



Recognition: Gabriella Yanowich  
Western Slope League Volleyball Player of the Year  
Wendy MacAskill  
Western Slope League Volleyball Coach of the Year

Board of Education Resolution 20/21: 38

Presented: December 14, 2021

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The Board of Education would like to invite Ella Yanowich and Wendy MacAskill to the front.

The Board would like to congratulate Ella Yanowich on her selection as the 2021 Western Slope League Volleyball Player of the Year. It is a distinct honor to be chosen by your peers as one of the finest in your sport. Ella is a senior at Palisade High School, where she is also part of the International Baccalaureate program.

The board would also like to congratulate Palisade's volleyball coach, Wendy MacAskill, who was named Western Slope League Volleyball Coach of the Year both this season and last season. Under her leadership, the Palisade Volleyball Team finished this season with a 20-7 record overall and a 9-1 record in the Western Slope League. The team competed in the first round of the state volleyball tournament this year for the second season in a row.

The Board of Education and Superintendent Sirko would like to congratulate Ella and Wendy on their hard work and dedication.



Recognition: Kevin Sjogren  
Western Slope League Defensive Player of the Year  
Malakhi Espinosa  
Western Slope League Co-Offensive Player of the Year

Board of Education Resolution 20/21: 39

Presented: December 14, 2021

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The Board of Education would like to invite Kevin Sjogren and Malakhi Espinosa from Palisade High School to the front.

The Board would like to recognize Kevin and Malakhi for their impressive achievements during the 2021 Football Season. They helped lead the Bulldogs to a 9-3 season overall and competed in the state playoffs last month.

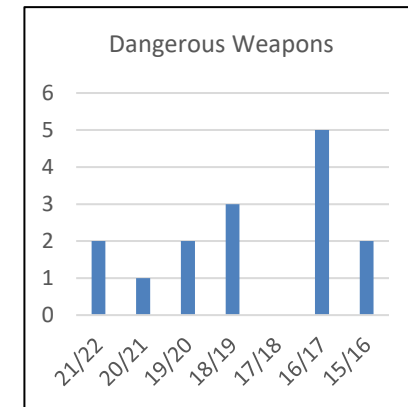
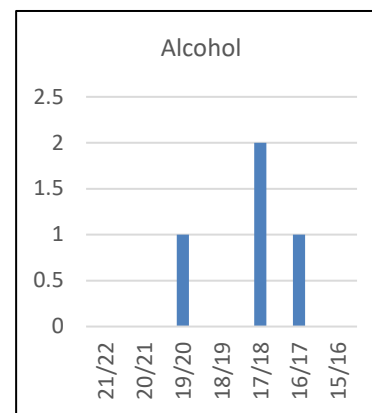
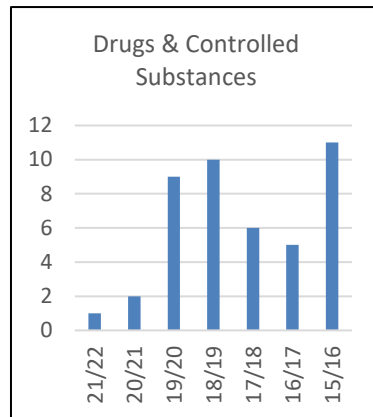
This year, Kevin was named Defensive Player of the Year in the Western Slope League, and Malakhi was named Co-Offensive Player of the Year in the Western Slope League. Kevin, a senior at Palisade, made 161 tackles this season, earning him the top spot in the state for tackles in Class 3A, and fifth overall in tackles. Malakhi, a junior at Palisade, is number six in the state in rushing in Class 3A. This season, he rushed for an impressive 1,162 yards.

The Board of Education and Superintendent Sirko would like to recognize Kevin and Malakhi for their achievements on and off the field, and congratulate them on being named Co-Offensive and Defensive Players of the Year.

Category	High School				Middle School				Elementary School				Total		Total for previous years as of November of:				
	21/22		20/21		21/22		20/21		21/22		20/21		21/22	20/21	19/20	18/19	17/18	16/17	15/16
	M	F	M	F	M	F	M	F	M	F	M	F							
100		1	1	1									1	2	9	10	6	5	11
200															1		2	1	
300																			
400	3	1	3		2	7	1						13	4	3	2	1		1
500	1		1		1								2	1	2	3		5	2
600																			
700																			
DSP																			
VOO			3	1		1	1						1	5	5	2	2	4	
<b>Total</b>	<b>4</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>2</b>						<b>17</b>	<b>12</b>	<b>20</b>	<b>17</b>	<b>11</b>	<b>15</b>	<b>14</b>

**Category Description**

- 100 - drug or controlled substance
- 200 - alcohol
- 300 - tobacco
- 400 - assault
- 500 - dangerous weapons
- 600 - robbery
- 700 - other felonies
- DSP - destruction / defacement of school property
- V00 - other violations





