored event to administer medical marijuana.

This policy shall not apply to school grounds, school buses, or school-sponsored events located on federal property or any other location that prohibits marijuana on its property.

Qualified students shall not possess or self-administer medical marijuana.

Permission to administer medical marijuana to a qualified student on school grounds, school buses, or school-sponsored events may be limited or revoked if the qualified student and/or the student's primary caregiver violates this policy or demonstrates an inability to responsibly follow the parameters as outlined in this policy, the student is no longer an eligible student, or the district is no longer required by state law to permit a primary caregiver to possess and administer medical marijuana on school grounds, school buses, or at school-sponsored events.

Any student possession, use, distribution, sale or intoxication of marijuana inconsistent with this policy may be considered a violation of district policy concerning drug and alcohol involvement by students or other district policy and may subject the student to disciplinary consequences up to and including expulsion.

If the federal government indicates that the district's federal funds are jeopardized by this policy, the district declares that this policy ~~shall is be~~ suspended immediately and that the administration of any form of medical marijuana to qualified students shall not be permitted on school grounds, upon a school bus or at a school-sponsored event. The district shall post notice of a policy suspension and prohibition in a conspicuous place on its website.

~~The parent or guardian shall provide a written statement that specifically describes the product and method of administration, and releases the district, its employees, agents, and assigns from any and all legal liability and financial responsibility to the eligible student and any third-party related to the possession and administration of medical marijuana to the eligible student on school property, school buses, or at school-sponsored events.~~

Adopted: February 8, 1984

Revised: June 25, 1986

Revised: April 12, 1995

Revised: April 23, 2008

Revised: June 24, 2015

Revised: March 8, 2017

Revised: August 8, 2018

Revised: October 10, 2018

Revised: April 8, 2020

Revised: September , 2020

LEGAL REFS.: C.R.S. 12-38-132 (delegation of nursing tasks)  
C.R.S. 12-38-132.3 (school nurses – over-the-counter medication)  
C.R.S. 22-1-119 (no liability for adverse drug reactions/side effects)  
C.R.S. 22-1-119.1 (board may adopt policy to acquire a stock supply of opiate antagonists)  
C.R.S. 22-1-119.3 (3)(c), (d) (no student possession or self-administration of medical marijuana, but school districts must permit the student's primary caregiver to administer medical marijuana to

the student on school grounds, on a school bus or at a school-sponsored event)

C.R.S. 22-1-119.5 (Colorado Schoolchildren's Asthma, Food Allergy, and Anaphylaxis Health Management Act)

C.R.S. 22-2-135 (Colorado School Children's Food Allergy and Anaphylaxis Management Act)

C.R.S. 24-10-101 *et seq.* (Colorado Governmental Immunity Act)

1 CCR 301-68 (State Board of Education rules regarding student possession and administration of asthma, allergy and anaphylaxis management medications or other prescription medications)

6 CCR 1010-6, Rule 6.13 (requirements for health services in schools)

C.R.S. 22-1-119.3(3)(a)(board must adopt and implement a policy including processes for the storage, possession, and administration of medical marijuana)

CROSS REFS.: JICH, Drug and Alcohol Involvement by Students  
JKD/JKE, Suspension/Expulsion of Students (and Other Disciplinary Interventions)  
JLCDA\*, Students with Food Allergies  
JLCE, First Aid and Emergency Medical Care

**WRITTEN PLAN**

**ADMINISTRATION OF MEDICAL MARIJUANA TO QUALIFIED STUDENTS**

Student Name Name of Qualified Student: \_\_\_\_\_

Student Number: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

School: \_\_\_\_\_

**TO BE COMPLETED BY PARENT OR GUARDIAN**

I certify that I have read St. Vrain Valley School District Board Policy JLCD regarding the administration of medical marijuana to qualified students, and I hereby request the St. Vrain Valley School District permit the below identified primary caregiver or volunteer permission to administer a permissible form of medical marijuana to my child as described in this written plan. I understand this written plan is only good for the current school year, until the expiration date on my child's medical marijuana registry card, or until this policy is suspended, whichever is earlier in time. I understand that:

By initialing the following paragraphs and signing below, the undersigned parent(s) or guardian(s) hereby acknowledges:

\_\_\_\_\_ I have read and agree to comply with the board's policy (JLCD) regarding the administration of medical marijuana to qualified students.

