# Charter School Contract

Between

St. Vrain Valley School District RE-1J

And

St. Vrain Community Montessori School

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CHARTER SCHOOL CONTRACT
BETWEEN
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
AND
ST. VRAIN COMMUNITY MONTESSORI SCHOOL

This Contract is made and entered on June 26, 2019 by and between the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a public school district, hereafter referred to as the “District” and ST. VRAIN COMMUNITY MONTESSORI SCHOOL, a Colorado non-profit corporation hereafter referred to as the “School”.

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, §22-30.5-101, C.R.S. and following, for certain purposes as enumerated in §22-30.5-102(2) and (3), C.R.S.;

WHEREAS, the School District Board of Education, hereafter referred to as the “Board,” previously approved a renewal charter application for School as a District charter school through June 30, 2022, school and fiscal years and entered into successive charter contracts for the operation of such school;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, covenants, and payments herein described, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Contract shall have the following meanings:

School shall mean the Charter School Name.

Charter Board shall mean the Charter School Name. Board of Directors.

Act shall mean the Charter Schools Act, C.R.S. §22-30.5-101.

Administrator shall mean the principal/executive director of the School.

Application shall mean the School’s application for a charter school, dated October 22, 2008.

Board or Board of Education shall mean the District’s Board of Education.

CDE shall mean the Colorado State Department of Education.

CFO shall mean the District’s Chief Financial Officer.

C.R.S. shall mean Colorado Revised Statutes.

Days shall mean those days when the District’s Educational Service Center is open for business.


Finance Act shall mean the Public School Finance Act of 1994, C.R.S. §22-54-101, as amended, or its successor.

General Assembly shall mean the Colorado General Assembly.

Governmental Immunity Act shall mean the Colorado Governmental Immunity Act, as amended, C.R.S. §24-10-101.

IEP shall mean Individualized Education Program.

Material Breach shall mean a violation of this Contract which is substantial and significant and which will excuse the non-breaching party from further performance of this Contract.

Open Meetings Law shall mean the Colorado Open Meetings Law, as amended, C.R.S. §24-6-401.

Policies or the term “Policies and Regulations” shall mean those District adopted policies and implementing regulations that are of general applicability to all schools within the District except (a) those that are determined by the District, from time to time, to not be applicable to existing charters schools within the District; and (b) those policies and implementing regulations for which the School has been granted a specific waiver or waivers.

Public Records Law shall mean the Colorado Public Records Law, as amended, C.R.S. §24-72-204.

Standards shall mean the District content standards for student achievement.

State Board shall mean the Colorado State Board of Education.
2. **ESTABLISHMENT OF SCHOOL**

2.1 **Term.** This Contract is effective as of July 1, 2019 for a three-year period, terminating on June 30, 2022. The District may extend the Contract for two (2) separate one (1) year terms. The District shall provide the School with written notice no less than one-hundred fifty (150) days prior to June 30, 2022 in order to exercise the first one (1) year term extension and with written notice no less than one-hundred fifty (150) days prior to June 30, 2023 in order to exercise the second one (1) year term extension. Except as herein contained or otherwise agreed pursuant to Section 13.2 (Page 38), all other terms and conditions of the Contract shall remain the same under the one (1) year extension(s).

Should the parties be unable to reach agreement on all terms of a renewed contract by July 1 of a school year during the term of the charter granted by the Board, the provisions of this Contract shall continue to be observed pending such renewal. Regardless of length of term, contract may be subject to yearly amendments, addendums, or exhibit updates upon mutual agreement by all parties. Although this Contract may be for operation of the School for a period in excess of one fiscal year, pursuant to Article X, Sec. 20, of the Colorado Constitution, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract.

2.2 **Charter school legal status.** The School has incorporated as a Colorado non-profit. Unless the parties agree otherwise in writing, the School will continue to operate as a Colorado non-profit corporation and will assure that its operation is in accordance with its articles of incorporation and bylaws. The School will notify the District promptly of any change in its corporate and/or tax exempt status.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District Policies that apply to public charter schools unless waived in accordance with Section 5.5 (Page 17) of this Contract. Further, the School is a public entity within the meaning of §24-10-106, C.R.S., and is therefore entitled to the protections of the Colorado Governmental Immunity Act.
3. DISTRICT-SCHOOL RELATIONSHIP

3.1 District responsibilities and rights.

3.1.1 Right to review. The School will operate under the auspices of, and will be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all federal and state laws and regulations, Policies and Regulations. To fulfill its accountability responsibility, all records established and maintained in accordance with the provisions of this Contract, Policies and Regulations, and federal and state law and regulations will be open to inspection and made available to the District in a timely manner. Records include, but are not limited to the following:

a. School records including, but not limited to, student cumulative files, policies, special education and related services;
b. Financial records;
c. Educational program, including test administration procedures and student protocols;
d. Personnel records, including evidence that criminal background checks have been conducted;
e. School’s operations, including health, safety and occupancy requirements; and
f. Inspection of the facility.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities.

The School shall have the right to maintain as confidential from the District those School records to which such confidentiality attaches as a matter of law including, but not limited to, records of Charter Board executive sessions (subject to the Sunshine Act procedures for contesting such confidentiality); attorney-client correspondence and work product records of the School; records relating to School-District negotiations or negotiation strategies; and records relating to disputes between the School and the District. The School, through its Executive Director or the Charter Board may elect to disclose such confidential records to the District on a case-by-case basis, with or without District assurances relating to preservation of confidentiality, notwithstanding the rights noted above and without in any way impairing its right to assert confidentiality in future cases.

3.1.2 Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification will be made within ten (10) Days of its receipt by the District and will include information about the substance of complaint, taking into consideration any complainant’s request for anonymity.
3.1.3 School health or safety issues. The District will immediately notify the School of any circumstances requiring school closure, lockdown, emergency drills or any other action that may affect school health or safety.

3.1.4 Feedback about progress. Within sixty calendar days of receipt of the School’s annual report completed pursuant to Section 3.2.5.a (Page 10) of the Contract, the District will, at a minimum, provide information to the School about its status in relationship to the goals, objectives and accreditation requirements contained in Section 7.2 (Page 23).

3.1.5 Access to student records. Upon request, the District will timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School will use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and will not use student information acquired from the District for any other purpose.

3.1.6 Indemnification by District. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District agrees to indemnify and hold the School and the Charter Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.2 School responsibilities and rights.

3.2.1 Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District’s student information system per Section 10.4 (Page 33), and adhering to all provisions of the Public School Financial Transparency Act (22-44-304, C.R.S). In addition, the School will ensure that records for students enrolling in other Schools are transferred in a timely manner. All records will be maintained at the School and will be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

3.2.2 Notification to District.

a. The School will notify the District Superintendent’s Office within three (3) Days (and other appropriate authorities) in the following situations:
1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law.

2. Any complaints filed against the School by any governmental agency.

3. Any incident on School property or at a School-sponsored activity in violation of the School’s gang activity policy.

4. When a student fails to attend all or part of any school day without authorization when the School has been notified in writing by the supervising court or probation/parole officer that the student is required to attend school.

5. Instances on or off School property of assault, disorderly conduct, harassment, knowingly false allegations of child abuse, or any alleged offenses under C.R.S. Title 18 by a student and directed toward a teacher or other School employee.

6. Any time there is knowledge of an incident involving an employee or student that may generate significant negative press or public notoriety to the school or school district.

7. A change in the administrative leader of the School.

b. The School will immediately notify the District Superintendent’s Office of any of the following:

1. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;

2. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;

3. The arrest or indictment of any members of the Charter Board or employees of the School for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

4. Misappropriation of funds;

5. A default on any obligation, which will include debts for which payments are past due by sixty (60) calendar days or more; or

6. Any change in its corporate status with the Colorado Secretary of State’s Office or status as a 501(c)(3) corporation, if applicable.

7. Any mandatory reporting requirements to CDE as set forth in 1 CCR 301-37, §15.00.

8. When there are reasonable grounds to believe an act that rises to the level of a Public Safety Concern as defined in the District’s Boulder County Information Sharing Interagency Agreement has been perpetrated by a student or any adult on School grounds or at a School-sponsored activity.

3.2.3 Safety. The School shall comply with the Colorado Safe Schools Act and complete the required information annually by the end of August to the District
Security Manager, who will be responsible for communicating the information to local responders.

3.2.4 Compliance. The School will comply with all federal and state laws, local ordinances, and Policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and Policies in accordance with Section 5.5 (Page 17). The School shall report instances of significant property damage by a student to the personal property of a School teacher or other School employee and instances of child abuse as such reporting is required by applicable state statutes.

3.2.5 Reports. The School will timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates. Timely notification will be provided when due dates are changed. Failure to provide reports within ten (10) Days after the date due is a material violation of the Contract and the District may take actions outlined in Section 3.4 (Page 12) of this contract. Any report requiring data from the District will not be required from the school until 30 days after the data is actually received from the District. This reporting obligation may be fulfilled by sending a link to an electronic version of the report.

a. Accreditation/School Improvement – If the school participates in the CSSI (Charter School Support Initiative), the school will provide a copy of the report to the District. The school shall participate in the District/state Accreditation/School Improvement process and shall submit a Unified Improvement Plan (UIP) in the CDE format by the required deadline, based on the School’s assigned status from their School Performance Framework (SPF) and input from the CSSI report (if applicable). If deadlines are not met, it shall be considered a material breach of contract and the School shall have ten (10) business days or such other time as the parties may agree to cure such breach.

b. Required financial reports (in Excel format, unless otherwise noted)

1. Quarterly, within 30 days of the end of the quarter:
   i. Quarterly Financial Reports

2. Annually, as specified:
   i. Calendar year-end trial balance – February 1
   ii. Calendar-Year Payroll Tax and PERA Reconciliation – February 28
   iii. Projected enrollment – Preliminary by Feb 1, adjusted by March 15
   iv. Proposed Budget – April 15
   v. Charter Board adopted budget – June 30
   vi. Draft of annual audit with Trial Balance – September 1 or as reasonably scheduled by District auditors
   vii. Verification of prior year charter approved special education expenditures – September 15
viii. Final annual audit with Trial Balance – October 1 or as scheduled by District auditors

ix. Amended budget, or adopted budget if not amended, on CDE form – January 21

c. School calendar – Due on April 15, provided the St. Vrain Valley School District calendar is approved by the Board of Education by March 15.

d. Health and safety information including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc. – May 31

e. Governance information including Charter Board (i.e., names/contact info, terms and signed Board Member Certification Forms or Board of Director’s Agreements) – August 31

f. Insurance certification – August 31

g. Summary Listing of Human Resources/Personnel Information in mutually agreed format – September 15 and January 31.

i. The District HR department will retain information on School personnel provided on the completed CDE Employee Data Collection Form.

ii. The School agrees to work with the District to provide any additional personnel information in order to meet any actual additional or unexpected reporting requirements or inquiries from CDE or other Federal or State governmental authorities.

iii. The School will communicate with the District regarding employees requiring SVVSD accounts (to include Active Directory and Infinite Campus; does not include email except where noted in Exhibit J), and within 48 hours of employee termination in order to ensure those accounts are disabled in a timely manner.

3.2.6 Indemnification by School. To the extent permitted by law, and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School agrees to indemnify and hold the District and its Board and employees harmless (to the extent of any funding that would otherwise have been made available under this Contract) from all liability, claims and demands on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent acts of its employees. The foregoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

3.3 Procedures for contract amendments. The party requesting the change shall send written notice to the other party in accordance with Section 13.8. The receiving party will have sixty (60) calendar days to review and act upon the proposed changes. If
the receiving party does not act on the proposed changes within this time period, the changes will be deemed to have been accepted. The parties agree to not unreasonably withhold accepting proposed changes to this Contract.

3.4 District – School dispute resolution procedures. All disputes arising out of the implementation of this Contract will be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

a. In the event of any dispute or claim arising under or related to this Contract, the parties shall use their best efforts to informally settle such dispute or claim through good faith negotiations with each other.

b. If such dispute or claim is not settled through such negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through informal negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado, or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 30 days following either party’s written request therefore.

c. If such dispute or claim is not settled through mediation, then either party may, within 5 days of conclusion of mediation, request in writing to the other party arbitration to be held in Longmont, Colorado. Within one week of receipt of such request, the authorized representatives of the parties will attempt to agree upon an arbitrator. If they reach no agreement within three (3) days after the first attempt to agree, they will request appointment of an arbitrator by the American Arbitration Association or such other organization as may be mutually agreed upon.

d. The arbitrator will conduct a hearing limited to the issues raised in the notice. The arbitrator will have authority to make procedural rules and will issue a report to the parties within ten (10) calendar days after the close of the hearing. Such report will contain findings provided that the arbitrator is not authorized to modify, add to or subtract from this agreement. The arbitrator will issue a brief, confidential statement of findings and a recommendation to the parties. The Board of Education may act to accept or reject such recommendation at the next regularly scheduled meeting occurring at least two weeks after receipt of the arbitrator’s recommendation and, at that time, will release the arbitrator’s findings within the meaning of C.R.S. 22-30.5-107.5(3)(b).

e. Waiver. Failure to file notice within the times specified or failure of a party to advance the process within the times specified, will be deemed a waiver of any
f. Costs shared. The parties will share equally the costs of arbitration, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

g. During the entire period of negotiations, mediation, arbitration, and possible appeal, the District shall not enforce its remedies set forth herein.

3.5 Other remedies. If the School is in violation of 22-30.5-110(3), C.R.S., state or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.2 (Page 36). Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

Prior to applying a remedy other than 3.5.b below, the District will send a notice of breach and provide the School with an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the School to contest the deficiency, a reasonable timeframe for remedying the deficiency, and the expected results.

a. Withholding of some or all of the funds due to the School until compliance occurs. This remedy may be applied in situations to include failure to submit reports listed in Section 3.2.5 (Page 10) by the established deadlines and failure to submit a budget to the District that meets the requirements of Section 8.4 (Page 29).

b. Taking immediate control of the School or some portion thereof. Notwithstanding any other provision of this Contract, in the case of any breach which the District reasonably determines poses a serious threat to the School or District students, the community, or the property rights of the District or the School, the District may, but will not be required to, apply to the Commissioner of Education to take immediate control of the School pursuant to the Charter Schools Emergency Powers Act, C.R.S. 22-30.5-701, et seq., and exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. Any relief granted by the Commissioner may continue during the pendency of any dispute resolution process with respect to any alleged breach.

c. Notice of breach and development of a plan to correct the deficiency(ies). This remedy will be initiated by a letter from the District containing all of the information in Section 3.4.b (Page 12). In addition, the letter will require the
School to prepare a plan to remedy the deficiency, submission of the plan to the District for review and comment, revisions to the plan by the School at its discretion, and approval of the plan by the Charter Board to include a statement that directs the School's staff to implement the plan and provide the Charter Board with periodic reports of progress. The District may require the School to review and revise the plan if it is not effective in remediating the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or fails to complete two or more required reports by the established deadlines.

d. **Escalating Notifications.** For minor issues of non-compliance, a notification will be sent to the relevant parties involved, requesting resolution. If non-compliance continues, the District reserves the right to sequentially escalate notifications to the Charter administration, the Charter Board, and, upon Board action, to families of enrolled students of the charter school, in that order.

e. **Special Remedies for Non-Compliance with Financial Matters.** If breach of contract provisions related to financial matters in Section 8 (Pages 27-31) or deficiencies related to financial reporting requirements outlined in section 3.2.5.b (Page 10) occurs, the District may, upon Board action, require the school to:

1. Use the District's prescribed financial accounting system for the tracking and reporting of all school financial operations at the school's cost, and/or
2. Use the District's prescribed auditing firm for the school's year-end financial audit at the school's cost.

3.6 **District violations of charter school law or contract.** If the School believes that the District has violated any provision of this Contract or charter school law, the School will send the District notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis (evidence) for it, an opportunity for the District to contest the deficiency, a reasonable time frame for remediating the deficiency, and the expected results. If the District does not remedy the violation, the School may initiate the dispute resolution procedures outlined in Section 3.4 (Page 12).
4. **SCHOOL GOVERNANCE**

4.1 **Governance.** The School’s articles of incorporation and bylaws will not conflict with the School’s obligation to operate in a manner consistent with this Contract. The Charter Board’s policies will provide for governance of the operation of the School in a manner consistent with this Contract. The articles of incorporation and bylaws shall be filed with the District. The Charter Board will operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the composition of the School’s governing body will be made in accordance with the procedures described in Section 2.2 (Page 6) of the Contract and shall be filed with the District.

4.2 **Corporate purpose.** The purpose of the School as set forth in its articles of incorporation will be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, Sections §22-30.5-101, C.R.S., and appropriate ancillary activities.

4.3 **Transparency.** The School will make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and will conduct meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the School.

4.4 **Complaints.** The School will establish a process for resolving public complaints, including complaints regarding curriculum, which will include an opportunity for complainants to be heard. The final administrative appeal will be heard by the Charter Board, not the District’s Board of Education.

4.5 **Contracting for core educational services.** Unless otherwise agreed in writing by the District, the School will not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This will not prevent the School from engaging independent contractors to teach selected, specific courses.
5. **OPERATION OF SCHOOL AND WAIVERS**

5.1 **Operational powers.** The School will be fiscally responsible for its own operations, and will have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing or purchasing facilities for School purposes (subject to Board approval which will not be unreasonably delayed or denied); accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. All such operational powers of this paragraph shall be subject to Colorado law, including, but not limited to, Article X, Section 20 of the Colorado State Constitution.

5.2 **Transportation.** Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. The District is not delegating the authority to impose a transportation fee.

5.3 **Food services.** If requested to do so by the School, and feasible for the District to do so, the District will provide free and reduced price meals to needy students in a manner determined by the District and in accordance with Policies and applicable federal and state law. If a lunch program is offered by the School that is not part of the District program, the School shall provide, at its costs, free and reduced priced meals to needy students in accordance with Policies and Regulations and applicable federal and state laws.

5.4 **Insurance.** The School will purchase insurance protecting the School and Charter Board, employees (including non-compensated student teachers and students participating in a supervised non-compensated internship), volunteers, and the District where appropriate, consisting of comprehensive general liability insurance and errors and omissions liability insurance (school entity liability insurance) and auto liability insurance (including owned, hired and non-owned vehicles). The School will also purchase a bond or crime insurance and property insurance that covers buildings, contents, and equipment breakdown, where applicable. The School will also purchase statutory workers’ compensation insurance coverage. Coverages will be provided with terms and conditions previously approved by the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than “A- VII”. Non-rated insurers must be approved by the District. The Colorado School Districts Self Insurance Pool (CSDSIP) is preapproved. The School shall provide certificates of insurance to the District’s Risk Manager by August 31. All of the School’s insurance policies purchased by the School will state that coverage will not be suspended without 30 days’ prior written notice by certified mail, return receipt requested, given to the District’s Risk Manager. The School will notify the District’s Risk Manager within ten
(10) Days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. In consideration of the possibility of a data breach of protected information and/or the introduction of malicious code, and due to the Charter contracting with the District to use certain shared platforms that contain protected information, responsibility for the breach of information shall be governed as follows. For a covered cause of loss, District liability coverage may extend if the Charter is affected by a claim or loss resulting from the District's failure to properly handle, manage, store, destroy, or otherwise control Personally Identifiable Information, educational information, financial information, or other forms of protected information, subject to policy terms, conditions, and exclusions. If the breach is caused by a system the District contracts for that the charters use, the District insurance is primary.