# December 2021 Communications Report

Press Coverage

Advertising

Newsletters

Board Briefs

Social Media

Nov. 4, 2021-Dec. 8, 2021

# Press Coverage

## KKCO/KJCT

- Nov. 8 - [CHS creates survey for new mascot](#)
- Nov. 9 - [Statewide I Matter program launches](#)
- Nov. 10 - [Board Coffee this Saturday](#)
- Nov. 10 - [Tope celebrates 80th birthday](#)
- Nov. 10 - [Minor changes to D51 COVID protocol](#)
- Nov. 11 - [Fruita Middle holds veterans assembly](#)
- Nov. 12 - [West Middle science video controversy](#)
- Nov. 12 - [Fruitvale temporarily changing menu](#)
- Nov. 14 - [FIRST Lego League qualifier at FMHS](#)
- Nov. 16 - [FCL awarded contract to build GJHS](#)
- Nov. 18 - [Bookcliff Middle hosts MESA event](#)
- Nov. 18 - [Debate over Native American mascots](#)
- Nov. 19 - [High school students stepping up to help](#)
- Nov. 30 - [D51 students honored for winning STEM competition](#)
- Nov. 30 - [New D51 Board of Education members sworn in](#)
- Dec. 3 - [Reported mountain lion sighting at Scenic](#)
- Dec. 6 - [Bookcliff in shelter in place](#)
- Dec. 8 - [Hour of Code at New Emerson](#)
- Dec. 8 - [Mesa View Elementary to advance to Colorado Lego League State Championship](#)



## Sentinel

- Nov. 6 - [GJ says goodbye to west stands](#)
- Nov. 7 - [Election winners look to move forward](#)
- Nov. 8 - [D51 tweaks COVID protocol](#)
- Nov. 9 - [Central High soliciting mascot feedback](#)
- Nov. 11 - [D51 Strategic Plan update](#)
- Nov. 13 - [Rapid testing begins for D51 staff](#)
- Nov. 14 - [For OWL leader, teaching is a hoot](#)
- Nov. 14 - [Sholtes fields questions, concerns](#)
- Nov. 15 - [Staffing shortages prompt limited menu](#)
- Nov. 17 - [D51 board picks FCL to build GJHS](#)
- Nov. 17 - [Food for Thought: D51 uses students to address staffing shortages](#)
- Nov. 22 - [Will Jones ready for the school board](#)
- Nov. 22 - [Students tackle firefighting training thanks to partnership](#)
- Dec. 1 - [New D51 School Board members sworn in](#)

## KREX

- Nov. 4 - [Girl Scouts honor Women of Distinction](#)
- Nov. 4 - [Keep the A in STEAM event](#)
- Nov. 8 - [CHS asking for community input on mascot](#)
- Nov. 10 - [Tope turns 80, 2nd-graders propose changes](#)
- Nov. 16 - [Five schools serving limited menu](#)
- Dec. 2 - [Golden Apple: Tasha Radakovich](#)
- Dec. 8 - [Hour of Code at Appleton \(video available on request\)](#)



# Advertising

D51 advertising efforts include KREX Golden Apple Awards segments, indoor and outdoor billboard ads, a Mesa Mall directory ad, Welcome Home to the Grand Valley brochures, and ads in the Daily Sentinel.

**School District 51**  
MESA COUNTY VALLEY

*We Are  
Thankful  
for  
YOU!*

Visit [d51schools.org/news](http://d51schools.org/news) to see the many reasons we're proud to say #WeAreD51.

## **THANK YOU, STRATEGIC PLAN STEERING COMMITTEE MEMBERS!**

Alicia Gutierrez	Janet Rowland
Andrea Bolton	Jennifer Marsh
Andrea Haitz	Jody Diers
Andy Sweet	Kari Sholtes
Betsy Bair	Lennea Gregg
Brad Loucks	Lisa Borgmann
Brian Hill	Mark Schmalz
Brigitte Sunderman	Megan Clark
Bryce Davis	Melanie Trujillo
Caymie Crone	Melinda McConnell
Christena Burnham	Mia De Villegas-Decker
Christine Spillane	Nayeli Contreras-Rocha
Cody Davis	Nikki Jost
Conrad Litz	Patti Virden
Dan Bunnell	Paula Cooper
Dan Burke	Raul De Villegas-Decker
Danny Medved	Reneé Romero
Denise Rodriguez	Shawn Bryant
Derek Wagner	Terrie ReQua
Diana Sirko	Tim Couch
Diane Schwenke	Tracy Gallegos
Doug Levinson	Trish Mahre
Elisa Love	Will Jones
Emily Shockley	Yvette Poitras
Eric Ward	
Evan Walton	
Heather O'Brien	
Heidi Hess	
Jaimie Somerville	
Jaleigha Howard	
James Williams	

Thank you as well to our Listening Session participants. Your devotion to the future of D51 students and staff is appreciated!