\_\_\_\_\_ I assume all responsibility for the provision, administration, maintenance, and use of medical marijuana to my child.

\_\_\_\_\_ I understand that I am only permitted to bring one-day's dose of medical marijuana on school grounds each day. I am not permitted to bring extra dosages.

\_\_\_\_\_ I understand that as soon as I or my designated primary caregiver complete the medical marijuana administration, I or my designated primary caregiver must remove any remaining medical marijuana from the grounds of the school, district, school bus, or school-sponsored event. I understand that I am not permitted to leave medical marijuana on campus overnight.

\_\_\_\_\_ I understand that the district, in its sole discretion, will determine a designated location and any protocols regarding the administration of medical marijuana to my child and that this plan does not allow for the administration of medical marijuana on federal property or any location that prohibits marijuana on its property.

\_\_\_\_\_ I understand that permission to administer medical marijuana in accordance with this plan may be revoked for the failure to comply with the board's policy on the administration of medical marijuana to qualified students or other applicable board policies.

I have attached my student's licensed physician's medical marijuana recommendation and hereby certify that this written plan is consistent with that recommendation.

Type of permissible medical marijuana to be administered to my child (circle):

Oil    Tincture    Edible    Lotion    Other, please explain \_\_\_\_\_

Please explain the administration method in enough detail in order for the school to determine an appropriate location for administration of medical marijuana that does not create a risk of disruption to the education environment or exposure to other students. At a minimum, include administration, dosage amounts and times to be given.

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I have identified the following person as the primary caregiver:

Date: \_\_\_\_\_

Primary Caregiver(s) Name(s): \_\_\_\_\_

Home/Work Phone(s): \_\_\_\_\_

By signing below, I agree on behalf of myself and my child, the qualified student named herein, to release, indemnify, defend, and hold the St. Vrain Valley School District, its employees, officers, agents, and assigns harmless from any and all liability, claims, demands, personal injury, including death, actions, and causes of action arising, directly or indirectly, from my child's use and/or consumption of medical marijuana or this written plan.

Parent(s)/Guardian(s) Signature: \_\_\_\_\_

Home/Work Phone: \_\_\_\_\_

**TO BE COMPLETED BY THE VOLUNTEER SCHOOL PERSONNEL**

Name(s) of volunteer school personnel

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By initialing the following paragraphs and signing below, the undersigned volunteer(s) hereby acknowledges:

I have read and agree to comply with the board's policy (JLCD) regarding the administration of medical marijuana to qualified students.

I have read and understand the student's written plan for the administration of medical marijuana.

I understand I am only authorized to administer the permissible form of medical marijuana to the qualified student in the approved manner listed in this written plan.

I will maintain only the daily recommended dosage stated in the recommendation plan of the student's medical marijuana by ensuring that it is securely stored in the designated location when not in use during the school day. At no time will medical marijuana be stored overnight on school property.

I understand that permission to administer medical marijuana in accordance with this plan may be revoked for the failure to comply with the board's policy on the administration of medical marijuana to qualified students or other applicable board policies.

Signature of volunteer: \_\_\_\_\_

### **TO BE COMPLETED BY PRIMARY CAREGIVER**

By initialing the following paragraphs and signing below, the undersigned primary care giver(s) hereby acknowledges:

I have read and agree to comply with the board's policy (JLCD) regarding the administration of medical marijuana to qualified students.

I have read and understand the student's written plan for the administration of medical marijuana.

I understand I am only authorized to administer the permissible form of medical marijuana to the qualified student in the approved manner listed in this written plan.

I understand that as soon as I or my designated primary caregiver complete the medical marijuana administration, I or my designated primary caregiver must remove any remaining medical marijuana from the grounds of the school, district, school bus, or school-sponsored event. I understand that I am not permitted to leave medical marijuana on campus overnight.