If the cause of loss is determined to result from a third party vendor or contractor contracted by the Charter, or a breach stemming from the Charter, or Charter users of the platform, coverage would be the responsibility of the Charter's liability carrier. The charter agrees to indemnify the District against any claims or causes of loss that arise from any successful or attempted breach of data at the level of the Charter or the Charter's users.

5.5 Waivers.

a. Automatic waivers. State statutes and regulations that are automatically waived pursuant to 1 Colo. Code of Regulations 301-35 are waived and require no application.

Waivers are not required, but may be granted or requested for purposes of clarity, when a statute or policy by its express terms does not apply to charter schools. The District will reasonably cooperate with the School in granting waivers of policy or applying for waivers of statute when such waivers are necessary or appropriate to enable the School to serve the best interests of students and fulfill its mission.

The School will be granted such waivers from Policies and Regulations upon approval by the Board of acceptable replacements.

b. Additional waivers. The Board agrees to jointly request waiver of state law or regulation, in addition to those automatically granted, if the Board first approves that request. Board approval of requests to waive State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

c. Subsequent waiver requests. The School may request additional waivers after the original request. Upon receipt of such request, the District will have thirty
(30) calendar days to review the request and, thereafter, will present the matter before the Board at its next Regular Meeting. The Board will, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a Regular Meeting. Waivers of Board-approved Policies and Regulations may be granted only to the extent permitted by state law. In the event the Policy or Regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. Board approval of requests to waive either Policies or Regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

d. Compliance assurance. The School will take reasonable steps to assure that staff at the School, members of the Charter Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Policies, or, when appropriate, comply with the intent of waived state statutes, State Board rules, and Policies.

e. A list of all state waivers is included as EXHIBIT A. A list of all District policy waivers is included as EXHIBIT B.
6. **SCHOOL ENROLLMENT AND DEMOGRAPHICS**

6.1 **School grade levels.** The School may serve students in kindergarten through grade eight, including other ancillary activities.

6.2 **Student demographics.** Students shall be considered for admission into the program as specified in Section 6 and without regard to race, creed, color, sex, gender orientation, national origin, religion, ancestry, disability, or need for special education services. The School shall have and implement a recruitment and enrollment plan, attached as EXHIBIT C, that ensures that it is open to any child who resides within the District, and has a diverse student population, which includes, but is not limited to, enrolling a percentage of students that are eligible for free/reduced lunch which is consistent with District averages, taking into account the demographics of other public schools within reasonable proximity to the School. The School shall make reasonable progress toward this goal.

6.3 **Eligibility for enrollment.** The School will limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School’s age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. §22-33-106 (3)(f) in another district school.

6.4 **Enrollment preferences, selection method, timeline, and procedures.** Enrollment preferences, selection method, timeline, and procedures are described in EXHIBIT D.

6.5 **Admission procedures.** To ensure that the needs of students with disabilities are met, the following procedures must be followed:

a. Following the application deadline and upon completing the lottery, if appropriate, the School shall request that the student/District provide the most recent Individualized Education Program (“IEP”) IEP or Section 504 Plan, if any.

b. When an applicant has an existing IEP Plan, prior to the decision to admit or deny admission, a Review Team consisting of the School Principal or designee, the School special education coordinator, and a District Special Education representative shall review the IEP Plan, and, if deemed appropriate, confer with staff at the student’s previous school, and will make a determination of whether the services can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the District Special Education representative will convene a complete IEP Plan team to make the final determination. If the determination by the full team is that the IEP Plan cannot be fully implemented at the School and therefore a Free Appropriate Public Education (FAPE) would not be available.
to be provided at the School, the student’s application for admission will be denied and the student’s current placement will remain as determined by the prior IEP Plan Team meeting. Representatives from the student’s prior school and the School together with the representative from the District’s Department of Special Education, along with parents, will participate in the IEP Plan Team meeting at the School.

c. Admission of applicants with an IEP Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the IEP Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full IEP Plan team review meeting is held and the Plan is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the IEP Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

d. When an applicant has an existing Section 504 Plan, prior to the decision to deny admission, a Review Team consisting of the School Principal or designee, the School 504 Coordinator, and the executive director of Student Services shall review the Section 504 Plan. If deemed appropriate, the Review Team will confer with staff at the student’s previous school to determine whether the services can be provided by the School. If any or all of the review team members question the ability of the School to deliver the required services, the executive director of Student Services will convene a Section 504 Plan team to make the final determination. The 504 Plan Team shall consist of the principal or designee of the charter school, parents of the student, the area assistant superintendent(s) of schools, the executive director of Student Services and any other participants as required by federal law. If the determination by the 504 team is that the Section 504 Plan cannot be fully implemented at the School, the student’s application for admission will be denied and the student’s current placement will be determined by the 504 Plan Team. If the 504 Plan Team cannot reach consensus, then the student’s placement will be determined by the area assistant superintendent(s) of the sending and receiving schools.

e. Admission of applicants with a Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is admitted with a Section 504 Plan from his/her previous school shall be placed, upon consultation with the parents/guardian, directly in a program that meets the requirements of such Plan. Including the same or comparable services set forth in the Section 504 Plan, unless and until: (i) for intra-District or intra-state transfers, a review staffing by the full Section 504 Plan team review meeting is held and the Plan
is either adopted or changed; and (ii) for out of state transfers into the District, the School conducts an evaluation of such student and the Section 504 Plan team develops, adopts, and implements a new Plan, if appropriate, that meets the needs of the student.

f. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

6.6 Participation in other District programs. No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission will include the manner in which the costs of instruction will be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement will be deemed payment for a purchased service under the Charter School Act. No student will be entitled to instructional time that would be more than the equivalent of a 1.0 FTE, even if the student meets the requirements for full-time funding at one or both schools. If no written agreement is reached, the District and the School may each count the pupil as a .5 FTE for funding purposes, if the pupil's participation meets the eligibility for such funding based on state requirements.

6.7 Non-resident admissions. Subject to its enrollment guidelines, the School will be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, Policy and this Contract. If the School has more applicants than it has space, preference will be given to those students who reside within the District, and then to students who reside outside the District. Once accepted for enrollment, a non-District resident student may re-enroll for subsequent school years until completing his or her schooling at the School.

6.8 Student movement after October 1. After October 1, the School agrees to use the standard District administrative transfer process. Requests for transfer to a District school will not be unreasonably denied.

6.9 Expulsion and denial of admission. The statutory authority to expel students will remain with the District. The Charter Board, however, shall have the authority to remove students from the School, on the statutory grounds for which expulsion is permitted, and shall be delegated authority to conduct initial stages of the expulsion process, in conformance with state statutes and the District’s policies as follows: The Charter Board is hereby delegated the power ordinarily exercised by the executive officer under 22-33-105(2)(c), C.R.S., to conduct a due process hearing. To ensure a fair process, the Charter Board must provide notice of the contemplated action to the student and parents/guardians. The Board must also prepare an evidence notebook regarding the grounds for expulsion including, without limitation, student data, witness statements, photographs, copies of school rules/regulations, and other evidence. The evidence must be presented to a designated hearing officer at the hearing to render findings of fact and
recommendations in accordance with relevant state and federal laws and the District’s policies regarding expulsion and denial of admission. Following a hearing, the Charter Board’s designated hearing officer shall issue its confidential written recommendation and convey the same, together with the evidence notebook described above and a copy of the taped proceedings, to the District no later than two (2) school days after the hearing. The District’s Superintendent or designee shall review the hearing officer’s recommendation and the file and determine whether the School’s removal was warranted and in compliance with federal and state laws and the School’s policies. The Superintendent or designee will issue a written decision, which shall be final as to the removal of the student from enrollment in the School. The approval to remove a student from the school shall not be unreasonably withheld.

The District’s Superintendent or designee shall additionally determine whether the grounds for removal from the School also constitutes grounds for possible expulsion from all schools within the District, and the District may proceed with an expulsion hearing pursuant to the District’s policies and regulations.

Any general education services required by law to be provided to suspended or expelled students will be the sole responsibility of the District, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled students will be the sole responsibility of the District.

A student may be denied admission pursuant to §22-33-106, C.R.S.

6.10 Continuing enrollment. Pursuant to Colorado state law, students/parents who choice into the School will remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court-ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District may do so only through the District’s within-District transfer procedures.
7. **EDUCATIONAL PROGRAM**

7.1 **Vision and mission.** The vision and mission statements set forth in Section A of the Application are hereby accepted by the District to the extent they are consistent with the principles of the General Assembly's declared purposes for enacting the Act as set forth in C.R.S. §22-30.5-102(2) and (3).

7.2 **Unified Improvement Plan.** The School shall meet or make reasonable progress toward the goals, objectives, and pupil performance standards set forth in the School’s Unified Improvement plan (UIP) attached as **EXHIBIT E**.

7.3 **District Accreditation Indicators.** Accreditation indicators representing student outcomes are the same as for other like District schools. In addition, indicators for governance, finance, and operations have been established to reflect the unique characteristics of the School. The indicators are provided in **EXHIBIT F**. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

7.4 **Educational program characteristics.** The School shall implement and maintain the characteristics of its educational program set forth in **EXHIBIT G**, subject to modification with the District’s written approval.

7.5 **Online program.** The School’s educational program as contained in the application and reviewed by the District does not include an on-line program pursuant to 22-33-104.6, C.R.S., and the School is accordingly prohibited from offering such an on-line program.

7.6 **Curriculum, instructional program, and pupil performance standards.** The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the District, will be designed to enable each pupil to achieve such standards, and will be consistent with the School’s vision and mission. School students will take the CMAS tests as required by the State, subject to the statutory right of parents to opt out of the test. The School will not impose consequences on students or parents that have the effect of encouraging or discouraging students or parents from opting out. The School may recommend or reasonably advocate that parents not opt out. The School will participate in the District Accountability/Accreditation process.

7.7 **English language learners.** The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency while participating in the mainstream English language instructional program. Programming will include regular time periods for direct instruction in English language acquisition and an emphasis on sheltered instruction, consistent with the plan identified
in EXHIBIT H. The School will follow the District's procedures for identifying, assessing, reclassifying, and monitoring English language learners in alignment with state and federal requirements.

7.8 Education of students with disabilities.

a. The School is accountable for complying with federal laws prohibiting discrimination based on disability, including Section 504, and the District is responsible for ensuring that all students receive a Free Appropriate Public Education (FAPE). The School and the District will work together in developing a plan to ensure compliance with these laws.

b. The District will provide all special education support services to students at the School, except that the School will hire its own special education teacher(s) and paraprofessionals subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education. The District will assign other special education support staff as necessary to meet student needs. The School will staff its special education personnel applying the same staffing formula used within other District schools. Therefore, except for District center-based programs and services, special education services at the School will be commensurate with those provided at other District schools. The school may hire itinerant staff with District approval, subject to review and acceptance of the required licensing credentials by the Executive Director of Special Education.

c. The cost for special education services is described in Section 10.3 (Page 33). District services for special education will include being responsible for providing and paying the costs of defense and of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), CDE’s Federal Complaints Officer, or Individuals with Disabilities Education Act (IDEA) due process proceedings. In the case that findings from the complaint indicate gross negligence of school staff, the School shall have the responsibility for paying for all fees and expenses, including attorneys’ fees, expert costs, settlements and judgments, incurred and related to the School’s special education students. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not provided with transportation services. Should transportation be required for a student with disabilities, as determined by the Review Team, it will be the responsibility of the District.

d. The School agrees to comply with all Board policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities, and will provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. In the case where The School Administrator and
the Director of Special Education disagree about interpretation or application of statute or regulation with regard to a matter at The School, The School may express any legal concerns to counsel for the District prior to a final decision being communicated by the Executive Director of Special Education with regard to said matter.

e. The District and the School will jointly direct the development and/or modification of any IEP for special education students of the School. The District’s Executive Director of Special Education, or designee, will maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services. The School will use District special education forms and procedures and will document compliance with the requirements of federal and state law, including procedural due process. The District will respect the School’s curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

f. The School’s special education teachers are required to participate in monthly staff meetings and any required special education training sponsored by the District, and newly hired special education teachers will attend District orientation sessions during the school year, following their employment, and be supported by a mentor selected by the Special Education Department throughout the first year of employment.

g. The District or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the District will have the right to require such changes necessary to comply with law, and will have the right to request other reasonable changes on behalf of students with disabilities.

h. Special education programs and services, as determined by each student’s IEP, will be available as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

i. If a student needs support outside of the school day to participate in a school-related activity, the support must be pre-approved by the Special Education Executive Director. If the need is determined and approved by the Special Education Executive Director, the school shall have responsibility for hiring and paying for the support and the cost shall be included in the cost model outlined in Section 10.3 (Page 33).

a. Staff members of the School are not to recommend specific private or outside
education programs to the parents of special education students that could require the District to provide services other than those included in the IEP. This section is not intended to apply to, nor to in any way restrict or inhibit School staff from offering good faith professional opinions given in appropriate forums, such as IEP meetings, or testimony in disputed matters.

b. The School shall not be held responsible for the costs of additional services that result from recommendations made by District staff that are outside services other than those included in the IEP. The school will be responsible for the costs of additional services that result from recommendations made by school staff that are outside services other than those included in the IEP.

c. Gifted and Talented services will follow state approved pathways for identification and the provision of services.

7.9 **Education of students with 504 Plans.** 504 Plans are developed by the School. The School must have a designated 504 Plan coordinator. The District will provide training and consultation to the School 504 Plan coordinator.
8. **FINANCIAL MATTERS**

8.1 **Revenues**

1. **District Per Pupil Revenue (PPR) funding.** During the term of this Contract, the District will provide 100% of PPR to the School minus the following:
   a. The actual amount of the School’s per pupil share of the central administrative overhead costs, including costs of special education services, as provided by law,
   b. Deductions for purchased services, and
   c. Other deductions as provided herein and adjusted as provided herein.
   d. District PPR will have the meaning defined in §22-30.5-112(2)(a.5), C.R.S. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School, will be reflected as an adjustment to subsequent payment from the District to the School.

The District will provide a report to the School detailing the total funding and deductions that comprise each remitted amount for the applicable time period.

2. **Federal categorical aid.** Each year the District will provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act funding (e.g. Title funds) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds by the District. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. In lieu of funds, the School may receive federally funded goods or services from the District. Specific goods and services would be negotiated and documented in **EXHIBIT J**.

3. **State categorical aid.** On or before January 25 of each year, the District will provide to the School the School’s proportionate share of applicable state categorical aid received by the District for which the School is eligible (e.g., English Language Proficiency, Gifted and Talented, Amendment 23 and capital construction funds). Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. In lieu of funds, the School may receive categorically funded goods or services from the District. Specific goods and services would be negotiated and documented in Exhibit J. Special Education costs and reimbursements will be addressed as stated in Section 10.3 (Page 33).

4. **Mill Levy Override Funds.** The Parties acknowledge that the General Assembly adopted HB 17-1375, effective June 2, 2017, codified in Section 22-32-108.5.
C.R.S. (2017), concerning the distribution of Additional Mill Levy Revenue to charter schools. The District has adopted a plan under the Revenue Sharing Bill ("HB 17-1375 Plan"). Subject to the paragraph below, the St. Vrain Valley School District HB 17-1375 Plan will provide that, for the current fiscal year, the District will allocate ninety-five percent (95%) of the total 2008 and 2012 Mill Levy Override revenue to the School, divided by the certified District-wide Funded Pupil Count, multiplied by the School’s certified Funded Pupil Count for the current fiscal year. The amount allocated may be prorated in the event that the charter school ceases operation part-way through the year. This plan will commence in FY 2019-20 and continue thereafter unless amended by the District’s Board following any periodic review of the plan.

Notwithstanding anything to the contrary contained above, in the event any portion of HB-1375 is found to be illegal, invalid, or unenforceable for any reason, the Parties agree that the H.B. 17-1375 Plan and the allocations above may be rescinded or revised by the District Board and that the Parties will reopen negotiations concerning amending this Contract for the remainder of the term. The District’s Board of Education reserves the right to contract with or financially support any charter school on an ad-hoc, individual, and discretionary basis in order to benefit St. Vrain students and further the mission and vision of the District. Any such contracts or support shall not be deemed to modify the established HB 17-1375 Plan.

5. **Bond Issues.** The District will allow for representation by the charter schools on any committee established by the District to assess and prioritize the District’s capital construction needs. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time, but no later than June 1 of the applicable election year.

6. **Annual accounting.** As required by state statute, the District shall provide a final accounting of costs to the School by September 30 of each year. Any imbalance of funds shall be corrected by October 31. The District will use the School’s year-end financial information to establish the special education (or other agreed to categorical) expenditures to be included in the annual accounting reconciliation. The School must verify its special education (or other agreed to categorical) expenditures prior to September 15 of each year in order for the District to meet the State Statute deadlines.

**8.2 Disbursement of Per Pupil Revenue (PPR).** Commencing on or around July 25th, but not to exceed the last business day of the month of the contract term, District PPR funding, as described in Section 8.1 (Page 27) will be disbursed to the School in monthly installments subject, however, to annual appropriation and the District’s receipt of the funding. July through November funding will be based on the School’s enrollment.
projections submitted in accordance with Section 8.5 (Page 29). Changes of more than 5% from projections may be subject to adjustment after first-day pupil counts. Decreases of more than 5% from enrollment projections shall require a revised budget and financial review by District staff. Funding for December and subsequent months of the fiscal year will be adjusted in accordance with Section 8.3 (Page 29).

8.3 Adjustment to funding. The District's disbursement of funds will be adjusted as follows: On or around December 26, but not to exceed the last business day of the month, funding will be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the District and not otherwise deducted. Funding on or around December 25 may also be adjusted for any services provided by the Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the December payment, so that funding is equal to the PPR provided for in this Contract, will be made no later than the on or around June 25 payment.