**School District 51**  
MESA COUNTY VALLEY

# Advertising

## GJ ALL DAY!



Thank you, Mesa County voters, for passing Bond Measure 4B!

We're excited to break ground next year on a new building for Grand Junction High School!

### NEW BUILDING ELEMENTS



Makerspace and Career Areas

246,500 square feet

Dining Commons

Performing Arts Center

Athletic Center

East Gym and Art Building will remain

### 4 IN-SCHOOL ACADEMIES



Arts & Humanities



Business & Entrepreneurship



Engineering, Tech, Natural Resources



Health Sciences & Human Services

### GJHS CONSTRUCTION FUNDING

**\$115 million**

2021 Bond Measure

**\$19.5 million**

2017 Bond Measure

**\$10 million**

B.E.S.T. Grant

*(State funding from marijuana excise taxes, lottery proceeds, interest, and the State Land Trust)*



### Projected Construction Timeline



**Construction**  
Fall 2022-  
Summer 2024

**Renovations to East Gym,  
Final Site Development**  
Fall 2024



**Project Complete**  
December 2024



**Move Into New Building,  
Demolish Old Building**  
Summer 2024



# Newsletters



School District 51 Family and Community Newsletter | November 2021

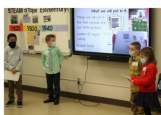


**Grand Junction High School is getting a new building!**  
Thank you, Mesa County voters, for passing a bond measure that will give GJHS a new home! Learn more about the construction project in this [infographic](#), and check for updates on the bond web page [here](#).

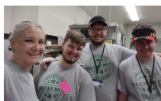
**COVID page updates**  
Keep up to date on active and new student and staff COVID-19 cases by visiting the [D51 Data Dashboard](#). The [COVID lab at d51schools.org](#) also has information about the new, free Binax testing program.



**FMHS senior turns idea to help others into a reality**  
Fruita Monument student Adele Foley didn't want cost, supply, or not carrying change to be a barrier to students in need of menstrual products, so she worked with Family Health West to get products and four free dispensers installed at FMHS. Learn more [here](#).



**Happy Birthday, Tope!**  
Tope Elementary School celebrated its 80th birthday last week! Tope second-graders spoke to a panel of adults and presented their ideas for ways to preserve Tope's history for future students and staff. Ideas included a mini museum, a new time capsule, and more!



**Career Center students step up**  
When a handful of District 51 lunchrooms were short-staffed this week due to open positions and illness, food service-trained high schoolers from the D51 Career Center stepped in to serve food to other students. Lunchroom volunteers complete a volunteer request form that is checked against national registries.



**Schools mark Veterans Day**  
Many D51 schools celebrated our veterans and active duty servicemen and -women last Thursday. Appleton Elementary (pictured above) invited U.S. Marine Corps Reserve Lieutenant Colonel and Appleton mom Leigh Ross to speak to students. Thank you for your service!



**Congratulations to our District 51 High School Marching Bands!**  
All four D51 high school marching bands qualified for the CBA State Marching Band Championships! Palisade High placed third overall in Class 3A, Fruita Monument placed eighth overall in Class 5A, and, in Class 4A, Central placed ninth in the semifinals, and GJHS placed 10th in the quarter-finals.



**Lego League Robotics**  
Great job, D51 teams who competed in the FIRST Lego League Challenge Regional Qualifier on Nov. 13! Awards earned at the qualifier can be found [here](#). Mesa View's HawkChallengers51 qualified for the state championship and will compete Dec. 11 in Littleton. Learn more about FIRST Robotics and Lego League competitions [here](#).



**D51 Softball Honors**  
Congratulations to our District 51 SWL Softball All Conference athletes, and a round of applause for SWL Softball League Player of the Year Kennedy Vis (CHS) and Coach of the Year Windi Serrano from GJHS!

**Important Dates**

- Nov. 22-26 - Thanksgiving Break, No school.
- Nov. 29 - Middle School In-Service, Elementary Planning, High Schools in session.
- Nov. 30 - Oath of Office for new school board members, 6 p.m., Harry Butler Board Room.
- Dec. 14 - School Board Business Meeting, 6 p.m., Harry Butler Board Room.



**D51 Foundation Update**  
Colorado Gives Day is coming up on Tuesday, Dec. 7. We are also a member of Grand Valley Gives. Our funding priorities are technology for students and professional learning for D51 staff to grow students academically. We would sincerely appreciate your support during your end-of-year giving. Check out our profile [here](#).



**Congratulations, Dr. Sirko!**  
D51 Superintendent Diana Sirko is one of three 2021 Western Slope Women of Distinction! This recognition comes from the Girl Scouts of Colorado, and honors top female leaders in our area.

Every Colorado youth is now eligible for three free therapy sessions. Visit [I Matter Colorado.org](#) to learn more. I Matter.



**Halloween in District 51**  
D51 schools celebrated Halloween in a variety of ways, from Trick or Treat streets to Trunk or Treats, plus plenty of costume parades. Clifton Elementary (above) even had a free pumpkin patch for students, thanks to a partnership with Rettig Farms!