I understand that permission to administer medical marijuana in accordance with this plan may be revoked for the failure to comply with the board's policy on the administration of medical marijuana to qualified students or other applicable board policies

Signature of Primary Caregiver: \_\_\_\_\_

**TO BE COMPLETED BY DIRECTOR OF STUDENT SERVICES (OR DESIGNEE)**

After receiving input from the qualified student's parent/guardian, I have conditionally approved that the primary caregiver may administer the permissible form of medical marijuana to the qualified student noted on this written plan in the following designated location with the following protocols.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Director of Student Services (or designee) Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Make copies of the Written plan and distribute within 2 working days to:**

- ☐ Parent/Guardian
- ☐ Primary Caregiver (if different from parent/guardian)
- ☐ School Principal
- ☐ Director of Student Services (or designee)

Adopted: March 8, 2017

Revised: September \_\_, 2021

St. Vrain Valley School District RE-1J, Longmont, Colorado

## Administering Medications to Students

If under exceptional circumstances a student is required to take medication during school hours, only a district school nurse or the nurse's designee may administer the medication to the student in compliance with the following regulation. In the alternative, the parent/guardian may come to school to administer the medication. Administration of medical marijuana ~~shall~~must only be in accordance with Board Policy JLCD.

1. All directives of the accompanying policy ~~shall~~must be followed.
2. Written orders from the student's health care practitioner with prescriptive authority under Colorado law ~~shall~~must be on file in the school stating:
  - a. Student's name
  - b. Name of medication
  - c. Dosage
  - d. Purpose of the medication
  - e. Time of day medication is to be given
  - f. Anticipated number of days it needs to be given at school
  - g. Possible side effects
  - h. Signature of parent, which serves as authorization to give the medication
  - i. Signature of health care practitioner
3. The medication ~~shall~~must be brought to school in a container appropriately labeled by the pharmacy or health care practitioner.
4. An individual record ~~shall~~must be kept of medications administered by school personnel.
5. Medication ~~shall~~must be stored in a clean, locked cabinet or container. Emergency medications (such as epinephrine) ~~shall~~must be kept in a secure location accessible to designated school staff.

Unless these requirements are met, medication will not be administered to students at school.

### **Self-administration of medication for asthma, allergies, ~~or anaphylaxis,~~ or other prescription medication**

A school ~~shall~~may permit a student to possess and self-administer medication for asthma, severe allergies, diabetes or other life-threatening conditions, such as an inhaler, ~~or~~ epinephrine, or other prescription medication, if all of the following conditions are met:

1. Written authorization signed by the student's health care practitioner must be on file with the school which ~~shall~~must include the student's name; the name, purpose, prescribed dosage, frequency, and length of time between dosages of the medication(s) to be self-administered; and confirmation that the student has been instructed and is capable of self-administration of the medication.
2. A district school nurse or school administrator, in consultation with the school health clerk, the student's health care practitioner, and the student's parent/ guardian collaborate to make an assessment of the student's knowledge of his or her condition

and ability to self-administer medication

3. A written statement signed by the student's parent/guardian must be on file with the school, which ~~shall~~must include permission for the student to self-administer his/her medication and a release from liability for any injury arising from the student's self-administration of such medication.
4. A written contract between the school health clerk, school administrator, the student, and the student's parent/guardian must be on file with the school, assigning levels of responsibility to the student's parent/guardian, student, and school employees.

A treatment plan authorizing a student to possess and self-administer medication for asthma or anaphylaxis ~~is shall be~~ effective only for the school year in which it is approved.

A student ~~shall~~must report to the school health clerk or designee or to some adult at the school immediately after the student uses an epinephrine auto-injector during school hours. Upon receiving such report from a student, the school health clerk, designee, or other adult will provide appropriate follow-up care to the student, which ~~shall~~must include making a 911 emergency call.

Approved: January 1983

Revised: April 12, 1995

Revised: April 23, 2008

Revised: June 24, 2015

Revised: March 8, 2017

Revised: \_\_\_\_\_, 2021