Should CDE conduct a count audit that results in a denial of PPR or other funding for students enrolled in the School, the District may adjust the School's funding to reflect such reduction, provided that: (1) such adjustment shall not take place until, at the earliest, the time of actual repayment to CDE, and (2) the District shall timely notify the School of proposed audit findings adverse to the School and, upon request, assign to the School the District's right to contest such audit findings and to prosecute an administrative appeal and any judicial review of such findings.

8.4 Budget. On or before April 15 of each year, the School will submit to the District its proposed balanced budget for the following School year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts, utilizing the Charter School Budget Workbook provided by the District. On or before June 30 of each year, the School will submit to the District its balanced budget for the following school year as adopted by the Charter Board. Any subsequent approved revisions will be submitted to the District. A material violation of this may result in the District initiating remedies described in Section 3.5 (Page 13).

8.5 Enrollment projections. Beginning with its second year of operation, the School will provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent of the official membership for the current school year. It is agreed upon by the parties that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section will not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.
8.6 **TÁBOR reserve.** The School shall comply with applicable provisions of Article X, Section 20, of the Colorado Constitution, also sometimes referred to as the TÁBOR Amendment, including the required TÁBOR Reserve as part of the School’s ending fund balance.

8.7 **Non-appropriation of funds.** The parties agree that the funding for the School will constitute a current expenditure of the District. The District’s funding obligations under this contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the District. The District’s obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

8.8 **Contracting.** The School will not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School’s authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship having a per event or annual value greater than $5,000.00 entered into by the School will include the following provisions:

a. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.

b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Charter Board and the District.

8.9 **Annual audit.** The School will undergo an independent financial audit conducted in accordance with generally accepted accounting standards and governmental accounting pronouncements performed by a certified public accountant each fiscal year. The audit shall comply with the CDE’s Financial Policies and Procedures Handbook, Data Pipeline requirements, etc. Any cost associated with the audit of the School shall be borne by the School. Audit report deadlines are outlined in Section 3.2.5.c (Page 11) of this contract. A failure by the District to provide required information to the School by its deadline shall reopen negotiations on the School’s audit deadlines, provided that no delay in the timeline shall exceed the number of days that the District was late. If audit deadlines are not met, it will be considered a material breach of contract and the School will have 10 Days, or such other time as the parties may agree, to cure such breach; furthermore, the School may, upon Board action, be required to use the District’s independent auditor for subsequent years per the remedies outlined in Section 3.5.e (Page 14).
8.10 **Quarterly reporting.** The School will prepare quarterly financial reports for the District in compliance with 22-45-102(1)(b), C.R.S. Such reports will be submitted to the District no later than 30 days following the last day of the quarter. All June/year-end reports will be submitted as part of the annual independent financial audit.

From time-to-time, the School may be asked, with 30 calendar days’ notice, to present financial reports to the Board at its work session on the fourth Wednesday of each month. The format of the reports must be as prescribed by the District’s Financial Services Department and will not be unreasonable.

8.11 **Non-commingling.** Assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.12 **Encumbrances and borrowing.** During the term of this Contract, the School will not encumber any of its assets without the written permission of the District. Any borrowing above five percent of the School’s budget will be subject to prior District approval; such approval not to be unreasonably withheld.

8.13 **Accounting system.** The District must pre-approve any financial accounting system chosen by the School, and the School must use the District-mandated account codes as dictated by CDE. The School shall comply with other reasonable procedures established from time to time by the CFO or by the District’s Financial Services Department.

8.14 **Building corporation.** Should the School create a building corporation for the purpose of issuing debt and purchasing a facility to lease to the School, the School must use the financial reporting method for the building corporation required by the District.
9. **PERSONNEL**

9.1 **Employee status.** All employees hired by the School will be employees of the School and not the District and will be employees at will. All employee discipline decisions will be made by the School. The District will have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School’s charter application. The Handbook may be amended or revised at the discretion of the School.

9.2 **District teachers.** Current teachers of the District who are selected for employment by the School are eligible for a one-year leave of absence from employment with the District, consistent with state law, and may be eligible for two additional one-year leaves of absence upon mutual agreement of the teacher and the District, and subject to all District Policies related to leaves of absence and subject to state law. The status of any teacher in the District employed by the School will not be affected by such employment; however, the teacher will not be eligible to move vertically on the District’s salary schedule. Upon returning to employment of the District, teachers in good standing will be provided a position with the District, although not necessarily in the same position or facility as he or she previously held subject, however, to all applicable District employment, compensation and personnel policies.
10. SERVICE CONTRACTS WITH DISTRICT

10.1 Direct costs. The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to 22-30.5-112(2)(a.9)(b.5), C.R.S. Such negotiations will be concluded by May 15 of the year preceding that to which the costs apply.

10.2 District services. Except as is set forth below and any subsequent written agreement between the School and the District, or as may be required by law, the School will not be entitled to the use of or access to District services, supplies, or facilities, including nursing services, and normal health-related and screening services. Such agreements by the District to provide services or support to the School will be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in writing. Such agreements will be signed by June 10 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

10.3 Special education services. The District will provide all special education-related services at the average per pupil cost of providing such services for the District, multiplied by the number of students enrolled at the School. If the School provides services directly to students, the cost will be reduced by the amount of direct School expenditures commensurate with other District schools, including salary, benefits, supplies and materials, and purchased services. All purchases related to special education must be preapproved by the Executive Director of Special Education. Such approval will not be unreasonably withheld.

10.4 Student information data processing system. The District will provide to the School the use of the District’s student information data processing system and assessment data warehouse program. The use of such system is essential to the transmission of data between the School and the District to fulfill District, state and federal reporting requirements. The School and the District agree to the following: (1) The School will use such system and will adhere to all security and system requirements, District directives, and timelines with respect to such use; (2) Accurate information will be provided by the School according to District-provided timelines to ensure state and federal reporting deadlines are met; (3) The School will install and maintain such equipment as is necessary to use such system and will pay to the District the District’s actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (EXHIBIT J).

10.5 Substitute Scheduling System. As requested by the School, the District may provide to the School the use of the District’s Substitute Scheduling System. The School will pay to the District the District’s actual costs required to add the School to the system as outlined in the attached Additional Services Agreement (EXHIBIT J). The School will agree to pay the substitute rates as set annually in EXHIBIT J. Such rates will include a flat rate to cover worker’s compensation costs.
10.6 Personnel services. The School shall be responsible for payment of all unemployment insurance charges incurred on behalf of School staff. School staff will be responsible for payment of their own fees for such services as fingerprinting and background checks.

10.7 Additional Services. The School may, at its own cost, subscribe to additional services or licenses with the District including, but not limited to, the services/licenses and costs as outlined in EXHIBIT J. Except as outlined elsewhere in this Contract, the School is not obligated to subscribe to any additional services from the District, and the District is not obligated to renew its offering of such services or licenses each year. Service rates may be renegotiated or adjusted each year, regardless of the term of this Contract. Any additional services not outlined in this Contract or the attached EXHIBIT J must be negotiated under a separate services agreement.
11. FACILITIES

11.1 Location. The School shall be responsible for securing adequate facilities within the boundaries of the District for the operation of its program; and all such facilities shall be in a single location and will be leased, purchased, maintained, and operated at the School’s expense. Approval of the District’s Board shall be required for the School to open additional locations. Any such facilities must meet all applicable standards and requirements of state and federal law for school facilities including, but not limited to, the Americans with Disabilities Act. The School may open one or more preschool programs at the same or other locations as its regular program.

11.2 Use of District facilities. The School may not use District facilities for activities and events without prior written consent from the District.

11.3 Impracticability of use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct, renovate or upgrade a facility cannot be secured, the District will not be obligated to provide an alternative facility for use by the School to operate the School.

11.4 Long-range facility needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School. The District and School will follow the procedures as outlined in §22-30.5-404 and 405, C.R.S.
12. CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

12.1 Renewal

a. Timeline and process. The School will submit its renewal application by December 1 of the year before the School’s Charter expires. The Board of Education will act on the renewal application, by resolution, no later than February 1 of the school year before the School’s Charter expires. If the Board of Education decides not to renew the Charter, it will detail the reasons in its resolution.

b. Application contents. In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District’s accreditation indicators. The format of the renewal application is provided in District policy LBD*-R – Relations with District Charter Schools (Procedures for Establishment, Review, Renewal, Revocation and Closure).

c. Criteria for renewal or non-renewal. The School may be non-renewed for any of the grounds listed in 22-30.5-110 (3), C.R.S., or a material breach of this Contract. The District will annually provide feedback about the School’s progress toward meeting District accreditation requirements and other goals and objectives included in this Contract.

12.2 Termination and appeal. The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law, 22-30.5-110 (3), C.R.S., as they exist now or may be amended or material breach of this contract. The District will provide the School written notice of the grounds for termination and of the requirements for a plan to cure, and will give the School 30 days to remedy the breach or reach agreement with the District on a plan to cure. If the breach is not corrected within the time period specified by the District in the notice of the breach, then the District may terminate this Contract and revoke the Charter. Termination will not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies (see Section 3.4, Page 12) for breach of this Contract, including, but not limited to, revocation of waiver(s) and withholding of funds.

12.3 School-initiated closure. Should the School choose to terminate this Contract, it may do so in consultation with the District at the close of any School year and upon written notice to the District given at least sixty calendar days before the end of the School year. Should the School choose to close the School or a section of the School prior to the end of the school year, the disbursement of District PPR funding as described in Section 8.1 (Page 27) will be reduced by adjusting from the date of conclusion of services to the end of the school year.
12.4 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, it is agreed that the District will supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School’s operations as a District facility until the end of the School year. The District’s authority hereunder will include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.5 below, and 2) reassignment of students to different Schools. School personnel and its charter School governing board will cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District’s request and counseling with students to facilitate appropriate reassignment.

12.5 Return of property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District including, but not limited to, real property, will be returned to and will remain the property of the District. Notwithstanding the above, the District will not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.
13. GENERAL PROVISIONS

13.1 Order of precedence. In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, Policies and Regulations unless waived, or other requirements, it is agreed that the Contract will control, followed by Policies and Regulations, followed by the Application and other organizing documents of the School, including articles of incorporation, bylaws and School policies.

13.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Board as described in Section 3.3 (Page 12) and the School's governing body and executed by authorized representatives of the parties.

13.3 Merger. This Contract contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

13.4 Non-assignment. Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned or delayed.

13.5 Governing law and enforceability. This Contract will be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

13.6 No third-party beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the District. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

13.7 No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

13.8 Notice. Any notice required, or permitted, under this Contract, will be in writing and will be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three (3) Days after mailing when sent by certified mail, postage prepaid, to the Administrator for notice to the School, or to the designated
District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

13.9 **Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.
IN WITNESS WHEREOF, the parties have executed this Contract by June 26, 2019.

ST. VRAIN COMMUNITY MONTESSEORI SCHOOL
1055 DELAWARE AVENUE
LONGMONT, CO 80501

By
Jennifer Kemp, President
Board of Directors

ATTEST:

Brian Harper, Vice President/Treasurer

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
395 S. Pratt Parkway
Longmont CO 80501
303-682-7203
(fax) 303-682-7343

By
Joie Siegrist, President
Board of Education

ATTEST:

John Ahrens, Secretary
Board of Education
### EXHIBIT A

#### WAIVERS

**Waivers from Colorado Revised Statutes and/or Rule/Regulations Automatic Waiver List as of 6/2/2017**

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EXHIBIT A

STATUTORY WAIVERS – Additional Waivers

22-7-1014(2)(a) C.R.S., Use of School Readiness Assessments
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22-63-201, C.R.S. Teacher employment, compensation and dismissal act of 1990; Employment - License Required - Exception
22-63-202, C.R.S. Teacher employment, compensation and dismissal act of 1990; Contract in writing - duration - damage provision
22-63-203, C.R.S. Teacher employment, compensation and dismissal act of 1990; Probationary teacher - renewal and nonrenewal of employment contract
22-63-204, C.R.S. Teacher employment, compensation and dismissal act of 1990; receiving money from sale of goods - interest prohibited
22-63-206, C.R.S. Teacher employment, compensation and dismissal act of 1990; transfer of teachers - compensation
22-32-109.7 C.R.S Board duties – selection of personnel
22-32-109(1)(b), C.R.S Board duties – purchase of goods and service
22-32-109(1)(cc), C.R.S Board duties – dress code for staff
22-32-109(1)(n)(I), C.R.S Board duties – length of school year
22-32-109(1)(n)(II)(A), C.R.S Board duties – hours of instruction
22-32-109(1)(n)(II)(B), C.R.S. Adopt district calendar
22-32-110(1)(y), C.R.S Board powers – accept gifts, donations, or grants
22-32-119, C.R.S Kindergarten
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22-33-106, C.R.S. Grounds for suspension, expulsion, and denial of admission
22-60.5-301, C.R.S Licenses and standards for principals
22-63-103(10), C.R.S Teacher employment – substitutes

Requested State Statute Non-Automatic Waivers

Pursuant to the Charter Schools Act, the St. Vrain Community Montessori School (SVCMS) requests waivers of certain Colorado Revised Statues listed below. Each statute is identified and the reason for each request given as well as a replacement plan. The waivers will enable the SCVMS to better meet its mission, goals and objectives, and implement its education program.
Rationale: St. Vrain Community Montessori Charter School will not be required to report their teacher evaluations ratings as part of the commissioner’s report as required by C.R.S. 22-2-112(l)(q)(I) and C.R.S. 22-9-106. In order for the school to function according to its unique needs and design, the Head of School and Board of Directors must develop and adopt its own system of evaluation. Should the Head of School not had a Type D Certificate; this should not preclude him or her from administering the evaluation.

Replacement Plan: St. Vrain Community Montessori School has a Montessori model will not be required to report their teacher evaluation data; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Teachers will be evaluated annually using a Montessori appraisal instrument previously approved by the Head of School and Board of Directors. The quality standards of the formal evaluation will be clear and relevant to the Head of School’s and Teacher’s role and responsibilities and it will incorporate and evaluative component that is based on improving student academic growth as measure by assessment data. The administrator conducting the evaluation will be trained in use of the tool and may or may not hold a Type D Certificate. The school will utilize the results of teacher evaluations to inform HR planning and resource allocation for professional development. Teacher evaluations will meet the intent of and comply with SB-10-191 and be held accountable to the Head of School.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the School as set forth in the Charter Contract.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, it will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.
Rationale: St. Vrain Community Montessori Charter School should be granted the authority to implement relevant curriculum and assessments that meet or exceed criteria for "determining the instruction and interventions students need to improve their readiness to succeed in school" [C.R.S. 22-7-1014(2)(a)]. Assessment in the domains of physical well-being, motor development, social and emotional development, language and comprehension development, and cognition and general knowledge begin during admission to kindergarten and are administered within the first 60 days of school and repeated, as necessary, throughout the school year.

The data will be collated into a spreadsheet that lists the student, a score for each assessment, a total score for each category addressed in C.R.S. 22-7-1014(2)(a), and any other pertinent information, such as whether the student has an I.E.P., READ plan, E.L.A. plan, or MTSS plan that impacts performance in any category. We will submit this data upon request to our Authorizer for further reporting to CDE.

Assessments used to measure readiness will be valid and administered within the first 60 days of school. The data collected is provided to the Authorizer for school readiness reporting. Data will also be used to develop Individual Readiness Plans for all students.

Replacement Plan: St. Vrain Community Montessori School has a Montessori curriculum aligned to the Common Core State Standards as evidenced in its charter agreement. Its comprehensive curriculum addresses:

Physical well-being and motor development:
- Upon admission to SVCMS, parents are asked to complete a get to know your child survey regarding the child's physical well-being, allergies, medications, and motor development. Parents are invited to share any information regarding delays or difficulties in the child's development, severe illness, or trauma. Remediation plans are created when the child starts kindergarten, including any transferrable IEPs for speech or any other area in need of development. Pertinent data from the student's cumulative file is housed in Alpine Achievement, so it can be accessed by authorized persons who work with the child.
- Students participate daily in physical activities with a teacher that meet or exceed state standards. Students are assessed regularly on gross motor development. Additionally, students participate frequently in other physical activities in the classroom so that classroom teachers can assess gross motor development. Performance and observation assessment data is entered into Electronic Record Keeping, our Montessori-specific, standards-aligned data warehouse.
- Students participate daily in the Montessori Practical Life curriculum that addresses fine motor development through transferring liquid and solid objects with tongs and basters, pouring, tweezing, pin works, eye dropper works, polishing crystal, hammer/nail work, tool work, table and mirror cleaning, stringing beads, flower arranging, tying, lacing, zipping,
buttoning, hooking, and snapping works. Progress is monitored by weekly observation and entered onto teacher checklists and then into Electronic Record Keeping.

- Students participate in art education that meets or exceeds state standards. Art may include drawing, painting, sculpting, sewing, measuring, and creating with yarn, paper mache, and other seasonal items. Data from observations and performance assessments are entered into teacher checklists and summaries are entered into Electronic Record Keeping.
- If assessments reveal that children are in need of assistance with gross or fine motor development, they can receive interventions. The school creates and implements a plan in cooperation with parents to ensure student success.

Social-emotional development (based on State Standards)

- The Montessori curriculum is a whole-child approach to education, and social and emotional development is high priorities. As such, teachers observe children's social and emotional development per criteria articulated Montessori SEL screeners, which are developmentally appropriate and aligned to state standards: social development, critical thinking, problem solving, work habits, and being accountable for work are areas of observation.
- The Montessori approach to education emphasizes and nurtures the child's ability to become self-regulating through the philosophy of freedom with responsibility.
- Children continuously increase and strengthen executive functions that help them pay attention, remember directions, and control their behavior. They are also responsible for choosing which lessons they will work on daily.
- St. Vrain Community Montessori peace, health, and safety lessons explicitly teach children how to follow rules for safety and how to nurture harmonious relationships, including managing emotions, and problem solving. The school also implements Positive Behavior Support best practices that encourage positive peer relationships.
- Children who are observed to have social/emotional concerns beyond those that are intermittent and naturally occurring in normal growth and development are referred to Child Study, evaluated, and are able to receive further evaluation, as indicated by initial evaluations. Once an intervention plan is created, it is monitored frequently by all parties and adjusted as necessary to meet the child's needs.

Language and comprehension development (based on State Standards)

- Students receive 60-90 minutes of daily instruction using the Montessori curriculum. Montessori offers a comprehensive program for reading, writing, listening, and speaking that build phonemic awareness, phonological skills, decoding, encoding, vocabulary, comprehension, grammar, and writing.
- The school administers DIBELS three times a year. Any student who does not meet a benchmark is referred for interventions, to be carried out in the classroom in accordance with the READ Act. If the student is substantially below benchmark, s/he is placed on a READ plan. Diagnostic testing is conducted to identify areas in need of further development or remediation.
- Students on a READ plan and others for whom reading is a struggle are assisted in receiving summer instruction through a Summer Reading Program at the school or within the School District.
Second language learners are able to receive intervention services from the ELL teacher, as determined by WIDA and ACCESS testing, and are also given the opportunity for extended summer learning through Summer Programs, as needed.