**State of our Schools: Fall 2021**  
Starting in Spring 2021, District 51 introduced a new communications feature called the State of our Schools. This update on current events in D51 will come out each fall, winter, and spring. [Click here](#) to see the Fall 2021 State of our Schools in English (a Spanish version is available [here](#)).

**Free counseling program**  
The Colorado Department of Human Services has launched I Matter, a program that reimburses licensed clinicians for providing up to three behavioral sessions for any Colorado student. Learn more about how your child can participate in this new program [here](#).



**Congratulations to our Students of the Quarter!**  
Alpine Bank/Colorado Mesa University Student of the Quarter Luncheons are back! The First Quarter 2021-22 honorees, who will each qualify for a \$500 scholarship if they choose to attend CMU or WCCC, are listed [here](#). The Student of the Quarter Luncheon honors two outstanding eighth-graders from each D51 middle and two outstanding 12th-graders from each D51 high school.

# November Family and Community Newsletter







**Look who's 80!**  
STEAM at Tope Elementary is turning 80 this year! Students and staff celebrated on November 10th with cupcakes and their rendition of Happy Birthday. [Check this out!](#)

### Giving Thanks!

Teachers, administrators and staff you did it! You made it to the first BIG break of the year! You have done so much for our kids. To completely rework what teaching looks like, to work tirelessly to connect to our families and kids and do it with passion, flexibility and grace shows all of us how deeply invested in our district and your students you are! Thank you! Enjoy your much earned break!

### November Board Briefs

#### Board Meeting Livestreams

The semi-monthly board meetings will continue to be livestreamed, now on Vimeo. This option is more accessible for viewers, as an account is not required to watch the livestream. Livestreams and recordings will be available at <https://vimeo.com/mcvds51>.

### Board Changes

We would like to give a heartfelt thank you to our outgoing board members, Doug Levinson, Trish Mahre and recently Paul Pitton for all of their hardwork and dedication to our district! We would also like to welcome our newest board members, Kari Sholtes, Angela Lema, Will Jones and Andrea Haitz.

### Want more D51 news?

[Click here to sign up](#) for the monthly Community Newsletter to hear about MORE great things happening in District 51.



### D51 Staff Concern Line

D51 employees can report concerns anonymously through the new D51 Staff Concern Line. Report concerns about things like workplace conditions, inequitable treatment, board policy violation, etc.

[Click here for more information.](#)

### Panorama Survey

After Thanksgiving break, an anonymous survey administered by Panorama will be sent to all staff. The survey is similar to the TLCC survey containing questions pertaining to climate, culture as well as individual well-being. It contains 33 questions and should take approximately 15 minutes to complete. The survey window will be open through December 10, 2021.



### Last Call!

### Deadline Today!

The United Way campaign ends today! If you haven't yet filled out your pledge for donation you still have time. Use the following [link](#) for the new donation website!

### Women of Distinction



Dr. Sirko was among three women honored by the Girl Scouts for all they do for the Western Slope. They were surrounded by women of distinction from previous years as they all serve as role models for our future leaders and the Girl Scouts. Check out the coverage [here](#).



### White Iced Award

### Nominations Are Open!

Thank you to everyone who designated their United Way donation to the D51 Foundation. It's truly making a difference! Also, the deadline for the 2022 White Iced Award is Wednesday, December 1. Nominations and Awards are open to all certified and classified staff. [White Iced Award Nomination Form](#)

### YES! We get a new GJHS!



We did it! This year's election campaign was unlike any other and because of you and our community we will have a new GJHS. This year's freshman class will be the first class to graduate from the new school. To see more of the timeline of process [click here!](#)

### WCCC Campus Visits coming up!

Campus visits for WCCC will be happening in January for all high schools. This year will feature a new format and can take up to 250 students for the two-hour event. WCCC has 19 programs and will give students the opportunity to see the campus and meet with the programs they want more information about. There will also be an Open House held on January 27! WCCC will then visit your school in early February for application dates. You see our students for what they want to be and it could mean a path in a CTE program through WCCC. Encourage them to learn more about these programs that could have them earning a certificate, degree and college credit before they graduate.

### Mindfulness Course

What: A 15-20 minutes weekly meeting via Google Meet to help teach and practice basic mindfulness practices that can help ease stress and help cultivate an overall sense of wellness and being.

When/ where: Session will take place via [Google meet](#) live on Wednesday's at 4:30 starting December 1.

Who: All District 51 staff.

Why: Education tends to be a stressful profession and is even more so in these challenging times. For more information contact Trent Wuster @ [trent.wuster@d51schools.org](mailto:trent.wuster@d51schools.org)



### Behavioral Health Services available to staff

D51 staff on the CHP plan can access therapists through Community Hospital's Behavioral Health office, with appointments available Monday-Friday. [Click here for more information.](#)



### Did we miss something?

We want to hear from you! Staff are welcome to ask questions about the information you read or provide suggestions for future articles.