In the case of reporting on school readiness, standardized assessments such as ACCESS and DIBELS to produce a clear view of the child's needs and strengths.

Cognition and general knowledge (based on State Standards)

- Students receive Montessori math instruction aligned to the Colorado State Standards in the following areas: numbers; decimal system; place value; addition, subtraction, multiplication, division; linear counting; bead stairs, ten boards, teen boards, skip counting by 2, 5, etc., facts and tables; snake game, strip boards; hierarchies, money, time, and geometry.
- Children are observed and monitored daily and data on their progress is entered into Electronic Record Keeping on a weekly basis. Children who need extra instructional time are able to work with the teacher and classroom assistant in a small group or 1:1 basis.
- Science-students learn about various topics, including: Physical Science; states of matter, water, light, air, sound, magnetism, friction, heat, weight, electricity, weather, and rocks; Zoology; living vs. nonliving, vertebrates, invertebrates, external parts of vertebrates; fish, amphibians, reptiles, birds, and mammals, evolution of man, study of the human body, and practicing self care: Botany; trees, shrubs, flowers, plants, leaves: Universe; solar system, stars, asteroids, galaxies: Geology; formation of the Earth. Children are regularly assessed to monitor progress.
- History and Geography are taught through the Montessori, standards aligned curriculum including: the study of time, cultures, historical time lines; Geography works include globes, land forms (lake, gulf, strait, bay, archipelago), North America, South America, Europe, Asia, Africa, and Oceana and their associated cultures and flags.
- Assessment information is gathered from curriculum-based assessments and teacher observations and housed in Electronic Record Keeping.

Any student not making adequate growth in any of the above areas is able to work in small groups or one on one with the classroom teachers and/or assistants. One of the great strengths of the Montessori approach is that small group and individual instruction is the norm, not the exception. Therefore, we are able to identify performance discrepancies very early in the instructional process. Data-driven MTSS plans are created and documentation attached, including formal assessments, informal assessments, and developmental checklists. Information is housed in both Electronic Record Keeping and Alpine Achievement (internet-based achievement data management system) and can be merged into a spreadsheet for reporting purposes. The system allows users to compile data from multiple sources to generate summary reports and allows seamless distribution to anyone working with the child.

If students do not respond to instruction by demonstrating adequate growth, they can be referred for further assessment as the team works through the MTSS process.

Methods and assessments used are clear, relevant, and have the goal of improving student academic growth, and meet the intent of the quality standards established in State Statute 22-7-1014(2)(a).
Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the School as set forth in the Charter Contract.

Expected Outcomes: St. Vrain Community Montessori School expects that as a result of this waiver, it will be able to continue to provide appropriate assessments and support that ensure student success in higher levels of learning in all academic content areas.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Management of student conduct.</td>
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</tbody>
</table>

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own conduct and discipline policies, rules, and regulations.

Replacement Plan: The SVCMS Board adopts policies and the Head of School will prescribe rules and regulations for the code of conduct and discipline of the school with input from faculty and staff.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: SVCMS will maintain a safe environment with high expectations for responsible and compassionate behavior.

Expected Outcome: SVCMS expects that, as a result of these waivers, it will be able to develop and implement a code of conduct policy consistent with the school’s philosophy and approach to Montessori education.

<table>
<thead>
<tr>
<th>C.R.S. § 22-32-109(1)(b) C.R.S Board duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of goods and services</td>
</tr>
</tbody>
</table>
**Rationale:** SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient administration of competitive bidding and purchasing of goods and services for the School.

**Replacement Plan:** SVCMS will develop and adopt policies, rules, and regulations to establish and maintain efficient and effective systems for the purchasing of goods and services for the school.

**Duration of the Waivers:** St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

**Financial Impact:** St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver is that the School will establish and maintain an efficient and effective system for the competitive purchase of goods and services.

**Expected Outcome:** SVCMS expects that, as a result of this waiver, it will be able to establish and maintain purchasing procedures in accordance with the school's policies and regulations.

| C.R.S. § 22-32-109.7 Board duties - selection of personnel |
|---|---|
| Specifies duties of local boards with regard to background checks of employees and contacts with previous employers. |

**Rationale:** SVCMS is responsible for the hiring and management of its employees and will conduct background and reference checks according to the school's personnel policies and procedures.

**Replacement Plan:** The SVCMS Board will adopt policies, and the Head of School will prescribe rules and regulations for operation of the school.

**Duration of the Waivers:** St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

**Financial Impact:** St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St. Vrain Community Montessori School.

**How the Impact of the Waivers will be evaluated:** The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the Charter Contract.

**Expected Outcome:** SVCMS expects that, as a result of these waivers, it will be able to select and employ its own teachers and staff in accordance with the terms and conditions of its own
policies and regulations, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter Contract.

<table>
<thead>
<tr>
<th>C.R.S. § 22-32-109(1)(cc) Board duties - dress code for staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt dress code for staff</td>
</tr>
</tbody>
</table>

**Rationale:** SVCMS will operate independently from other schools in the District and should be delegated the authority to develop, adopt, and implement its own dress code for staff.

**Replacement Plan:** The SVCMS Board adopts dress code policies, and the Head of School prescribes rules and regulations for implementation of those policies.

**Duration of the Waivers:** St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

**Financial Impact:** St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver is that SVCMS will establish and maintain the dress code policies for its staff.

**Expected Outcome:** SVCMS expects that, as a result of these waivers, it will be able to establish and maintain dress code policies in accordance with the school’s policies and regulations.

<table>
<thead>
<tr>
<th>C.R.S. § 22-32-109(1)(n)(l) Length of School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board’s duty to prescribe length of school year and hours of teacher-pupil instruction and to adopt a calendar.</td>
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<tr>
<th>C.R.S. § 22-32-109(1)(n)(ll) (A) Determine Contact Hours and</th>
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<tr>
<th>C.R.S. § 22-32-109(1)(n)(ll) (B) Adoption of District Calendar</th>
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</thead>
<tbody>
<tr>
<td>Establishing a school calendar for the district</td>
</tr>
</tbody>
</table>
Rationale: The school will prescribe the actual details of its own school calendar and hours of teacher-pupil contact. The total number of student hours in school will equal or exceed those of the District and comply with state requirements.

Replacement Plan: A finalized calendar and length of school day of SVCMS will be officially adopted each year by the Board of SVCMS. The School’s proposed annual calendar and daily schedule will meet or exceed the minimum number of contact hours required by state statute.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to SVCMS as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, SVCMS will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program.

<table>
<thead>
<tr>
<th>C.R.S. § 22-32-110(1)(y)</th>
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<tbody>
<tr>
<td>Board duties: accept gifts, donations, or grants</td>
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</tbody>
</table>

Rationale: SVCMS operates independently from other schools in the District and should be delegated the authority to develop, adopt policies and rules and regulations for the efficient acceptance of gifts, donations, and grants for the School.

Replacement Plan: SVCMS will establish and maintain effective and efficient systems for accepting gifts, donations, and grants.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or only a positive financial impact upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver is that the School will establish and maintain an efficient and effective system for accepting gifts, donations, and grants.
Expected Outcome: SVCMS expects that, as a result of this waiver, it will be able to accept gifts, donations, or grants using procedures in accordance with the school's policies and regulations.

Rationale: SVCMS will operate its own Kindergarten program in accordance with the Charter Contract. SVCMS should be authorized to develop, adopt, and implement the training, study, discipline, and rules and regulations governing its Kindergarten program, subject to the limitations in the charter and contract.

Replacement Plan: SVCMS will be responsible for maintaining and operating a Kindergarten program that is separate from the programmatic design of the district Kindergarten program. The Head of School will determine the courses of training, study, discipline, and rules and regulations governing such Kindergarten programs that meets or exceeds state requirements. SVCMS will not charge tuition to attend any portion of the program, except as provide pursuant to section 22.32.115 (2)(b)(I), and shall not charge the parent fees for the child to attend the program other than fees that are routinely charged to parents of students enrolled in other grades and are applicable to the Kindergarten education program.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Contract.

Expected Outcome: SVCMS expects that as a result of this waiver it will be able to operate its Kindergarten program to the benefit of the students, teachers, and community.

Rationale: SVCMS will adopt a lunch program policy on an annual basis to determine services provided and vendor decisions.
Replacement Plan: When providing the services through a separate contract, SVCMS may decide all parameters of that service. SVCMS retains the right, as stated in its charter, to not offer meals or beverages.

If a lunch program is offered by SVCMS that is not part of the District program, SVCMS shall provide, at its cost, free and reduced priced meals to needy students in accordance with Board policies and regulations and applicable federal and state laws.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same criteria and assessments that apply to the School.

Expected Outcome: As a result of this waiver, the School will be able to provide lunch services to the benefit of its students

<table>
<thead>
<tr>
<th>C.R.S. § 22-33-106 Grounds for Expulsion, expulsion, or denial of admission.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing of grounds school districts may use for expulsion, expulsion, or denial of admission.</td>
</tr>
</tbody>
</table>

Rationale: SVCMS should be delegated the authority to implement suspension or dismissal as otherwise called for in its policies, consistent with applicable laws. The school will follow due process, as required by law and the procedure for which is outlined in the Charter Contract. Further, the school may only suspend or dismiss, subject to the approval of the Authorizer. Dismissal from the school does not imply expulsion, since the power to expel resides with the Authorizer.

Replacement Plan: SVCMS will develop policy and implement procedures regarding suspension or dismissal as stated in the Charter Contract.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.
How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the effectiveness and fairness of the Code of Conduct and discipline policies at the School.

<table>
<thead>
<tr>
<th>C.R.S. § 22-60.5-301 Principals Licenses</th>
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</table>

Rationale: The unique curriculum and methods required to supervise and manage the St. Vrain Community Montessori School could limit the pool of potential candidates for the Head of School position if potential candidates must also be state licensed and/or certified.

Replacement Plan: The SVCMS Board will hire a Head of School who will further the mission, goals and objectives of the School. The Head of School will not function as a traditional school district principal but rather will be responsible for a wider range of tasks. The School seeks to attract a Head of School from a wide variety of backgrounds, including but not limited to, teachers and persons with Montessori school administration or other professional experience. All SVCMS staff will be employed on an at-will basis.

Duration of the Waiver: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers will be evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, the School will be able to employ professional staff who possess the unique skills and/or background to fill its staff needs in accordance with the terms and conditions set by the charter and contract. This will benefit its staff and students.
**Rationale:** Developing and maintaining a qualified pool of substitute teachers can be challenging for a Montessori charter school since the expectations vary from those of traditional public schools.

**Replacement Plan:** The Head of School shall have the authority to select part-time and substitute teachers that meet the specific needs of a Montessori curriculum.

**Duration of the Waiver:** St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

**Financial Impact:** St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

**How the Impact of the Waivers will be evaluated:** The impact of the waiver will be measured by the same performance criteria and assessments that apply to the School, as set forth in the Charter Contract.

**Expected Outcome:** As a result of this waiver, the School will be able to employ part-time and substitute teachers possessing unique skills and/or backgrounds particularly suited to the Montessori curriculum.

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**C.R.S. § 22-63-103 (10) Teacher Employment, Compensation, and Dismissal –Definitions – Substitute Teacher**

This section describes a substitute teacher and the qualifications of such.

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**Rationale:** Because SVCMS has a unique program, it is essential that the school be granted the latitude to raise money through grants and fundraising and to spend such funds to accomplish its educational objectives. SVCMS staff needs to be allowed to accept pay for sale of goods to accomplish educational objectives.

**Replacement Plan:** The SVCMS Board will establish policy for receiving gifts, donations, and grants and will monitor expenditures against instructional objectives.

**Duration of the Waivers:** St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

**Financial Impact:** St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or only a positive financial impact upon St Vrain Community Montessori School.

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**C.R.S. § 22-63-204 Sale of Goods**

Receiving moneys from the sale of goods
How the Impact of the Waivers will be evaluated: The impact of the waivers will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Contract.

Expected Outcome: As a result of the waiver, the SVCMS Board will have the latitude to expend funds as needed and will be able to act more quickly while maintaining accountability.

<table>
<thead>
<tr>
<th>C.R.S. § 22-63-201</th>
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<tbody>
<tr>
<td>Prohibits board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.</td>
</tr>
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</table>

Rationale: St. Vrain Community Montessori School must be granted the authority to hire teachers and principals that will support the school’s goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school’s chief executive officer.

Replacement Plan: St. Vrain Community Montessori School will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All Core Teachers will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement as this is a federal requirement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

Duration of Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waivers Will be Evaluated: The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school’s design, which is vital to the success of its program.
C.R.S. § 22-63-202

Requires a written employment contract with teachers, including a damages provision. Provides for the temporary suspension of employment and cancellation of contract.

C.R.S. § 22-63-203

This section establishes specific requirements for the employment of probationary teachers and their renewal or not, of their contracts.

C.R.S. § 22-63-206 Teacher Employment – Transfer & Compensation

Permits transfer of teachers between schools upon recommendation of the District’s chief administrative officer.

Rationale: The Charter Schools Act allows a charter school to be responsible for its own personnel matters. This includes authority to develop its own employment agreements and terms and conditions of employment. The school has a unique curriculum and will, therefore, need uniquely trained staff. It will develop its own employment requirements, compensation and retention guidelines.

Replacement Plan: SVCMS will make staff assignments based on its needs and educational goals. No staff will be assigned to positions for which they are not qualified. The School will hire best qualified lead teachers who possess Montessori credentials and higher education degrees. Employees of the School are Employees At-Will. Therefore, there is no probationary status. Written Offers of Employment or Offers of Continuation are provided to all employees. Teachers from the District may not be transferred to the School, though nothing precludes them from applying for employment with or being hired by the school. A grievance procedure is provided to all staff upon hire by the school.

Duration of the Waivers: St. Vrain Community Montessori School requests that the waiver be for the duration of its contract with the St. Vrain Valley School District; the waiver is requested for the term of the contract.

Financial Impact: St. Vrain Community Montessori School anticipates that the requested waiver will have no financial impact upon the St. Vrain Valley School District or upon St Vrain Community Montessori School.

How the Impact of the Waiver will be evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to SVCMS as set forth the Charter Contract.

Expected Outcome: SVCMS expects that as a result of this waiver it will be able to manage its own personnel affairs.
**EXHIBIT B**

**DISTRICT POLICY EXEMPTIONS/WAIVERS**

Exemptions Requested from SVVSD Policies

The following automatic exemptions are granted for the duration of this Contract beginning July 1, 2019 and through June 30, 2022.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>EBCE</td>
<td>School Closings and Cancellations</td>
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<tr>
<td>EEA</td>
<td>Student Transportation</td>
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<td>EEA</td>
<td>Walkers and Riders</td>
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<td>EEAC</td>
<td>Bus Scheduling and Routing</td>
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<td>EEAE</td>
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<td>EEAEA</td>
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<td>EEAEAA*</td>
<td>Drug and Alcohol Testing for CDL Drivers</td>
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<tr>
<td>EEAEAA*-R</td>
<td>Drug and Alcohol Testing for CDL Drivers – Regulation</td>
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<td>EEAEF*</td>
<td>Video Cameras on Transportation Vehicles</td>
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<tr>
<td>EEAEFG*</td>
<td>Use of Wireless Communication Devices by School Transportation Vehicle Operators</td>
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<td>EF</td>
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<td>FA</td>
<td>Facilities Development Goals/Priority Objectives</td>
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<tr>
<td>FA-R</td>
<td>Facilities Development Goals/Priority Objectives – Regulation</td>
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<td>FBC*</td>
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<td>FC</td>
<td>School Capacity Mitigation</td>
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<td>FDB</td>
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<tr>
<td>FDB-R</td>
<td>Voluntary Capital Mitigation – Regulation</td>
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<td>FEB</td>
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<tr>
<td>FEB-R</td>
<td>Architect/Engineer/Project Manager/Construction Manager – Regulation</td>
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<td>GBEBC</td>
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<td>GBGB</td>
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<tr>
<td>Code</td>
<td>Description</td>
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<td>GBGC</td>
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<td>GBGF</td>
<td>Federally-Mandated Family and Medical Leave</td>
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<tr>
<td>GBGF-R</td>
<td>Federally-Mandated Family and Medical Leave – Regulation</td>
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<td>GBGI</td>
<td>Staff Military Leave</td>
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St. Vrain Community Montessori School
The following non-automatic exemptions are requested from SVVSD policies for the duration of the Contract, beginning July 1, 2019 and through June 30, 2022. Replacement policies are available on the School’s website.

Section A: District Foundations

AC  Nondiscrimination/Equal Opportunity
AC-E-1 Nondiscrimination/Equal Opportunity (Sample Notice)
AC-E-2 Nondiscrimination/Equal Opportunity (Complaint Form)
AC-R Nondiscrimination/Equal Opportunity (Complaint and Compliance Process)
ACE Nondiscrimination on the Basis of Disability
AD  School District Mission/ Educational Philosophy
ADC Tobacco-Free Schools
ADD  Safe Schools
ADD-R District Safety/Security Committees
ADF  School Wellness
AE  Accountability/Commitment to Accomplishment
AED* Accreditation
AEE* Waiver of State Law and Regulation

Section B: School Board Governance and Operations

BBA  School Board Powers and Responsibilities
BBBA Board Member Qualifications
BBBE Unexpired Term Fulfillment/Vacancies
BBBG Board Elections
BC  School Board Member Conduct
BC-R School Board Member Financial Disclosure
BC-E-1 Code of Ethics for School Board Members
BC-E-2 Board Member Code of Ethics
BCAA Gifting, Awards, Honorariums and Sponsorships
BCAA-E Gifting, Awards, Honorariums and Sponsorships Guidelines
BCB School Board Member Conflict of Interest
BDA  Board Organizational Meeting
BDB  Board Officers
BDF  Advisory Committees
BDFA District Personnel Performance Evaluation Council
BDFB Career and Technical Advisory Committees Council (Career and Technical Program)
BDFC Preschool Council
BDG Legal Claims and Charges
BE  School Board Meetings

St. Vrain Community Montessori School
Section C: General School Administration

CBA/CBC Qualifications, Powers and Responsibilities of Superintendent
CBB Recruitment of Superintendent
CBD Superintendent’s Contract
CBF Superintendent’s Conduct
CBI Evaluation of Superintendent
CC Administrative Organization
CC-E Organizational Chart
CCB Line and Staff Relations
CHD Administration in the Absence of Policy
CI Temporary Administrative Assignments

Section D: Fiscal Management

DA Fiscal Management Goals/Priority Objectives
DB Annual Budget
DBD Determination of Budget Priorities
DBG Budget Adoption
DBK Fiscal Emergencies
DEA Funds from Local Tax Sources
DFA/DFAA Revenues from Investments/Use of Surplus Funds
DG Banking Services
DGA/DGB Authorized Signatures/Check-Writing Services
DH Bonded Employees and Officers
DI Governmental Accounting Standards Board (GASB) 54 Compliance
DIE Audits/Financial Monitoring
DJ/DJA Purchasing Authorization
Section E: Support Services

EBAB  Hazardous Materials
EBAB-R Hazardous Materials
EBBA  Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBA-R Prevention of Disease/Infection Transmission (Handling Body Fluids and Substances)
EBBB  Accident Reports
EBCB  Safety Drills and Exercises
EBCB-R Safety Drills
EBCB-E Record of Fire Evacuation Drill (Fire Code Section 405.5)
ECA/ECAB Security/Access to Buildings
ECAC  Vandalism
EEAF A Extracurricular Activity Buses/Field Trips/Special Events Transportation
EEAF A-R Extracurricular Activity Buses/Field Trips/Special Events Transportation
EEAG  Student Transportation in Private Vehicles
EEAG-R Student Transportation in Private Vehicles
EEAG-E Form for Drivers of Private Vehicles
EEBA  School Transportation Vehicles (Use of Safety Belts)
EEBAA Use of Wireless Communication Devices by Employees Driving District-Owned Vehicles
EFC  Free and Reduced-Price Food Services
EF EA* Nutritious Food Choices
EGAD  Copyright Compliance
EGAEA Electronic Communication
EHB  Records Retention
EI  Insurance Program/Risk Management
EI D* Compliance with the Health Insurance Portability and Accountability Act
EIE* Compliance with the Affordable Care Act
EJ  Service Animals
EJ-R Service Animals
EJ-E-1 Appendix A - Request to be Accompanied by Service Animal/Miniature Horse (Annual Request Required)
Section F: Facilities

FEG Construction Contracts Bidding and Awards
FEGB Contractor's Affidavits and Guarantees

Section G: Personnel

GBA Open Hiring/Equal Employment Opportunity
GBAA Sexual Harassment
GBEA Staff Ethics/Conflict of Interest
GBEA-E Staff Ethics/Conflict of Interest
GBEB Staff Conduct (And Responsibilities)
GBEC Alcohol and Drug-Free Workplace
GBEC-E Employee Acknowledgement Form, Alcohol and Drug-Free Workplace

GBEE* Staff Responsible Use of the Internet and Electronic Communications
GBEE*-R Staff Responsible Use of the Internet and Electronic Communications Guidelines
GBEE*-E-1 Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEE*-E-2 Non-Staff Responsible Use of the Internet and Electronic Communications Agreement
GBEF Weapons in the Workplace
GBG Liability of School Personnel/Staff Protection
GBGA Staff Health (And Physical and Mental Health Examination Requirements)
GBGA-R Staff Health (Staff Members with Blood Borne Pathogens/Communicable Diseases)
GCRC Outside Employment Activities

Section I: Instruction

IHA Basic Educational Program
IKF Graduation Requirements
ILBC Early Literacy and Reading Comprehension (Colorado READ Act)
ILBC-R Early Literacy and Reading Comprehension (Procedures to Implement Colorado READ Act)

Section J: Students

JB Equal Educational Opportunities
JBB* Sexual Harassment
JEAA Compulsory Attendance Ages
JEB Entrance Age Requirements
JF Admissions and Denial of Admissions
JFBA Open Enrollment
JFBA-R Open Enrollment
JFBA-E-1 Open Enrollment/Nonresident Application Form (Spanish)
JFBA-E-2 Appeal Form for Open Enrollment/Nonresident Admission Denials (Spanish)
JHB Truancy
JHD-E Exclusions and Exemptions from School Attendance
JK-R Student Discipline (Remedial Discipline Plans)
JKA Use of Physical Intervention
JKA-R Use of Physical Intervention
JKD/JKE Suspension/Expulsion of Students
JKD/JKE-R Suspension/Expulsion of Students
JKD/JKE-E Grounds for Suspension/Expulsion
JKD/JKE-2 Suspension/Expulsion of Students with Disabilities
JKF Educational Alternatives for Expelled Students
JKF-R Educational Alternatives for Expelled Students
JKG Expulsion Prevention
JLA Student Insurance Programs
JLC Student Health Services and Requirements
JLC-R Student Health Services and Requirements (Special Health Problems)
JLCB Immunization of Students
JLCB-R Immunization of Students
JLCC Communicable/Infectious Diseases
JLCD Administering Medicines to Students
JLCD-R Administering Medicines to Students
JLDA Students with Food Allergies
JLCE First Aid and Emergency Medical Care
JLCE-R First Aid and Emergency Medical Care
JLDAC Screening/Testing of Student
JLF Reporting Child Abuse/Child Protection
JLF-E Report of Suspected Child Abuse or Neglect
JLF-R Reporting Child Abuse/Child Protection
JLIB Student Dismissal Precautions
JRA/JRC Student Records/Release of Information on Students
JRA/JRC-R Student Records/Release of Information on Students (Notification to Parents and Students of Rights Concerning Student Education Records)
JRCA* Sharing of Student Records/Information between School District and State Agencies
JS*  Student Responsible Use of the Internet and Electronic Communications
JS*-E  Student Responsible Use of Technology, Access and Digital Communication Expectations
JS*-R  Student Responsible Use of the Internet and Electronic Communications

Section K: School-Community-Home Relations

KB  Parent Engagement in Education
KBA  District Title I Parent Involvement
KBBA  Custodial and Noncustodial Parent Rights and Responsibilities
KBBA-R  Custodial and Noncustodial Parent Rights and Responsibilities
KBE  Relations with Parent Organizations
KBE-R  Organizational Options for Parent Organizations (POs)
KCB  Public Participation in Decision-Making
KCD  Public Gifts to Schools
KCD-E  St. Vrain Valley School District Gift Acceptance Form
KD  Public Information and Communications
KDB  Public's Right to Know/Freedom of Information
KDB-R  Public's Right to Know/Freedom of Information
KDE  Emergency Management (Safety, Readiness and Incident Management Planning)
KFA  Public Conduct on School Property
KG  Public-Private Enterprise Opportunities
KGA  School Foundations
KLG  Relations with State Agencies

Section L: Education Agency Relations

LC  Relations with Education Research Agencies
LDA  Student Teaching and Internships
LDA-R  Student Teaching and Internship
Exhibit C OUTREACH

SVCMS RECRUITING PLAN
TO ATTRACT A DIVERSE STUDENT POPULATION

Currently, SVCMS conducts NO OUTREACH activities.

The School has been operating over capacity for four years and it views outreach activities of any kind would be conducted in bad faith, given that it has limited capacity to offer space to new families such efforts might attract.

The school is working to expand capacity by building a new facility, which it hopes will be complete within the contract period. Once capacity is available, the school will resume outreach efforts. At that time, SVCMS will submit an appropriate plan to the School District.
EXHIBIT D

Enrollment Procedures

SVCMS-JF* Admission and Denial of Admission

According to the Colorado Revised Statutes 22-33-106 (2), subject to the district’s responsibilities under the Exceptional Children’s Educational Act (see policy JK*-2, Discipline of Students with Disabilities) and other laws pertaining to the education of students with disabilities, the following may be grounds for denial of admission to a public school or diversion to an appropriate alternate program:

1. Physical or mental disability such that the child cannot reasonably benefit from the programs available.
2. Physical or mental disability or disease causing the attendance of the child suffering therefrom to be inimical to the welfare of other students.

According to C.R.S. 22-33-106 (3)(a-f), the following may constitute additional grounds for denial of admission to a public school:

1. Graduating from the 12th grade of any school or receipt of any document evidencing completion of the equivalent of a secondary education.
2. Failure to meet age requirements.
3. Having been expelled from any school district during the preceding 12 months.
4. Not being a resident of the district unless otherwise entitled to attend under C.R.S. 22, Articles 23 (migrant children), 32 (exclusion of nonresidents) or 36 (schools of choice).
5. Failure to comply with the provisions of Part 9, Article 4, Title 25, C.R.S. (immunization requirements). Any denial of admission for such failure to comply shall not be recorded as a disciplinary action but may be recorded with the student’s immunization record with an appropriate explanation.
6. Behavior in another school district during the preceding 12 months that is detrimental to the welfare or safety of other pupils or of school personnel.

According to C.R.S. 22-33-106 (4)(a), a student who has been expelled shall be prohibited from enrolling or re-enrolling in the same school in which the victim of the offense or member of the victim’s immediate family is enrolled or employed when:

1. the expelled student was convicted of a crime, adjudicated a juvenile delinquent, received a deferred judgment or was placed in a diversion program as a result of committing the offense for which the student was expelled;
2. there is an identifiable victim of the expelled student’s offense; and
3. the offense for which the student was expelled does not constitute a crime against property.

If the district has no actual knowledge of the name of the victim, the expelled student shall be prohibited from enrolling or re-enrolling only upon request of the victim or a member of the victim’s immediate family.

Students in out-of-home placements

State law limits the grounds for denial of enrollment regarding students in out-of-home placements, as defined by C.R.S. 22-32-138 (1)(e).
SVCMS-JFA Admission of Students K-8

Informational Meetings
Parents who are interested in enrolling their students into SVCMS are strongly encouraged to attend an Informational Meetings. These meetings will be led by SVCMS Staff members and will provide an overview of Montessori education as it applies to child development, the content of the Montessori curriculum, and details about SVCMS and the enrollment process. Informational Workshops will be held in the November and January window, as necessary. Details on when and where the meetings will be held will be posted on the SVCMS website by November 1.

Enrollment Process
Parents seeking to enroll their child or children in the SVCMS K to 8th Grade program must complete and submit an “Intent to Enroll” Form, which is available on the SVCMS website (www.svcmontessori.org). The Intent to Enroll Form must be completed online during the Enrollment Registration Period, detailed below.

Enrollment Registration Dates:
First business day in December: Open enrollment begins for the following school year, waitlists initiated.

January 15th (or closest business day thereafter): Enrollment window #1 closes. Intent to Enroll forms received after 4:00 p.m. on this day fall into Enrollment window #2, which remains open until October 1st. Any available spaces will be filled on a first come, first serve basis.

First business day in February: Deadline to received notification of awarded positions or notification of waitlists position.

October Count Day: Enrollment ends; Waitlists purged.

Enrollment Priority:
Enrollment priority is given in the following order in each enrollment window when there are more students seeking positions at the school than there are available positions:

1. Currently enrolled returning K to 7th Grade SVCMS Students.
2. Children who attended preschool at St Vrain Community Montessori School for at least one year prior to entering Kindergarten, first come, first served.
3. Siblings of admitted SVCMS (K to 8th Grade) Students.*
4. Children of SVCMS staff, consideration may be given to FTE status.
5. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
6. Applicants for grades 2-8 who are transferring from a public Montessori School, first come first serve.
7. All District Residents, based on first come, first served.
8. All non-District Residents, based on first come, first served.

Any position offered based on an enrollment priority category must be accepted within 5 business days of offer of enrollment or priority enrollment status will be forfeited for the current year.

*Sibling priority is limited to: 1. Students within the elementary and/or middle school (K to 8th), and 2. Preschool children who have a sibling in the elementary and/or middle school. Sibling priority is not offered to elementary or middle school students based on an enrolled preschool sibling. If sibling priority is forfeited once, sibling priority will no longer be honored. Intent to Enroll forms must be received during Enrollment Window #1 (December 1st-January 15th, or closest business days thereafter) to receive sibling priority.
Students on the waitlist for the previous school year will NOT automatically be included in the enrollment process for the upcoming school year. Any students who are not currently enrolled and who wish to enroll for the upcoming school year must re-submit an “intent to Enroll” form in accordance with the schedule above. The parent/legal guardian of each child selected must give a verbal confirmation of intent to enroll within one (1) business day after notification. Parents/legal guardians must complete and return an SVCMS Enrollment Packet within five (5) business days of notification.

Any potential student who is offered a position and declines placement in the school will lose the offered position. Students may reapply for enrollment after refusing placement, but his or her name will be placed at the end of the compiled waitlist.

After October Count Day, new students will be enrolled at the school at the discretion of the Head of School on a space available basis for the ½ day Kindergarten, and 1st through 8th Grade classes. Tuition based preschool positions can be filled throughout the year, space permitting.

Transparency
If a parent of a currently enrolled student at SVCMS enrolls their student at another district school for the upcoming school year, the student’s returning student status may be forfeited.

Full-Day Kindergarten
Assuming the State of Colorado funds full-day kindergarten, the school will offer only full-day kindergarten.

Age Requirements
As SVCMS is a part of the St. Vrain Valley School District, the school will follow SVVSD guidelines for age requirements and enrollment. In order to enter Kindergarten, an applicant must be 5 years old by October 1st of the year of Kindergarten enrollment. To enter into 1st grade, an applicant must be 6 years old by October 1 of the year of first grade enrollment.

See - St. Vrain Valley School District Policy JEB – Entrance Age Requirements

Year Level Placement (Years 1-8)
Students enrolling from either a non-accredited private school or from a homeschool educational program will be assessed for year level placement.

If an accredited school is unable to produce student records verifying appropriate year level, prospective students will be place tested. Offers of admission will be contingent on results of readiness assessments.

Families of students seeking enrollment from the above-mentioned educational backgrounds will be contacted in the first part of the year to schedule readiness assessments, which will be administered by SVCMS Guides. Year level placement will be determined by the results of these assessments.

Admission of Students with Disabilities
In accordance with its operating agreement with SVVSD, in instances where a student has an existing Individual Education Plan (IEP), SVCMS’s acceptance of a student’s application for admission is contingent upon the determination by the IEP Team that the student can receive a Free Appropriate Public Education (FAPE) in the least restrictive environment at the School, with or without reasonable modification. If the determination is that the IEP cannot be fully implemented at the School and therefore a FAPE would not be available to be provided at the School, the student’s application for admission will
be denied and the student's current placement will remain as determined by the prior IEP Team meeting, unless changed at the School IEP Team meeting.

SVCMS-JFA-CH Admission of Students-Children's House

Applicants for preschool position in the Children's House must be at least 3 years upon enrollment. Applicants are strongly encouraged to be fully potty-trained, with the ability to go to the restroom independently, and must also be able to express their needs and ideas to adults, as well as take directions from adults.

If a child who turns 3 years old after October 1st submits an Intent to Enroll, a spot may be awarded. This will be considered a pre-3 year-old year for the student.

Families interested in enrolling their children into the SVCMS Children's House program are encouraged to familiarize themselves with the Montessori Method, and are strongly encouraged to attend an Informational Meeting. Interested families follow these steps to enroll their children at SVCMS.

1. Parents/legal guardians may submit an enrollment form on the SVCMS website. All Children's House applications will be time-stamped according to receipt by the SVCMS Registrar. A $50 Application Fee completes the application. If this fee presents a financial hardship, please contact the school at registrar@svcmontessori.org to request a fee reduction.

2. After receipt of a completed application, the school will contact the family to schedule a child visit. Alternatively the child being enrolled in the school may also participate in an informal group observation.

3. The child’s readiness to attend school will be taken into account when available positions are offered.

4. As positions become available in the Children’s House, applications will be considered in the following order:
   a. Students presently enrolled in SVCMS Children’s House. Parents must affirm their desire to re-enroll their student for the following school year by the date published.
   b. Siblings of children already enrolled in either SVCMS (K to 8th grade) or in the SVCMS Children's House. Any sibling offered a position in the Children’s House program must enroll or forfeit their position within five (5) business days for the school year offered. If a sibling position is forfeited, a student may re-enroll under the general enrollment process. Preschool Applications must be received during Enrollment Window #1 (December 1st-January 15th, or closest business days thereafter) to receive sibling priority.
   c. Children of SVCMS staff, consideration may be given to FTE status.
   d. Children of current or former SVCMS Board members who completed at least one term, based on first come, first served.
   e. All St. Vrain Valley School District (SVVSD) residents.
   f. All non-SVVSD residents.

5. Notification of acceptance to the SVCMS preschool program will be in writing, and applicants will have five (5) days to complete an enrollment packet to secure a position in the preschool. A 10% non-refundable deposit of tuition will be due mid-February and/or non the due date of the
enrollment packet. Another 10% of tuition will be due by May 15. The remainder of the 80% due can be paid in ten monthly installments from August to May.
Colorado's Unified Improvement Plan for Schools

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Executive Summary

If we...

K-3 READING FLUENCY

Description:
Reading proficiency among K-3 students will increase to 91% and less than 10% of K-3 students will have a Significant Reading Deficiency.

3RD GRADE MATH PROFICIENCY

Description:
45% of 3rd grade students will be proficient in Math
UPPER ELEMENTARY MATH PROFICIENCY

Description:
55% of students in Upper Elementary (4th-6th grade) will be proficient in Math.

Then we will address...

INCONSISTENT TIER 1 INSTRUCTION.

Description:
Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.

INSUFFICIENT TIER 2 SUPPORT.

Description:
Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

EMERGING PROGRESS MONITORING.

Description:
Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

INCONSISTENT TIER 1 MATH INSTRUCTION.

Description:
Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.

LACK OF CONCEPT RETENTION AND REVIEW IN MATH LESSONS.
Description:
Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

SCHEDULE DOESN'T SUPPORT HIGH FIDELITY TIER 1 INSTRUCTION.

Description:
Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

LACK OF DATA-DRIVEN DIFFERENTIATION.

Description:
Instruction was too broadly targeted due to lack of data-driven differentiation.

LACK OF EMBEDDED CONCEPT RETENTION AND REVIEW STRATEGIES.

Description:
Math lessons and student work didn’t reflect and support consistently embedded concept retention and review.

Then we will change current trends for students

K-3 READING

Description:
K-3 Reading, particularly fluency in 1st grade, is a Priority Performance Challenge.

3RD GRADE MATH

Description:
3rd Grade Math Proficiency, particularly the areas of Number Sense and Computation and Problem Solving, was identified.
UPPER ELEMENTARY (GRADES 4-6) MATH

Description:
Upper Elementary Math Proficiency, particularly the areas of Computation and Problem Solving and Number Sense, was identified as a Priority Improvement Challenge.

Access the School Performance Framework here: http://www.cde.state.co.us/schoolview/performance

Improvement Plan Information
Additional Information about the school

St. Vrain Community Montessori School is a PK-8 charter school offering the only Montessori program in its district. Now in its 10th year of operation, the school serves approximately 270 students in 9 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and highly qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 9% Minority Students, 7% Students with Disabilities (IEP), 5% FRL students, 6% Gifted/Talented students and 5% ELL students. Attendance Rate is 95% and Mobility Rate is 2.2%.