Submit your ideas/feedback/comments to [Karrie Kuklish](#)

# November Staff Newsletter

# Board Briefs

**Nov. 9 Board Briefs**

**Nov. 30 Board Briefs**

## Social Media Report

Available upon request.

Board of Education Resolution: 21/22: 40

Presented: December 14, 2021

Name	Location	Assignment	Effective Date
<b>Retirements</b>			
ALCAIDE, FLORENCE E	BROADWAY	SPED - SNB	12/17/2021
MARVIN, TANYA K	HAWTHORNE	COORD, NURSING	12/31/2021
<b>Resignations/Termination</b>			
ATENCIO, KONI R	REDLANDS	8TH GR LANGUAGE ARTS	12/17/2021
BOYLAN, CADY M	MONUMENT RIDGE	KINDERGARTEN	12/17/2021
GATES, AMBER D	FRUITVALE	COUNSELOR	12/17/2021
GLENN, CONNER J	GRAND MESA	7TH GR SCIENCE	12/15/2021
HUDDLESTON, SAMANTHA J	FRUITA 8-9	ENGLISH LANGUAGE ARTS	12/31/2021
JACKMAN, SABRINA I	WEST	7TH GR SOCIAL STUDIES	12/17/2021
<b>Leave of Absence</b>			
KIMMEL, MICHAEL V	EMERSON	COACH, INSTRUCTIONAL TECH	12/17/2021
<b>New Assignments (Transfer/New Hires)</b>			
BLOUNT, DYLAN S	GRAND MESA	8TH GR LANGUAGE ARTS	11/29/2021
BRAUN, LEAH M	HAWTHORNE	SPED-PRESCHOOL	11/1/2021
ELY, REBECCA S	BTK	BEHAVIOR	12/13/2021
LENNOX, REBECCA M	RIM ROCK	SPED-SSN	12/1/2021
MILLER, SARA E	NISLEY	COUNSELOR	12/6/2021
SCRANTON, CONNOR L	MESA VIEW	PHYSICAL EDUCATION	1/3/2022
STEVENS, ASHLEIGH G	REDLANDS	8TH GR LANGUAGE ARTS	1/3/2022
<b>Return from Leave</b>			
WELKER, LINDSEY L	NISLEY	COUNSELOR	12/6/2021

*I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on December 14, 2021.*

\_\_\_\_\_  
*Bridget Story, Assistant Secretary  
Board of Education*



***Mesa County Valley School District 51***

**Licensed and Administrative Personnel Action**

Board of Education Resolution: 21/22: 40

Presented: December 14, 2021

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Board of Education Resolution: 20/21: 41

Presented: December 14, 2021

Donor	Altrusa International of Palisade Colorado Inc.
Gift	Cash
Value	\$300.00
School/Department	Palisade High School / \$100 each for band, choir and orchestra

Donor	Jim Bollinger
Gift	Lumber
Value	\$750.00
School/Department	Palisade High School / Drama department

Donor	Enjoy Church, Archuleta Family and Echols Family
Gift	Water bottles
Value	\$300.00
School/Department	Summit School Program / Students

Donor	American Windows and Doors
Gift	Cash
Value	\$300.00
School/Department	Mesa View Elementary School / Lego League

Donor	Stubblefield Construction
Gift	Cash
Value	\$300.00
School/Department	Mesa View Elementary School / Lego League

Donor	Steve McElhiney
Gift	60 gallon fish tank, heater, cabinet, pump and accessories
Value	\$1,200.00
School/Department	Central High School / SSN special education classroom

Donor	Disanza Family
Gift	Two \$45 gift cards
Value	\$90.00
School/Department	Appleton Elementary School / Families in need

Donor	Trinklein Family
Gift	Two \$25 City Market gift cards
Value	\$50.00
School/Department	Appleton Elementary School / Families in need

Donor	Loki, LLC
Gift	Cash
Value	\$300.00
School/Department	Nutrition Services / Families in need

Board of Education Resolution: 20/21: 41

Presented: December 14, 2021

Donor	Hi Five Robotics
Gift	Cash
Value	\$1,000.00
School/Department	Mesa View Elementary / Lego League travel expenses

Donor	RBW Inc.
Gift	Twenty turkeys and fixings
Value	\$424.00
School/Department	Appleton Elementary School / Families in need

NOW THEREFORE BE IT RESOLVED the Mesa County Valley School District 51 Board of Education, in accepting the donations listed above, extends their appreciation and acknowledges these important partnerships within the community which support learning for all students.