The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as its faculty members. The school's Board of Directors approves the UIP. In order to offer a meaningful update to our UIP it is necessary to provide some assessment background information. The school had high opt out rates in Spring 2018 for high stakes assessments. The ELA and Math opt out rate was 79% among 3rd to 8th grade students and the CMAS opt out rate for Science was 83%. Nine students took the Access Test in 2018. These factors made data difficult to update for some indicators. In an effort to begin to collect meaningful local data across grades and content areas in the face of high opt outs, the school administered NWEA MAP testing from 3rd grade through 8th grade in Spring, 2018. MAP data was useful and is available across grades and content areas, but given small sample sizes, there are no disaggregated data available for the school. MAP assessments indicate that progress was made vs. prior year in a number of areas.

Current Performance 2017-2018 MAP scores suggested state and federal expectations were met and progress was made vs. some targets set by the school in its last UIP, yet there is opportunity for improvement in several areas. Trend Analysis: Four years of MAP data were available in Spring, 2018. 3rd Grade RIT scores were positive vs. National Norms in ELA (Language Usage and Reading), and mixed in Math. The trends were positive in 4th Grade in ELA, yet less so for Math. Staff reviewed scores from MAP and DIBELS, as well as Montessori lesson record keeping, which revealed several Priority Performance Challenges.

We are able to determine Priority Improvement Challenges with some level of confidence based on MAP and DIBELS data. MAP data suggests Priority Improvement
Challenges in Math for 3rd, and 4th-6th grades. DIBELS data suggests a K-3 Reading Focus is a Priority Performance Challenge.

Priority Performance Challenges: Reading: K through 3rd Grade Reading indicated Read Plans were necessary for approximately 10% of students. Priority Performance Challenges: Math: 3rd and 4th-6th Grade MAP scores indicated a lack of grade level proficiency among students. READ Act compliance reporting is also incorporated in this document. Overall, the school did not meet targets set in its last UIP for Reading Proficiency for K-3 students. The percentage of proficient students in 2018 was 86% overall. The school strives to reduce the number of students with SRD on an annual basis across grades K-3.

**Improvement Plan Information**

The school/district is submitting this improvement plan to satisfy requirements for (check all that apply):

- ✔ State Accreditation
- ✔ Other: READ ACT Compliance

**School Contact Information**

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**Email:** ktorris@svcmontessori.org

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**Mailing City / State/ Zip Code:** Longmont CO 80501  
**Email:** cmoran@svcmontessori.org

**Narrative on Data Analysis and Root Cause Identification**

**Description of school Setting and Process for Data Analysis**

St. Vrain Community Montessori School is a PK-8 charter school offering the only Montessori program in its district. Now in its 10th year of operation, the school serves approximately 270 students in 9 three-year, mixed-age classrooms. The school utilizes primarily Montessori materials for instruction, and employs Montessori-credentialed and Highly Qualified faculty. Due to its small size, no disaggregated data is reported. The school has approximately 5% FRL students. The School Leadership Team and SAC lead the UIP process, with Level Leaders from each three-year, mixed-age grouping serving as its faculty members. The school’s Board of Directors approves the UIP. In order to offer a meaningful update to our UIP it is necessary to provide some assessment background information.

The school had high opt out rates in Spring 2018 for CMAS. The ELA and Math opt out rate was 79% among 3rd to 8th grade students for CMAS. For CMAS, opt out
rates ranged from a low of 61% in 3rd grade to 100% in 8th grade. Further, only 9 students took the Access Test in 2018. Based on its opt out rates, the school was assigned a Insufficient State Data: Low Participation (Revised).

High opt out rates made data difficult to update for some key indicators. In an effort to collect meaningful local data across grades and content areas in the face of high opt outs, the school implemented administration of NWEA MAP testing from 3rd grade through 8th grade in spring, 2016, 2017, and 2018. MAP data was useful across grades and content areas, but given small sample sizes, there are no disaggregated data available for the school. MAP assessments indicate that progress was made vs. prior year in a number of areas. Because NWEA has done some concordance between CCSS aligned assessments, one can make a comparison of NWEA RIT scores and cutoff scores for high stakes assessments. The concordance was done with PARCC scores, so a logical inference can be drawn between MAP scores and CMAS (ELA and Math) proficiency.

We are able to determine Priority Improvement Challenges with a solid level of confidence based on MAP and DIBELS data. MAP data suggest Priority Improvement Challenges in Math for 3rd and 4th-6th grades, and also for a K-3 Reading, based on DIBELS.

Current Performance: 2017-2018 MAP scores suggested state and federal expectations were met and progress was made vs. some targets set by the school in its last UIP, yet there is opportunity for improvement in several areas. Trend Analysis: Four years of MAP data were available in Spring, 2018. The 3rd grade trends were positive in Writing, Reading, and Math. The trends for 4th Grade across Reading and Writing were mixed yet remained solid, and trended down for Math. In 5th grade, students met expectations for ELA and Science, but not for Math. Sixth grade Reading, Language, and Science remained strong, and exceeded expectations in Math. Students in 7th grade met or exceeded expectations for ELA and approached expectations for Math. Finally, in 8th grade, students met expectations across content areas. Based on MAP assessments, trends indicate that the longer students progress through the Montessori Scope and Sequence at SVCMS, the better their test scores. By 8th grade, 100% of students tested with MAP performed at or above grade level in Reading, Math and Science, and 92% performed at or above grade level in Language Usage.

Staff reviewed scores from MAP and DIBELS, which revealed several Priority Performance Challenges. Priority Performance Challenges: Reading: K through 3rd Grade Reading indicated Read Plans were necessary for approximately 10% of students. These numbers reflect a change in assessment from PALS to DIBELS. Priority Performance Challenges: Math: 3rd Grade (Lower Elementary), 4th through 6th Grade (Upper Elementary) MAP scores indicated either a lack of proficiency among students or a single data point of proficiency. Staff determined 3rd and 4th-6th grade Math remained a Priority Performance Challenge in order to develop and support a sustainable upward trend.

READ Act compliance reporting is also incorporated in this document. Overall, the school did not meet targets set in its last UIP for Reading Proficiency for K-3 students. The percentage of proficient students in 2018 was 83% overall. This drop in overall proficiency may be due to DIBELS differentiation of student performance levels. There is an increase in students who are below benchmark yet are not SRD, which is not a window that was captured by PALS. The school continues to strive to reduce the number of students with SRD on an annual basis across grades K-3.
Prior Year Targets

Consider the previous year's progress toward the school targets. Identify the overall magnitude of the school performance challenges.

**PERFORMANCE INDICATOR: ACADEMIC ACHIEVEMENT (STATUS)**

**Prior Year Target:** By Spring 2018, 89% of K-3 students will read at grade level and the percentage of K-3 students with a Significant Reading Deficiency (SRD) will be reduced to 11%.

**Performance:** Did not meet target for % of students at grade level. SRD % reduction target was met. Continue target

**Prior Year Target:** By Spring 2018, 42% of 3rd grade students will be proficient or above in Math, particularly in Computation and Number Sense.

**Performance:** Met but continue with target

**Prior Year Target:** 53% of Upper Elementary (4th-6th grades) students will be proficient or above in Math.

**Performance:** Did not meet (4th-5th); 6th met. Continue Target

Prior year K-3 Reading was partially met. The target of 89% of K-3 students will read at grade level was not met as 83% students were reading at grade level. One reason for this drop in scores is a change in assessment. In previous years, we administered PALS to students in grades K-3, yet we switched to DIBELS for all students in K-3 beginning in the 2017-2018 school year. DIBELS has 4 bands of proficiency: well below (SRD), below, at, and well above. In calculating the percentage of students at grade level, we used the students who were at or well above Spring 2018. There is a group of 9 students who are below. Yet are not SRD and they affect the calculation of grade level proficiency. The use of DIBLES has allowed us to identify students who are not SRD, yet are not quite at grade level and to target interventions and progress monitoring to these students.

**ACADEMIC ACHIEVEMENT (STATUS)**

The second part of the target is the percentage of K-3 students with a Significant Reading Deficiency (SRD) will be reduced to 11%. This target was met as our percentage of students who were SRD in Spring 2018 was 10%. We will continue with this as a target to have multi-year progress with this measure.

Prior year target for 3rd Year Math of 42% proficient or above was met (78% in spring 2018). Because 3rd Year math is foundational for success in the Upper Elementary, which remains an area of opportunity, retaining this goal will support a multi-year trend for sustained progress.
Prior year Upper Elementary Math Proficiency was partially met. The target of 53% of students proficient or above in Math was met in 6th grade, but 4th and 5th grades did not meet expectations. We will continue with this target to support growth in 4th and 5th math proficiency and to develop and support a multi-year trend in 6th grade.

Current Performance

• Though low participation yielded results for only 31% of students, among those who did participate in high stakes assessments, the school met expectations in Language Arts and did not meet expectations in Math. These results are consistent with insights gleaned from review of local measures. Participation in MAP testing as well as K-3 DIBELS testing was 100% of students across grades and content areas. As a result of the high participation in these tests, the Leadership Team and SAC have confidence in their ability to determine meaningful Priority Improvement Challenges for the school.

Several areas were identified as Priority Improvement Challenges in this plan. 3rd grade Math and 4th through 6th grade Math were both identified as Priority Performance Challenges. Additionally, K-3 Reading was identified as a Priority Improvement Challenge.

SVCMS began administering the MAP (Measures of Academic Progress) assessment in the spring of 2015 to students in grades 3-8. Now that we have 4 years of data we can begin to make some preliminary analysis of the results and use this data as one tool in evaluating our program.

When analyzing MAP results, we can look at two measures. One is the percentage of students who are at or above grade level/age as compared to their peers nationally. MAP uses data from a very large database of students who have taken the test nationwide. This means the criteria of what is “grade level” is based on peers and not an abstract idea of what a 5th grader “should” know. The other measure we can look at is growth. Growth refers to how much a student’s score would be expected to increase (grow) over the school year. In other words, grade level answers the question of “Is the student achieving at the same grade level as her peers?”; growth answers the question, “did the student learn as much as we expected he would?”

SVCMS students score particularly strongly in Reading and Science. The longer students are with us at SVCMS, the higher the scores. For example, looking at our middle school results in grade level performance from spring 2018: the percentage of 8th grade students who were at or above grade level in Math is 100%, in Reading is 100%, Language Usage is 92%, and Science is 100%.

Math results are less stellar, in both grade level performance and growth. (Although there too, the results improve for the older students, which again suggests that the longer students are with us, the better the performance). The MAP assessment is administered on a computer, which is an unfamiliar testing format for our students. Also, in the classroom students use concrete math materials. Only as students get older are they developmentally ready for more abstract math (i.e. solving math without concrete materials) which is to be expected and in line with the Montessori approach.
Growth is an important measure, yet if a student does not meet growth, the measure does not tell us why a student may not have met growth. For example, we know that some of our students are performing well beyond grade level. Hypothetically, if a student in 6th grade has a math score at the 11th grade level (according to MAP’s scale), then that student is already near maxing out the test, and therefore achieving 10 points of expected growth the next year is challenging.

Table 1: Percentage of Students at or Above Grade Level, Spring 2018

<table>
<thead>
<tr>
<th>Grade</th>
<th>Math</th>
<th>Reading</th>
<th>Language</th>
<th>Science</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>78</td>
<td>83</td>
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</tr>
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<td>34</td>
<td>69</td>
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<td>-</td>
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<td>8</td>
<td>85</td>
<td>100</td>
<td>92</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 2: Percentage of Students who Met Projected Growth (2018)

<table>
<thead>
<tr>
<th>Grade</th>
<th>Math</th>
<th>Reading</th>
<th>Language</th>
<th>Science</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>8</td>
<td>69</td>
<td>69</td>
<td>46</td>
<td></td>
</tr>
</tbody>
</table>

In aggregate within MAP, there were 22 opportunities to collect data by grade and content area for SVCMS students. In 20/22 opportunities, more than 50% of SVCMS students achieved above the national norm. There were 18 opportunities for measuring growth. In 12 of 18, more than 50% of SVCMS students achieved expected growth.

**Trend Analysis**

**Trend Direction:** Decreasing  
**Notable Trend:** Yes  
**Performance Indicator Target:** Academic Achievement (Status)
K-3 Reading proficiency declined

Trend Direction: Increasing
Notable Trend: Yes
Performance Indicator Target: Academic Achievement (Status)

3rd grade math proficiency improved

Additional Trend Information:
SVCMS first administered the MAP (Measures of Academic Progress) assessment in the spring of 2015 to students in grades 3-8. In spring 2018, we had 4 years of data to begin to make some preliminary analysis of the results to determine global trends. One trend that emerged over these 4 years is that students at SVCMS score particularly strong on Reading and Science (Science is administered for grades 5-8). Another observed trend is that the longer students are enrolled at SVCMS the higher the scores in all areas. For example looking at our 8th grade results in grade level performance from spring 2018: the percentage of middle school students who were at or above grade level in Math is 100%, Reading is 100%, Language Usage is 92% and science is 100%. Finally, 3 year trends show that Math remains an area of opportunity, particularly in grades 3-6. Although there too, the older the students the better the performance, supporting the previous trend that the longer students are with us the better the outcomes. For Trend Analysis the school relies on high stakes assessment data, MAP assessment data, DIBELS reading data, observation of students, and record keeping.

As a high-fidelity Montessori program, a trend of math outcomes improving with older students is not surprising. One reason is that as a program with mixed-age classrooms (Upper Elementary serves grades 4-6, for example) the school focuses on 3-year outcomes vs. solely annual progress. Our curriculum and scope and sequence is designed with goals for students at the end of their three years in a classroom. In this way, we would expect to see better outcomes for our 6th year students than earlier in Upper Elementary. Additionally, Montessori is a pedagogical approach grounded in a deep understanding of human development. This developmental approach prioritizes the use of concrete materials in math for all students with a long path to math abstraction for older students. Given that we understand and support that math abstraction happens in the later elementary years, we would expect that student math outcomes on an abstract, computer-based assessment (MAP) would trend toward better outcomes for the older students.

Notable Trends in K-3 Reading: Based on reading assessment data, the current percentage of K-3 students at SVCMS with a SRD is 10%. This data is acquired through formal reading assessments done three times yearly. Prior to the 2016-2017 academic year, the formal reading assessment used for K-3 students at SVCMS was the PALS reading assessment. During the 2016-2017 school year we changed the reading assessment tool for 1-3 graders from PALS to the DIBELS Next reading assessment. Subsequently, during the following year (2017-2018) we also shifted to the use of the DIBELS Next reading assessment tool for Kindergarten in order to attain more consistency across all of K-3. This year’s data indicating 10% SRD for K-3 students compares to data from spring of 2017, which indicated percentages of K-3 students with a SRD of 13.9%. This data contrasts to SVVSD district data that reports 13% of K-3 students as having an SRD in 2016-2017 academic year. Statewide end
of year assessment data from 2017 shows a percentage total of 15.7% of K-3 students with a SRD. Although the number of K-3 students with a significant reading deficiency at SVCMS is currently lower than the last reported state average, and additionally is lower than the year prior, the trends for reducing reading deficiency have not been consistent over the last three years. For this reason, we recognize the need for increased focus on direct instruction of phonemic awareness, phonics, and fluency skills, particularly at the 1st and 2nd grade levels. This is a notable trend and we will continue to strive to reduce the number of students with SRD on an annual basis across grades K-3, while concurrently increasing the number of K-3 students reading at proficient levels.

Notable Trends in 3rd Grade Math: Trend analysis of 3rd grade mathematics was based on NWEA MAP Mean RIT Scores. The 2016 score of 203 and the 2017 score of 201.8 approach the NWEA Norm of 203.4 while the 2018 score of 210.1 exceeds the norm. At each grade level sufficient CMAS data wasn’t available to detect meaningful trends due to small sample size. Staff analyzed 2018 MAP data and instructional practices at each grade level to determine root causes of falling below proficiency targets in math and the resulting major improvement strategies.

Notable Trends in Upper Elementary (grades 4-6) Math: Trend analysis of Upper Elementary mathematics (grades 4, 5, 6) was based on NWEA MAP Mean RIT Scores. 4th grade spring 2016 score of 215.3 exceeded the norm of 213.5 while scores of 208.6 in 2017, and 210.6 in 2018 reveal a gap. The three year range of 5th grade spring data shows Mean RIT Scores of 222.0 (2016) and 225.6 (2017) fall above the norm of 221.4 while and 215.8 (2018) does not meet expectations. 6th grade scores of 234.8 (2016), 224.9 (2017) and 230.7 (2018) exceed or fall slightly below the NWEA norm of 225.3. At each grade level insufficient data from CMAS limits reliability of meaningful trends due to small sample size. For this reason staff analyzed 2018 MAP data and instructional practices at each grade level to determine root causes of falling below proficiency targets in math and the resulting major improvement strategies.

Trend analysis of upper elementary science (grades 5,6) was based on NWEA MAP Mean RIT Scores. 5th year science exceeded the NWEA norm of 210.9 for 2016 (223.9), 2017 (219.1), and 2018 (213.9). 6th grade science also exceeded the norm of 213.5 across all three years: 226.9 (2016), 233.3 (2017), and 226.8 (2018).

Root Causes

Priority Performance Challenge: K-3 Reading
K-3 Reading, particularly fluency in 1st grade, is a Priority Performance Challenge.

Root Cause: Inconsistent Tier 1 Instruction.
Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.
Root Cause: Insufficient Tier 2 support.
Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

Root Cause: Emerging Progress Monitoring.
Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

Priority Performance Challenge: 3rd Grade Math
3rd Grade Math Proficiency, particularly the areas of Number Sense and Computation and Problem Solving, was identified.

Root Cause: Inconsistent Tier 1 Math Instruction.
Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.

Root Cause: Lack of concept retention and review in math lessons.
Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

Priority Performance Challenge: Upper Elementary (grades 4-6) Math
Upper Elementary Math Proficiency, particularly the areas of Computation and Problem Solving and Number Sense, was identified as a Priority Improvement Challenge.

Root Cause: Schedule doesn't support high fidelity Tier 1 instruction.
Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

Root Cause: Lack of data-driven differentiation.
Instruction was too broadly targeted due to lack of data-driven differentiation.

Root Cause: Lack of embedded concept retention and review strategies.
Math lessons and student work didn't reflect and support consistently embedded concept retention and review.

Provide a rationale for why these challenges have been selected and address the magnitude of the overall performance challenges:
Several areas were identified as Priority Improvement Challenges in this plan. 3rd grade Math and 4th through 6th grade math were both identified. Additionally, K-3 Reading was identified as a Priority Improvement Challenge.