*I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District 51 Board of Education on December 14, 2021.*

\_\_\_\_\_  
*Bridget Story*  
*Assistant Secretary, Board of Education*

Board of Education Resolution 21/22: 42

Presented: December 14, 2021

<b>Grant Title</b>	Air Quality Improvement Grant
<b>Source</b>	Colorado Department of Education
<b>Fund Number</b>	22-730-3278
<b>Site</b>	Maintenance
<b>Description</b>	Funding to be used for the purchase of portable HEPA filtration systems and filters
<b>Budget Amount</b>	\$30,800.00
<b>Fiscal Year</b>	6/30/2022
<b>Authorized Representative</b>	Eric Nilsen

*NOW THEREFORE BE IT RESOLVED that the Mesa County Valley School District No. 51 Board of Education approved the above identified grant funds for expenditure purposes December 14, 2021.*

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*Bridget Story  
 Assistant Secretary, Board of Education*

**Certification of Mill Levy  
(Including Full Abatement)**

Board of Education Resolution 21/22: 43

Presented: December 14, 2021

WHEREAS, Section 22-40-102(1)(b), C.R.S., requires that the Board of Education certify to the Board of County Commissioners by December 15, 2021, the amount to be raised from levies against the valuation for assessment for the General Fund, Bond Redemption Fund, Transportation Fund, and Special Building Fund.

WHEREAS, the following has been certified by the Mesa County Assessor for property within the boundaries of Mesa County Valley School District No. 51:

Assessed Valuation	\$2,108,830,687
Taxes Collected on Omitted Property by August 1, 2021	\$25,052.77
Tax Abatements Refunded as of August 1, 2021	\$192,013.38

WHEREAS, Section 39-10-114(1) (a) (I) (B) provides:

Any taxing entity may adjust the amount of its tax levy authorized pursuant to the provisions of section 29-1-301, C.R.S., by an additional amount which does not exceed the proportional share of the total amount of abatements and refunds made pursuant to the provisions of this section. After calculating the amount of property tax revenues necessary to satisfy the requirements of the *Public School Finance Act of 1994*, article 54 of title 22, C.R.S., any school district shall add an amount equal to the proportional share of the total amount of abatements and refunds granted pursuant to the provisions of this section prior to the setting of the mill levy for such school district.

WHEREAS, the board wishes to avail itself for the provision of Section 39-10-114(1) (a) (I) (B).

THEREFORE, BE IT RESOLVED, the Board of Education of Mesa County Valley School District No. 51 does hereby certify to the Mesa County Commissioners the amounts of levies required against the valuation for assessment of all taxable property located within the boundaries of this school district for the General and Bond Redemption Funds for the 2021-2022 and 2022-2023 budget years.

	AMOUNT	MILLS
General Fund (Regular) Mill Levy	56,938,429	27.000
General Fund (Regular) Tax Credit	(3,766,372)	(1.786)
Net General Fund (Regular) Mill Levy	53,172,057	25.214
Abatement	192,013	0.091
Override Election 1996	5,341,204	2.533
Override Election 2004	4,000,000	1.897
Override Election 2017	6,500,000	3.082
<b>Total General Fund</b>	<b>69,205,274</b>	<b>32.817</b>
Bond Redemption Fund	23,255,813	11.028
Transportation Fund	0.000	0.000
Special Building Fund	0.000	0.000
<b>Total All Funds</b>	<b>92,461,087</b>	<b>43.845</b>



## **CERTIFICATION OF MILL LEVY**

The deadline for the Board to certify the mill levy to the County Commissioners is December 15, 2021. The local mill levy is calculated by a formula which uses enrollment growth, inflation, prior year local property tax revenue and current year certification of valuation. The valuation certification from the County Assessor's Office is as of December 1, 2021. The prior year General Fund levy was 32.573 mills including abatement. The current certification is 32.817 mills including abatement, which is 0.091. The Bond Redemption levy will be 11.028.

### ***Mill Levy Summary***

#### **General Fund**

By December 10<sup>th</sup>, the District receives notification from CDE of what the mill levy will be for the District for the next tax year. In other districts, the mill levy may be more or less than this rate depending on the assessed value per student. District 51's General Fund mill levy is 25.214 mills as determined by HB20-1418 and HB21-1164.

HB20-1418 directs districts to levy the number of mills specified by the requirements in the bill, including the establishment of temporary tax credits, if necessary, to correct historical errors. Districts shall levy the lesser of: 27 mills with partially offsetting temporary credits, the number of mills the district was required to levy in the year of de-brucing, the number of mills required for Total Program Funding for the current budget year.

HB21-1164 requires CDE to implement a correction plan for districts with temporary tax credits. Specifically, the plan must ensure that districts incrementally reduce the temporary tax credits "as quickly as possible, but by no more than one mill each property tax year."

#### **Tax Credit** CRS, Section 39-10-114(1) (a) (I) (B)

The above referenced statutes allow school districts to add to the mill levy required for state equalization. This additional levy will allow for the recovery of districts' anticipated revenue that was abated or refunded by the County Commissioners. The amount of \$192,013.38 (0.091 mills) was reflected on the certification from the county treasurer's office, and was based on an assessed value of \$2,108,830,687.

#### **Voter-Approved Override Election**

In the November 1996 election, the voters of Mesa County authorized an additional levy to support the General Fund operating costs of the district. The mill levy is 2.533. In November 2004, voters approved an additional override to support the operating costs of new schools. The mill levy is 1.897. In November 2017, voters approved an additional override to extend the school calendar, update instructional materials and educator training, support technology, and support additional building maintenance. The mill levy is 3.082.

#### **Bond Redemption**

The mill levy of 11.028 mills will provide revenue to meet the current bond and interest obligations.

	2020-2021	2021-2022	Difference
General Fund (Regular) Mill Levy	27.000	27.000	0.000
General Fund (Regular) Tax Credit	(2.786)	(1.786)	1.000
Net General Fund (Regular) Mill Levy	24.214	25.214	1.000
Abatement	0.179	0.091	(0.088)
Override Election 1996	2.722	2.533	(0.189)
Override Election 2004	2.079	1.897	(0.182)
Override Election 2017	3.379	3.082	(0.297)
<b>Total General Fund</b>	<b>32.573</b>	<b>32.817</b>	<b>0.244</b>
Bond Redemption Fund	9.412	11.028	1.616
<b>Total All Funds</b>	<b>41.985</b>	<b>43.845</b>	<b>1.860</b>

*I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on December 14, 2021.*

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*Angela Lema*  
*Secretary, Board of Education*



December 7, 2021

To: Mesa County Valley School District 51  
c/o Andrea Haitz

Re: Engagement Letter

Dear President Haitz:

We are pleased that Mesa County Valley School District 51 (“Client” or “District”) has asked Miller Farmer Law, LLC (the “Firm” or “We”) to represent you. This Engagement Letter explains the Scope of the Representation and other matters.

1. **Scope of Representation.** This is to confirm the engagement of the Firm to serve as general legal counsel to the District, including matters related to human resources/employment, student discipline, special education, regulatory compliance, school finance, governance, policy development, truancy, and all other legal matters that may come before the District.

The matters set forth above as the “Scope of Representation” will be charged to Client at the rate described in **Exhibit A**. A bill for services, with detailed time reports (billed in six minute increments), will be provided by the Firm to Client at the beginning of each month for hours worked during the prior month. Exhibit A may be modified from time to time by the Firm by providing notice of a new Exhibit A to Client. Unless Client objects to the modification, the new Exhibit A will be in effect beginning the month following notification of any modification.

Bryce Carlson will be primarily responsible for this engagement but may be assisted by other attorneys and experts employed by the Firm or contracted as necessary. The Firm will keep Client informed of the progress on the matters in which We are engaged through the proper channels of communication to Client. The Firm will make all reasonable efforts to respond promptly to Client’s inquiries and communications. Client, in turn, agrees to provide the Firm with complete and accurate information, as needed, to allow the Firm the ability to adequately represent Client in a given matter.

2. **Term of Engagement.** Either of us may terminate this engagement at any time for any reason, including, but not limited to, non-payment from Client. In addition, Client promises to agree to the withdrawal of the Firm as Client’s counsel fifteen (15) days after either party mails such written notice. Notice shall be made by certified mail, return receipt requested, and will be considered complete upon delivery or first attempted delivery. Approval of this Engagement Letter constitutes any approval required by applicable Rules of Civil Procedure.

Upon written receipt of notice of termination, Client must immediately make a good faith effort and take all steps necessary to obtain new counsel. This provision is subject on our part to the applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect Client’s interest in the above matter. In the event applicable laws or

the rules governing our practice prohibits us from withdrawing as set forth above, Client agrees to obtain new counsel and agree to our withdrawal at the earliest possible time allowable by law.

3. Post-Engagement Matters. After completion of this relationship, changes may occur in the applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no obligation to advise Client with respect to future legal developments.
4. Retainer. We are not requesting an initial retainer at this time.
5. Fees. All time is billed in six-minute increments.
6. Conflicts of Interest. We have run a conflict check, and we are not aware of any conflicts that would preclude our firm from undertaking the above-described representation. Should you become aware of a potential conflict at any later time, we welcome the opportunity to resolve any concerns in accordance with the Rules of Professional Conduct.
7. Client Document. The Firm and Client agree that all client-supplied materials and lawyer end product are the property of Client. Lawyer end product includes for example, client work product, finalized contracts and memos to Client. The Firm and Client agree that lawyer work product is property of the Firm. Lawyer work product includes internal memoranda, personal work product, and third-party documents used for producing documents for Client.
8. Integrity of Work Product. In the course of representation, We may prepare or revise documents transmitted electronically to you or other parties. The Firm will not be responsible and shall have no liability for any consequences whatsoever arising out of or resulting from a document that is modified by you or a third-party after it has left our control.
9. Fee Disputes. Client agrees that any claim by Client regarding fees billed by the Firm that Client consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not later than one hundred twenty (120) days after Client's receipt of the Firm's bill for services on which the fees or costs first appear.
10. Limitation on Time to Assert Claims. Client further agrees that any claim associated with the provision of legal services by the Firm including, but not limited to, claims for breach of contract, legal malpractice, or breach of fiduciary duty shall be brought within one (1) year following the last date on which the Firm performed services for Client in relation to the particular matter and that any claims not asserted shall be forever barred. The Firm agrees that, if necessary, the Firm shall bring a claim for collection of unpaid fees and costs within one (1) year of the last date on which the Firm performed services for Client, and that any claim not so asserted shall be forever barred. This provision does not limit either party's right to assert any claims or defenses. However, it does limit the amount of time each party has to assert a claim. This provision does not prevent Client from filing a grievance with the Disciplinary Board. This provision may only be modified in a signed writing by Client and by the Firm.
11. Results. Client representative's signature will signify Client's agreement to disclose fully and accurately all material facts and keep us apprised of all material developments related to the matters as described above.