Priority Improvement Challenge #1 is a lack of reading fluency among Kindergarten through 3rd grade students. The rationale for this PIC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School levels. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond. Given the strength of Tier 1 Montessori reading instruction when done with fidelity, the school believes this area should be a priority until there are no students with SRD and 100% of students in K-3 are proficient readers.

Priority Improvement Challenge #2 is a lack of proficiency in Math among Lower Elementary (1st to 3rd grade) students. The rationale for this PIC is that students require a strong foundation in number sense and computation to allow them to access increasingly complex math concepts over their elementary and secondary years. If the foundation isn't strong, access to more advanced and math concepts and paths to abstraction will be limited. It is essential that students transition from 3rd to 4th grades with a strong number sense and math fact and computational fluency.

Priority Improvement Challenge #3 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PIC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond. The Montessori math materials, when used with fidelity, are proven to provide a strong math foundation for students to be ready for the introduction of Algebra in 7th grade. Strong math outcomes in 4th-6th grades are essential to the school's ability to prepare students for secondary math studies.

Provide a rationale for how these Root Causes were selected and verified:

Priority Improvement Challenge #1 is a lack of reading fluency among Kindergarten through 3rd grade students. The rationale for this PIC is that students in Kindergarten through 3rd grade must learn to read in the lower grades in order to read to learn in the Upper Elementary and Middle School. Reading is a foundational skill and provides access to all content areas for the student's future learning. If children struggle with reading when in their primary grades, they are more likely to struggle in upper grades and beyond.

Root Cause Verification:
Review of reading data measures and instructional practices suggested that lower elementary students, particularly those in 1st and 2nd grade would benefit from increased Tier 1 instruction on phonemic awareness and phonics skills. The area of deficiency in reading scores reflected a gap in both of these early reading skills. Inconsistent Tier 1 instruction in these areas is, in part, due to inconsistent Tier 1 instruction among classroom instructors. Furthermore, the emerging fidelity of progress monitoring and reading assessment tools utilized across grades K-3 were determined to have negatively impacted the early identification, and the consistency in monitoring, students with an SRD. Lastly, after review of Tier 1 instructional practices, as well as data and progress monitoring trends, it was revealed that students identified as having a SRD received insufficient Tier 2 reading instruction due to prioritization of instruction within the classroom, as well as lacking support personnel to supplement reading instruction outside of normal classroom instruction.

Priority Improvement Challenge #2 is a lack of proficiency in Math among Lower Elementary (1st to 3rd grade) students. The rationale for this PIC is that students require a strong foundation in number sense and computation to allow them to access increasingly complex math concepts over their elementary and secondary years. If the foundation isn’t strong, access to more advanced math concepts will be limited.

Root Cause Verification:
Review of MAP Data and instructional practices suggested 3rd grade students would benefit from increased frequency and fidelity of mathematics instruction. Inconsistency in implementation of curriculum and uneven concept prioritization of math instruction were determined to have impacted scope of instruction, particularly within the content areas of number sense and computation.

Priority Improvement Challenge #3 is a lack of proficiency in Math among Upper Elementary (4th to 6th grade) students. The rationale for this PIC is that students require mastery of a broad range of elementary math skills to access more advanced math concepts in secondary school and beyond.

Root Causes Verification:
Review of MAP Data and instructional practices suggested upper elementary students (grades 4, 5, 6) would benefit from increased frequency and fidelity of targeted instruction. Inconsistency in implementation of curriculum including concept review, insufficient prioritization of math instructional time, and unevenly targeted curriculum delivery were determined to have impacted depth of instruction and concept retention.

Action Plans
Planning Form
K-3 Reading Fluency

What would success look like: Reading proficiency among K-3 students will increase to 91% and less than 10% of K-3 students will have a Significant Reading Deficiency.

Describe the research/evidence base supporting the strategy: Montessori Method Research Basis

Associated Root Causes:

- Inconsistent Tier 1 Instruction:
  Inconsistent Tier 1 instruction on phonemic awareness and phonics at the Kindergarten through 2nd grade levels due, in part, to uneven literacy training in grades K-2.

- Insufficient Tier 2 support:
  Insufficient Tier 2 support for students reading below expectations across grades and classrooms.

- Emerging Progress Monitoring:
  Progress monitoring has improved since prior UIP, yet fidelity remains a growth opportunity.

Implementation Benchmarks Associated with MIS

<table>
<thead>
<tr>
<th>IB Name</th>
<th>Description</th>
<th>Start/End/Repeats</th>
<th>Key Personnel</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIBELS Benchmark</td>
<td>Administration of DIBELS Benchmark Assessment to all K-3 students.</td>
<td>09/18/2017 05/17/2019 Quarterly</td>
<td>Lower Elementary Guides and Assessment Coordinator</td>
<td>Partially Met</td>
</tr>
</tbody>
</table>

Action Steps Associated with MIS
**Name**

**Weekly Intervention Groups**

**Description**
LE Read Plan students will receive Tier 2 Interventions with LE trained guide at least 3 times weekly.

**Start/End Date**
09/18/2017
05/17/2019

**Resource**
LE Literacy guide time for weekly intervention groups.

**Key Personnel**
LE Literacy guide.

**Status**
In Progress

**Description**
Implement both formal and informal progress monitoring for all 1st-3rd grade students who are below, or significantly below, grade level and ensure consistent documentation of progress monitoring results. Additionally, progress monitor all 1st graders who are borderline "at grade level" to ensure they remain at or above grade level vs. expectations.

**Start/End Date**
09/18/2017
05/17/2019

**Resource**
DIBELS Next Materials and Training

**Key Personnel**
LE Literacy Guide, Lead Guides, Kindergarten Lead Guides, Assessment Coordinator

**Status**
In Progress

**Description**
Update LE Literacy Album to include teaching resources and progress monitoring tools for emergent readers.

**Start/End Date**
02/05/2018
05/17/2019

**Resource**
Materials, Guide time to develop and share album among peers at PLC.

**Key Personnel**
LE Literacy Guide

**Status**
In Progress

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**3rd Grade Math Proficiency**

**What would success look like:** 45% of 3rd grade students will be proficient in Math

**Describe the research/evidence base supporting the strategy:** Montessori Method Research Basis

**Associated Root Causes:**

**Inconsistent Tier 1 Math Instruction.**
Inconsistent implementation of Tier 1 Montessori Math instruction existed across classrooms, particularly in the areas of Number Sense and Computation and Problem Solving.
Lack of concept retention and review in math lessons:
Inconsistent support via embedded concept retention and review strategies in LE math lessons exists across LE classrooms.

Lack of data-driven differentiation:
Instruction was too broadly targeted due to lack of data-driven differentiation.

Implementation Benchmarks Associated with MIS

<table>
<thead>
<tr>
<th>IB Name</th>
<th>Description</th>
<th>Start/End Date</th>
<th>Key Personnel</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>NWEA Measures of Academic Progress</td>
<td>SVCMS will administer the MAP Math Test to all 3rd grade students two times per year, in fall and spring.</td>
<td>05/01/2018</td>
<td>LE Guides, Assessment Coordinator</td>
<td>Met</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05/17/2019</td>
<td>Quarterly</td>
<td></td>
</tr>
</tbody>
</table>

Action Steps Associated with MIS

<table>
<thead>
<tr>
<th>Action Steps</th>
<th>Description</th>
<th>Start/End Date</th>
<th>Resource</th>
<th>Key Personnel</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Computation Work</td>
<td>Students will be asked to add a Daily Computation work choice to their work plans.</td>
<td>01/02/2018</td>
<td>Computation Work choices list</td>
<td>LE Lead Guides</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05/17/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fact Work Thread</td>
<td>Identify Fact Work Scope and Sequence and add thread to LE record keeping that focuses, in particular, on 3rd Grade progress and acquisition of multiplication facts.</td>
<td>02/05/2018</td>
<td>Time to enter lessons into Montessori Workspace</td>
<td>LE Lead Guides</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05/17/2019</td>
<td></td>
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</tbody>
</table>
LE faculty will implement targeted number composition and decomposition lessons to LE students. 03/05/2018 05/17/2019 Time MAP analysis LE Faculty In Progress

Implement Hierarchy Material lessons in all LE classrooms with fidelity by rotating materials through classrooms. Implement Streets in Infinity lessons, targeting key concepts and students identified through MAP analysis. 03/05/2018 05/17/2019 Time, materials LE Faculty In Progress

LE Faculty will use Level Meetings for PLCs on key math operations lessons that reinforce place value. 03/05/2018 05/18/2019 Time LE Faculty In Progress

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**Upper Elementary Math Proficiency**

*What would success look like:* 55% of students in Upper Elementary (4th-6th grade) will be proficient in Math.

*Describe the research/evidence base supporting the strategy:* Montessori Method Research Basis

*Associated Root Causes:*

- **Schedule doesn't support high fidelity Tier 1 instruction.**
  Student schedule reflected inadequate instructional and student work time for math lessons, immediate practice, and concept review.

- **Lack of data-driven differentiation.**
  Instruction was too broadly targeted due to lack of data-driven differentiation.
Lack of embedded concept retention and review strategies:
Math lessons and student work didn’t reflect and support consistently embedded concept retention and review.

### Implementation Benchmarks Associated with MIS

<table>
<thead>
<tr>
<th>IB Name</th>
<th>Description</th>
<th>Start/End Date</th>
<th>Key Personnel</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UE MAP Math Testing</strong></td>
<td>UE students will be assessed yearly using the MAP Math test, with 6th grade students testing 2x/year in winter and spring.</td>
<td>05/01/2018 Quarterly</td>
<td>UE Faculty, Assessment Coordinator</td>
<td>Partially Met</td>
</tr>
</tbody>
</table>

### Action Steps Associated with MIS

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Start/End Date</th>
<th>Resource</th>
<th>Key Personnel</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data-based Differentiation</strong></td>
<td>Use detail from MAP Assessments to set student-specific, targeted curriculum goals, and group students according to data insights.</td>
<td>09/05/2017 05/17/2019</td>
<td>Time, MAP Assessments</td>
<td>UE Faculty, Assessment Coordinator</td>
<td>In Progress</td>
</tr>
<tr>
<td><strong>Brain-based Learning</strong></td>
<td>Incorporate Brain-based learning techniques into math lessons and review to support both retention of concepts and fluency.</td>
<td>08/17/2018 05/17/2019</td>
<td>Time, Materials</td>
<td>UE Faculty</td>
<td>In Progress</td>
</tr>
<tr>
<td><strong>Increase Math-Focused Work-cycle Time</strong></td>
<td>Adapt UE Schedules to accommodate 2 Math and 1 Geometry lessons for all UE students and confirm fidelity of implementation of lessons via weekly PLC meeting. Slot 2 additional hours for MAP data driven, targeted support and review of concept lessons.</td>
<td>09/05/2018 05/17/2019</td>
<td>Time, development of targeted, Montessori method based support materials</td>
<td>UE Faculty</td>
<td>Complete</td>
</tr>
</tbody>
</table>
Implement Math Plans for students performing at or below 40% on MAP: provide daily additional targeted lessons and support materials to review concepts and bridge gap between Montessori math materials and abstraction. Fidelity of implementation will be supported by monthly review at level lead meetings.

School Target Setting

Priority Performance Challenge: K-3 Reading

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: R

2018-2019: By Spring 2019, 91% of K-3 students will read at grade level and the percentage of K-3 students with a SRD will be reduced to 9%.

2019-2020: By Spring 2020, 94% of K-3 students will read at grade level and the percentage of K-3 students with a SRD will be reduced to 6%.

INTERIM MEASURES FOR 2018-2019: DIBELS Next benchmark 3 x a year. DIBELS next formal progress monitoring monthly for all K-3 student who are below grade level and/or SRD and/or on a Read Plan.

Priority Performance Challenge: 3rd Grade Math

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

2018-2019: By Spring 2019, 45% of 3rd grade students will be proficient or above in Math, particularly in Computation and...
ANNUAL PERFORMANCE TARGETS

Number Sense:

2019-2020: By Spring 2020, 48% of 3rd grade students will be proficient or above in Math, particularly in Computation and Number Sense.

INTERIM MEASURES FOR 2018-2019: NWEA MAP Growth administered 2x per year (fall and spring) for all students, 3x a year (a midyear benchmark) for students 40th percentile or under.

Priority Performance Challenge: Upper Elementary (grades 4-6) Math

PERFORMANCE INDICATOR: Academic Achievement (Status)

MEASURES / METRICS: M

ANNUAL PERFORMANCE TARGETS

2018-2019: 55% of Upper Elementary (4th-6th grades) students will be proficient or above in Math.

2019-2020: 58% of Upper Elementary (4th-6th grades) students will be proficient or above in Math.

INTERIM MEASURES FOR 2018-2019: NWEA MAP Growth administered 1x per year for all Upper Elementary students, 2x a year (a midyear benchmark) for all 6th grade students.
Exhibit G
Educational Program Characteristics

We offer an authentic Montessori education that fosters Whole Child development by creating joyful classroom environments true to the research-based educational philosophy developed by Dr. Maria Montessori.

Academic Programs within SVCMS
Children’s House (ages 3-6) – Preschool & Kindergarten
Lower Elementary (ages 6-9) – 1st, 2nd & 3rd Years
Upper Elementary (ages 9-12) – 4th, 5th & 6th Years
Middle School (ages 12-14) – 7th & 8th Years

From preschool through middle school, our highly experienced and highly qualified Guides act as facilitators of student learning, dedicated to putting fundamental Montessori concepts into practice. Guides provide small group and individual lessons as other students work independently on their own pursuits within the classroom.

“The child is capable of developing and giving us tangible proof of the possibility of a better humanity. He has shown us the true process of construction of the human being. We have seen children totally change as they acquire a love for things and as their sense of order, discipline, and self-control develops within them ... The child is both a hope and a promise for mankind.”
– Dr. Maria Montessori, Education and Peace

Each three-year, mixed-age classroom (ages 3-6, 6-9, 9-12, 12-14), based on Dr. Montessori’s Planes of Development, is prepared with beautiful, inspiring Montessori materials. Students enjoy an uninterrupted, three-hour work cycle every day, during which they are encouraged to interact socially, learn from and teach each other, and develop strong relationships with their peers and Guides. Our responsive programs allow each student to progress at his or her own pace while developing the cognitive, social, emotional, and physical skills and behaviors that form the basis for all that follows in school and in life. In addition to the traditional academic subjects, Art, Movement, and Peace are integrated into every classroom’s curriculum.

Children’s House (ages 3-6) – Preschool & Kindergarten
Our Children’s House program is a caring community designed to nurture the young child to become a self-confident and curious learner who will learn to value himself, others, and the world around him. Dr. Maria Montessori viewed the First Plane of Development, the “Absorbent Mind” (from birth to age 6), as a time when a child is creating himself as an individual.

This tremendous task occurs through constant absorption of the world around them. Young children need beautiful, safe, and ordered surroundings where they feel
protected and loved, along with extended periods of concentration in an environment where they feel encouraged to learn by doing concrete tasks and experiencing the real world around them. They are internally driven by phases of intense interest or “sensitive periods” in learning a particular skill or concept.

The SVCMS Children’s House environment meets young childrens’ needs with beautiful, orderly classrooms, and features a full range of Montessori materials that are engaging and developmentally responsive to children between the ages of 3 to 6, arranged invitingly on low, open shelves. All of the furniture is child sized and all of the materials are scaled to fit the physical dimensions of a young child’s body.

There is a strong emphasis in the Children’s House on peace education, including inner peace, peace in a community, global peace, and peace with nature. Students are encouraged to respect one another and their work, to use their peace lessons to resolve conflicts, and are introduced to a global view of life in learning about people around the world through cultural and geography lessons.

Everyday, children are able to fully engage in self chosen work within a three-hour, uninterrupted work-cycle that gives them the opportunity to fulfill their own curiosities and interests in the classroom. The Montessori method of instruction uses a three-period lesson format which introduces new concepts and/or language to broaden a student’s understanding of the materials and the environment.

The first period of the Montessori method of instruction is a lesson presented by a Guide who clearly, concisely, and gracefully shows the student the concept. (Read more about Children’s House Curriculum). During the second period, the child undertakes practice with the materials alone or with a peer, conferring with the Guide. In the third period, the child achieves conceptual and practical independence as s/he internalizes the concept and demonstrates mastery.

To further deepen their learning, the mixed-age Montessori community allows younger children to have the opportunity to see what learning lies ahead by observing the older children having or reviewing a lesson. Older children are able to solidify their knowledge by sharing their work with the younger children. Growing together over several years in a warm and supportive environment, the students in Children’s House develop themselves while developing very close relationships among their peers and their Guides.

Guides in the Children’s House program are kind, knowledgeable, and careful observers of the needs of each child in the classroom. They establish a physical environment that is orderly, precise, and attractive, and know when to present new lessons when a child is most ready for them. They establish a psychological environment that is encouraging and supportive of purposeful activity and they guide each student towards a freedom
within limits that allows them to pursue their own interests while learning to respect the needs of others.

Our Lower Elementary program is designed to develop within each student a global vision and sense of gratitude for the universe, to cultivate their independent learning, and to support the construction of their social self.

**Lower Elementary (ages 6-9) – 1st, 2nd & 3rd Years**
Dr. Maria Montessori observed first hand children’s eagerness to understand themselves, their world, and their place in it. It was her hope that “Cosmic Education” would satisfy children’s intense thirst for knowledge during the Second Plane of Development or “Reasoning Mind” (ages 6-12).

“Let us give the children a vision of the universe. The universe is an imposing reality and the answer to all questions.” – Dr. Maria Montessori, To Educate the Human Potential

The student at this time in their development wants to know about the entire universe and their place in it. Instead of asking “what is it?” they ask “why is it?” At this time in their development, students are also turning outward toward wider social experiences and have a heightened awareness of right and wrong. As their consciences are developing, it is an important time for them to discover justice and their moral responsibilities. Our extensive peace curriculum assists them in understanding their own emotions to work towards inner peace, as well as how to resolve conflict for social peace.

Our program is rooted in Cosmic Education, which is, in essence, the story of the continuing creation of the universe. The Montessori method of presenting the Five Great Lessons satisfies a student’s developing awareness of the larger community, offering them a glimpse of human history at a time in their development when they are concerned with their burgeoning independent and social selves. These lessons are designed to inspire children’s imaginations and encourage them to explore the “big work” that demonstrates the interconnectedness of all things. As the Lower Elementary students develop their awareness of the larger community, Cosmic Education addresses their own journeys outside of themselves into all of reality. The social, inquisitive, and joyful environment of the Lower Elementary communities opens the student’s eyes to the universe and their understanding of the context their own lives have in the world.

The Lower Elementary curriculum offers students the context for, and real connections between, language, mathematics, geometry, zoology, botany, history, political geography, and peace, just to name a few. A student may spend time engaged in creating a political map of South America, while also researching the animals that live there. At the same time, the child might be learning about why it is warmer at the
equator and how people living in warmer climates adapt to meet their fundamental human needs.

During the uninterrupted three-hour work cycle each morning, every student has the time to delve into their interests and to do their “good work.” Guides in the Lower Elementary program are supportive Montessorians who understand deeply the academic, social, and emotional needs of students during this time in their development. They engage fully with the students in dynamic relationships which encourage inquiry and discussion.

They are also storytellers and performers who inspire the students in their telling of The Five Great Lessons. They support the blossoming of the students’ social natures and the mastery of their academic skills in small and large group lessons every day. Guides establish a safe environment that is supportive of purposeful activity and they encourage each student towards a freedom within limits that allow them to pursue their own interests while learning to respect the needs of others.

Upper Elementary (ages 9-12) – 4th, 5th & 6th Years
Our Upper Elementary program is designed to support each student’s profound curiosity and thirst for knowledge, while encouraging social interaction and group work for their growing capacities for abstraction and developing independence. Between the ages of 9-12, students seek to move beyond their fundamental knowledge and look for connections, cause and effect, and patterns in their learning and understanding of the world. They are ready to both think hypothetically and to engage with the world on a moral level. In order to support their strong abilities for both imagination and abstraction, Cosmic Education continues through the Five Great Lessons at a pace that supports student mastery of subject materials while allowing them to more fully explore these areas.

Upper Elementary students also plan and work towards developing skills they can use for various purposes, either by earning microscope licenses or designing research projects around a particular interest. Licensed Meteorologists take daily weather data readings, create forecasts for recess and outings, and then communicate this information to peers and the front office.

The joyful, dynamic classrooms of Willow North and Willow South are safe and supportive environments where students are encouraged to make choices and to stretch themselves in order to grow into confident, independent, and productive citizens of the world.

Each day, Guides give small group lessons in mathematics, language, and science during the uninterrupted morning work cycle, while afternoon rotations allow for in-depth group lessons in cultural, peace, and art. Students are supported in their growing independence by meeting frequently with Guides for “Advisories,” where they discuss
and set academic goals and celebrate their accomplishments. Students also use planners to map both their daily work and long-term projects, as well as keep records in order to track their progress. They check the accuracy of their work with controls, resolve their own errors, and determine, with support from their Guides, whether they are ready to progress or need additional support in a given area before moving on.

The three-period lesson model continues to foster internalization of concepts: the first lesson aims to spark the imagination; the second period embraces the student’s social needs and often involves intense peer discussions and projects; they then share in the third period as presentations, projects, or other methods that embrace their learning styles.

Guides in the Upper Elementary program have a broad knowledge base, being Montessori-credentialed for both Lower and Upper Elementary, which allows for curriculum continuity across the Second Plane of Development. Upper Elementary Guides foster each student’s need for intellectual independence, creative thought, and interest in justice and morality. They encourage and enjoy the students’ strong social instincts to work and play in groups, while gently supporting their social and moral development in all aspects of the curriculum.

Middle School (ages 12-14) – 7th & 8th Years
Our Middle School program is designed to nurture and encourage the growing independence of adolescent students and to instill in them the “noble confidence” they will need to meet life’s many challenges.

Dr. Maria Montessori outlined the Third Plane of Development, or Adolescence (ages 12-18), as a time when students are undergoing great physical, mental, and emotional changes, when they are primarily socially motivated, and when friendships can often seem more important than family. Outlining a syllabus for this divergent time in development, Dr. Montessori noted that students are also hungry to work on the land at real, authentic tasks, calling them “Erdkinder” or “land children.”

Like other Montessori middle school programs, the Evergreen classroom offers “Occupations” within the larger middle school curriculum, which combines academic coursework with real work of the hands that looks very much like a vocation or a job. Students experience a great deal of independence surrounding the organization of their time and productivity around self-selected deadlines in both components of the program. The peace curriculum at this level stresses the need for inner peace and a sense of community peace as the students work closely together on large-scale projects.

Our Occupations model allows students to engage in a traditional Montessori work-cycle each morning and Occupations work each afternoon at an offsite, privately-owned apple orchard.
Students choose how to respond to projects. They make decisions concerning finances, purchases, advertising, sales, etc. in the classroom that will impact their Occupations. The products of their labor in the Occupations help form a class micro-economy where they learn to manage money and make business decisions. In addition, Occupations can provide diverse lessons based on a single subject. For example: in order to maintain an aquaponics system, they learn both about the nitrogen cycle and how to clean a filter.

Middle school students receive three-period lessons in new concepts during the morning work cycle as well as during their Occupations. This includes direct lessons, follow-up practice, and demonstration of mastery. Because the work is hands-on, the mastery is evident in the success of the task. The healthy, nurturing, academic environment of the Evergreen community at SVCMS supports the adolescent student in learning and practicing real work from experts in their fields and contributing to their community, where students learn that they are purposeful themselves and have a place in the world.

Guides in the Middle School program are Montessorians with a passion for adolescent development, who understand deeply the academic, social, and emotional needs of students during this time. They not only act as role models of adult behavior, exemplifying patient, unconditional support of each student, but also genuinely enjoy spending time with the students. They are experts in diverse fields and have much to share with the students who look to them as examples. They see the innocence and humor in this challenging period of development and encourage students to make safe and appropriate choices.
EXHIBIT H
PLAN FOR ENGLISH LANGUAGE LEARNERS

SVCMS will serve students with limited English proficiency in accordance with all applicable Federal Laws and Regulations and in compliance with C.R.S. § 22-24-105. SVCMS will adhere to the following with regard to these students:

1. Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.

2. Students whose language survey indicates that a language other than English is spoken in the home will receive assessment of English proficiency using instruments and techniques approved by the District upon enrollment into the school to determine English proficiency.

3. All ELL students will be offered the ACCESS (Assessing Comprehension and Communication in English State-to-State) Test in January of each school year. The ACCESS Test will help SVCMS track individual student progress in language proficiency over time and determine optimal instruction support for each ELL student.

4. Educational Programs will be responsive to students’ specific needs and in compliance with state and federal guidelines.

SVCMS will report the number of ELL students attending the school to the District and the state.

Students with Limited English Proficiency (LEPs) and Non-English proficiency (NEPs) will be included in their mixed-age, Montessori classrooms. In addition to the comprehensive Montessori scope and sequence, SVCMS will provide all NEP and LEP (1-3) students with supplemental direct English Language instruction.

ELL instruction will be provided by highly qualified teachers. SVCMS will also train guides on Sheltered Instruction and how it crosswalks to Montessori methods of education.
EXHIBIT I
DUE PROCESS GUIDELINES

1. Prepare notebook for Principal (include checklist and tabs).
2. Assistant Superintendent delivers the notebook along with “sample/guide book” to the school.
3. Schools return completed notebook along with “sample notebook” to Assistant Superintendent as soon as possible.
4. Assistant Superintendents review notebook and take notebook to legal counsel for review.
5. Legal counsel sends an email to Assistant Superintendent once notebook is reviewed and approved.
6. Notebook is picked up from legal counsel and one copy is made. (The checklist is included along with colored sheets of paper, which will replace the original tabs.)
7. The original is filed in Assistant Superintendent’s office.
8. The copy is redacted. After it is redacted, another copy is made so now there are two redacted copies, both including the checklist and colored paper instead of tabs.
9. One redacted copy in a notebook stays with the Assistant Superintendent and the approval letter from legal counsel is placed in the front pocket of that notebook.
10. The police report is removed from the second redacted copy and that copy is placed in an envelope and the Principal is notified it is ready to be picked up.
11. Principal hand delivers the redacted copy (which includes the checklist and tabs but does not include the police report) to the parent/guardian. The book must be delivered to the parent at least one day prior to the expulsion hearing.
12. Assistant Superintendent brings the redacted copy of the notebook to the hearing and gives it to the Expulsion Officer who enters it into evidence. This copy includes checklist, tabs and redacted police report.
13. After the hearing, the Expulsion Officer takes the notebook with him and sends his recommendation to legal counsel to be reviewed.
14. The Expulsion Officer returns the notebook to the Assistant Superintendent with his recommendation, and the Assistant Superintendent brings that notebook to the meeting with the Superintendent.
# DUE PROCESS CHECKLIST

This book has been redacted so it can be used as a "guide" when creating a dismissal/expulsion book. Do not redact your book.

<table>
<thead>
<tr>
<th>Checklist</th>
<th>TASK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Student Demographics</strong>&lt;br&gt;Print information from Infinite Campus</td>
</tr>
<tr>
<td>2</td>
<td><strong>Timeline of events (Summary)</strong>&lt;br&gt;Provided by building administration</td>
</tr>
<tr>
<td>3</td>
<td><strong>School Work Support Plan</strong>&lt;br&gt;Copies of homework gathered from teachers that was given to the student</td>
</tr>
<tr>
<td>4</td>
<td><strong>Expulsion Data Form</strong>&lt;br&gt;Contact Expulsion Officer or Assistant Expulsion Officer and they will send you the form</td>
</tr>
<tr>
<td>5</td>
<td><strong>Expulsion Hearing Letter</strong>&lt;br&gt;Contact the Superintendent’s Assistant and she will send you a copy of the letter</td>
</tr>
<tr>
<td>6</td>
<td><strong>Board Policy/State Statute violations</strong>&lt;br&gt;Copy Board Policies from the website</td>
</tr>
<tr>
<td>7</td>
<td><strong>Student discipline records</strong>&lt;br&gt;Print information from Infinite Campus</td>
</tr>
<tr>
<td>8</td>
<td><strong>IEP/504 Plan Records</strong>&lt;br&gt;**Yes _____ No _____ If yes, Manifestation Determination Review Yes ____ No ____&lt;br&gt;Check Yes or No</td>
</tr>
<tr>
<td>9</td>
<td><strong>Attendance Records</strong>&lt;br&gt;Print copy of attendance record from Infinite Campus</td>
</tr>
<tr>
<td>10</td>
<td><strong>Police reports</strong>&lt;br&gt;Ask SRO/Police for a copy of the report as soon as possible</td>
</tr>
<tr>
<td>11</td>
<td><strong>Due process paperwork</strong>&lt;br&gt;Print ad hoc report from Infinite Campus</td>
</tr>
<tr>
<td>12</td>
<td><strong>Suspension letter to parent/guardian</strong>&lt;br&gt;Same information as #11</td>
</tr>
<tr>
<td>13</td>
<td><strong>Habitual Disruptor History and Plan</strong>&lt;br&gt;Included if school has drawn up a plan</td>
</tr>
<tr>
<td>14</td>
<td><strong>Teacher's statements</strong>&lt;br&gt;Teacher's written description of incident with signature</td>
</tr>
<tr>
<td>15</td>
<td><strong>Witness statements</strong>&lt;br&gt;Witnesses' written statements with signature</td>
</tr>
<tr>
<td>16</td>
<td><strong>Student statement</strong>&lt;br&gt;Student's written statement with signature</td>
</tr>
<tr>
<td>17</td>
<td><strong>Photos and/or video surveillance</strong>&lt;br&gt;Pictures that may have been taken showing evidence</td>
</tr>
<tr>
<td>18</td>
<td><strong>Social media postings, school work containing threatening content</strong>&lt;br&gt;Include screen shots of each media posting or copies of school work</td>
</tr>
<tr>
<td>19</td>
<td><strong>Correspondence with parent/guardian, i.e., emails, phone calls</strong>&lt;br&gt;Documented phone calls and emails between administrators and parent/guardian</td>
</tr>
</tbody>
</table>

**If there is no information, please include a sheet stating “There were no _______” (fill in the blank).**
**EXHIBIT J**

**Additional Services Agreement -**

The following are mutually agreed-upon services or licenses and associated costs provided to the charter school by the District for the 2019-2020 school year. Items in this list may be subject to separate License Agreements or Service Level Agreements. Prices and availability of services and licenses are subject to revision annually, regardless of the term of this contract. Additionally, agreements between the charter school and the District for services not in this list may be entered into under separate contracts or agreements, as needed.

### District Technology Services

#### Required Services Pursuant to Section 10.4

<table>
<thead>
<tr>
<th>Service</th>
<th>Oct 1 Student Count</th>
<th>Cost Per Student</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infinite Campus and Alpine Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infinite Campus License</td>
<td>225</td>
<td>$10.50</td>
<td>$2,362.50</td>
</tr>
<tr>
<td>IC &amp; Alpine Enterprise Personnel Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alpine Achievement License</td>
<td>7.65</td>
<td></td>
<td>$1,721.25</td>
</tr>
<tr>
<td>Server Licenses (VM &amp; Microsoft)</td>
<td>0.29</td>
<td></td>
<td>65.25</td>
</tr>
<tr>
<td>Shoutpoint (E-rate discount applied)</td>
<td>1.14</td>
<td></td>
<td>256.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$8,588.25</strong></td>
</tr>
</tbody>
</table>

#### Active Directory Authentication Services (AD)

<table>
<thead>
<tr>
<th>Service</th>
<th>Number of AD Accounts</th>
<th>Cost per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licenses for staff requiring access to Infinite Campus</td>
<td>15</td>
<td>$18.80</td>
<td><strong>$282.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$282.00</strong></td>
</tr>
</tbody>
</table>

#### Optional Services

### Citrix Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Num of Citrix Accounts</th>
<th>Cost Per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMC Storage</td>
<td>3</td>
<td>$19.67</td>
<td><strong>$59.01</strong></td>
</tr>
<tr>
<td>Citrix Server</td>
<td></td>
<td>15.50</td>
<td>46.50</td>
</tr>
<tr>
<td>Citrix License</td>
<td>85.00</td>
<td></td>
<td>255.00</td>
</tr>
<tr>
<td>Microsoft License (part of Citrix image)</td>
<td>35.31</td>
<td></td>
<td>105.93</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$466.44</strong></td>
</tr>
</tbody>
</table>

### Destiny Media Manager (Library Curriculum)

<table>
<thead>
<tr>
<th>Service</th>
<th>Accounts</th>
<th>Cost per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site License Fee</td>
<td>0</td>
<td>$550.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>Annual Maintenance Fee</td>
<td>0</td>
<td>150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$700.00</td>
</tr>
</tbody>
</table>

### Active Directory Authentication Services (AD) (TCPA)

<table>
<thead>
<tr>
<th>Service</th>
<th>Number of AD Accounts</th>
<th>Cost per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Staff License (Not on Line 19)</td>
<td>0</td>
<td>$18.80</td>
<td>$18.80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$18.80</td>
</tr>
</tbody>
</table>

### Virtual Private Network (VPN) (TCPA Only)

<table>
<thead>
<tr>
<th>Service</th>
<th>Number of VPN Accounts</th>
<th>Cost per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>License</td>
<td>0</td>
<td>$50.68</td>
<td>$50.68</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$50.68</td>
</tr>
</tbody>
</table>

### Recurring VOIP Costs (TCPA Only)

<table>
<thead>
<tr>
<th>Service</th>
<th>Recurring VOIP Accounts</th>
<th>Cost Per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>License</td>
<td>0</td>
<td>$52.69</td>
<td>$52.69</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$52.69</td>
</tr>
</tbody>
</table>

### New VOIP Costs (TCPA Only)

<table>
<thead>
<tr>
<th>Service</th>
<th>New VOIP Accounts</th>
<th>Cost Per Account</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>License</td>
<td>0</td>
<td>$542.29</td>
<td>$542.29</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$542.29</td>
</tr>
<tr>
<td>ISP/Webfilter (TPCA Only)</td>
<td>Oct 1 Student Count</td>
<td>Cost Per Student</td>
<td>Total Cost</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>ISP/Webfilter</td>
<td>0</td>
<td>$8.69</td>
<td>$ -</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wide Area Network (TPCA Only)</th>
<th>WAN Use (1 or 0)</th>
<th>Annual Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wide Area Network (E-rate discount applied)</td>
<td>0</td>
<td>$5,977.24</td>
<td>$ -</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Human Resources**

<table>
<thead>
<tr>
<th>AESOP</th>
<th>AESOP Use (1 or 0)</th>
<th>Annual Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AESOP License (may not be available)</td>
<td>0</td>
<td>$1,500.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Warehouse**

<table>
<thead>
<tr>
<th>Delivery Service</th>
<th>Delivery Service (1 or 0)</th>
<th>Annual Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Service</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Total Exhibit H Service/License Costs:** $10,336.69

Our school chooses the ELPA services below in lieu of receiving ELPA funding directly. **Yes** XX **No**

Our school chooses the Title II-A services below in lieu of receiving Title II-A funding directly. **Yes** XX **No**

---

**Other Items on Ad Hoc Basis (to be billed monthly)**

- Substitute Teacher Jobs (Salary, PERA, Medicare)
- Workers Compensation Insurance Surcharge per Substitute Teacher Day ($3.00 for full day sub/ $1.50 for half-day sub)
- Unemployment Charges
- Transportation Reimbursement (Field Trips)
- Warehouse Orders
- "100 Mile Club" Reimbursement

**Student Services:**

- Hearing and Vision Screenings for Schools under 400 Students: $300 for initial screening; $105 for rechecks
- Hearing and Vision Screenings for Schools over 400 Students: $600 for initial screening; $210 for rechecks
- Truancy Filing ($55/hour)

**State Categorical Aid:**

- 100% of GT money is passed through the charter schools.
- Gifted & Talented Services (Screenings, Consultation and Trainings) Will be provided at actual District cost of $50 per hour.
- ELPA Services - The following services will be provided at no charge in lieu of ELPA funding or may be purchased directly:
  - Summer School ($450/student)
  - ACCESS Data Parent Comm/Reports/Disaggregated Data ($10/student)
  - ACCESS Training
  - Consulting on "As Needed" Basis ($50/hour)
  - Consulting Support Services ($50/hour)
  - ESL Teacher Training 4 Meetings ($350/teacher)
  - Newsletter ($2/Student)
  - Other Non-ESL Literacy Support: Seminars, READ ACT, Compliance, Testing and Literacy ($425/Teacher)
- Parent Meetings ($10/student)
- WAPT - Screening, Input, Electronic Filing, Communication, etc. ($25/student)

**Federal Categorical Aid:**

- Title III, Part A - ELA Enhancement - This money will be passed through to the charter schools on a reimbursement basis after an ELA Plan is pre-approved by the Assistant Superintendent for Priority Schools.

- Title II, Part A - These services will be provided at no charge in lieu of Title II, Part A, Teacher/Principal Quality or may be purchased at actual District cost:
  - In-District Rate Classes from SVVS Fall, Spring and Summer Course Catalogs
  - MTSS/PBIS Support
  - Classroom Management
  - Partners in Education (PIE) Master’s Program Coaching
  - New Teacher Induction/What I Didn’t Learn in College
  - New Administrator Induction
  - Teacher Mentor Training