In addition, it is understood that the Firm makes no promises or guarantees to Client concerning the outcome of legal services, except that we will represent Client's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.

12. Use of Client Name and Logo. Unless Client expressly requests otherwise, the Firm may reference that Client is a client of the Firm, and may use Client's name and logo, on its website and in its marketing materials.
  
13. Complete Agreement. This is a binding contract between the parties who have relied upon their own independent judgment. No other representations have been or are relied upon by either party. All prior oral representations are merged into this final agreement. The Client representative's signature below indicates that Client has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to Client. If Client wishes to engage the Firm, please countersign where indicated below, retain a copy for Client's records and forward a copy to the Firm. Please call the Firm if Client has questions regarding this Engagement Letter during the course of our representation.

Sincerely,



Brad Miller, Esq.

**Accepted and Agreed to by:**

\_\_\_\_\_  
Printed Name of Representative for Client

\_\_\_\_\_  
Signature of Representative for Client

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

**EXHIBIT A**  
**Miller Farmer Law, LLC**

<u>Service.</u>	<u>Current Rates.</u>
Partner Attorney Services (Brad Miller and Tim Farmer):	\$225.00/hour
Senior Associate Attorney Services: (Bryce Carlson)	\$200.00/hour
Associate Attorney Services:	\$180.00/hour
Workplace Investigation Services:	\$200.00/hour
Paralegal/Legal Assistant Services:	\$105.00/hour
Services as Borrower's Counsel in Facility Financing or Re-financing:	\$15,000 flat fee

Schedule of Standard Charges Billed as Disbursements or Costs and Certain Policies.

1. Professional time: All communications including but not limited to, phone and email are billed at the applicable professional's rate. All research and time spent on matters requested by Client are billed at the applicable professional's rate.
2. Travel time: Billed one-way at the applicable professional's rate.
3. Mileage: \$0.545 per mile or the current IRS standard mileage rate.
4. Travel expenses: All travel expenses, including but not limited to, parking, taxis, rental cars, air travel, meals, and hotels, will be billed at cost or paid directly by Client.
5. Photocopying: Only billed if greater than 100 pages in a month, at \$.25 per page.
6. Facsimile: Only billed if greater than 100 pages in a month, at \$.25 per page.
7. Delivery Service: Reasonable cost charged by third-party or runner employed by the Firm.
8. Computerized Research: Billed at the going third party rate.

The above list represents examples of costs and expenses, but is not an exhaustive list. The billing rates set forth above are subject to change from time to time at the Firm's sole discretion. If, due to complexity or time restraints, it is necessary to utilize contract attorneys, paralegals, document or computer service personnel, the work will be charged at the rate the Firm charges for equivalent in-house personnel for services provided. The Firm may charge for paralegal or non-attorney staff overtime requested by the client or which is required as a result of emergencies, short deadlines in complex matters, or other exigent circumstances, of which preclude scheduling and performing the work on a non-overtime basis.

Third party Provider Charges.

Any third-party invoice may be sent to Client for prompt, direct payment.

Payment.

Our statements for services and expenses will normally be rendered on a monthly basis and are due and payable upon receipt by Client. We expect all statements to be paid in full within fifteen (15) days after

receipt. If Client anticipates a problem at any time, we ask that Client contact the Firm prior to the date-payment is due to arrange an alternative payment schedule. If a statement is not paid in full within thirty (30) days after receipt and We have not agreed in writing upon an alternative payment schedule, and subject to applicable rules and laws, We reserve the right to suspend work on Client's behalf until such time as past due invoices are fully paid. We will be entitled to charge interest thereon beginning thirty (30) days after receipt at a rate equal to the lesser of one and one-half percent per month or the maximum rate permitted by applicable law. In addition, we reserve the right to call for payment of a retainer deposit at any time. If additional services are requested after a bill is received, we consider the previous bill as having been accepted. In order to pay fees and to reimburse the Firm for costs and expenses incurred in performing services on Client's behalf, the Firm shall have a right to assert a lien against Client.