

**Independence Classical Charter School
Application
Submitted to the Elizabeth School District
August 30, 2024**

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Dear Elizabeth School District Board of Education,

The Founding Board of Independence Classical Charter School is pleased to present this application for a K-8 classical charter school to the Elizabeth School District. This school is known as Independence Classical Charter School. We are requesting a 5-year contract to begin in the fall of 2025. It is our intent to open with grades K-3, adding grades over the subsequent years.

Independence Classical Charter School is a replication charter school modeled after the [Liberty Common Charter School](#). This proposed charter school was selected after an extensive review of charter models by the Elizabeth Board of Education, its district leadership team, and a group of Elizabeth residents in trying to identify a school that would meet the interest and values of its community.

Elizabeth is currently growing at a rate of 10.13% annually and its population has increased by 58.42% since the most recent census (<https://worldpopulationreview.com/us-cities/colorado/elizabeth>). The Colorado State Demography Office projects Elbert County, where Elizabeth is located, will grow by about 30,000 people by 2040. That would more than double the current population, according to a report by Channel 9 News Report titled [Colorado Growth Week: How the small town of Elizabeth plans to retain its charm](#) (Levine, 2019). Without the ability to pass a bond within the community to build a traditional elementary and middle school, the district must find a way to add capacity for students at these levels. As a result, the district began an effort at identifying an educational choice option to enhance opportunities for students while also expanding capacity within the district.

The Founding Committee is led by experienced individuals with a strong educational background and experience with charter schools. The Founding Committee has a strong commitment to the establishment of a classical school in ESD. This founding committee has been in regular contact with district leadership during the development of the charter. This committee will be expanded to include local residents of the Elizabeth community upon receiving charter approval.

This application has been prepared in compliance with the Colorado Revised Statutes §22-30.5-101, et. seq, the Colorado Charter School Act. Consistent with the requirements of this Act, the Colorado Charter School Standard Application Guidebook, and the Colorado League of Charter Schools Quality Standards for Developing Charter Schools, it is our belief this charter school application for Independence Classical Charter School surpasses the requirements of Elizabeth School District and is complete. Should the Board of Education or staff of Elizabeth School District require more details, we will provide the relevant data in a timely fashion.

The charter proposal also meets the legislative intent of the Colorado Charter School Act, of creating school additional options with high, rigorous standards, expanding opportunities for all children, especially those identified as academically low-achieving, and providing different programs, educational techniques, and environments to children.

Community members and parents of young children and students throughout the area are excited by the prospect of having this proven and high-quality program in the community. Our team looks forward to working with the Elizabeth School District throughout this process. For questions or additional information, please contact:

Lydia Todd, Founding Board Member
Independence Classical Charter School
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Contents

A. Executive Summary	5
B. Vision and Mission Statements	6
C. Goals, Objectives, and Pupil Performance Standards	7
D. Educational Program and Standards	8
E. Serving Exceptional and Educationally Disadvantaged Students	9
F. Student Discipline, Expulsion, and Suspension	10
G. Plan for Evaluating Pupil Performance	11
H. Enrollment Policy	12
I. Governance	13
J. Evidence of Support	14
K. Parent and Community Involvement	15
L. Finance and Budget	16
M. Facilities	17
N. Employees	18
O. Insurance Coverage	19
P. Dispute Resolution Process	20
Q. Waivers	21
R. School Management Contracts	22
Appendices	23

A. Executive Summary

1. Vision

With an expectation of comprehensive institutional excellence through fidelity to our founding principles and documents, Independence Classical Charter School will be a premier community of primary and secondary schools characterized by high academic achievement and a growing body of students who know the good, the true, the beautiful, and the perfect according to the tradition of classical-liberal education.

2. Mission

The mission of Independence Classical Charter School is to provide excellence and fairness in education for schoolchildren through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including the Thinking Framework and the values of a democratic society. ICCS recognizes the value of inclusiveness or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from the School's educational offering. ICCS acknowledges the leadership of teachers in the classroom and recognizes the responsibility of each student for his/her academic effort.

3. School Philosophy and Features

The Independence Classical Charter School will replicate the highly successful Liberty Common School. Liberty Common School is a public, tuition-free, classically oriented school, chartered by the Poudre School District in Fort Collins, Colorado, serving students in grades K-12. The founding board has received support and guidance from the leaders of Liberty Common School.

Our Guiding Principles

1. Children yearn for meaning and require a basis of solid contextual **common knowledge** for the development of **mature literacy** and **critical thinking**, for growth and communication in a diverse society.
2. The **educational "playing field" between students of differing backgrounds should be level** to provide all students a basis to the greatest degree practicable upon which they can build further knowledge and to develop the skills necessary to communicate and succeed.
3. The **skills of learning**—reading, writing, speaking, calculating, and thinking—are most meaningfully learned from the knowledge or content of the curriculum, modeling, coaching, and sensible practice.
4. To thrive in work, citizenship, and personal growth, children must be taught the **values of a federal republic, where majorities only rule without infringing on the rights of minorities**.
5. These values include respect for others—their property and rights; responsibility for actions, honesty and justice; resourcefulness—being ready to learn, to serve, and to share.
6. **Inclusiveness** is fundamental in responding to the diverse needs of children and raising academic standards. All parents, regardless of economic status, should be free to choose this educational program for their children.

7. **Teachers are professionals**—which implies considerable autonomy, mastery, and independence. Having accepted the academic and philosophic mission of a school, the teacher needs to be free to exercise informed judgment to fulfill his/her primary role as an educator.
8. The principal determinants of individual academic success are **individual ability and effort**. The policies of the school (grading, discipline, homework, pedagogy) must support the student's adoption of a personal quest for academic growth using the clearly marked path of expectations in knowledge, skill, and character. The guiding philosophy of the school acknowledges that children can and should be held accountable for their own schoolwork and behavior with the support of teachers and parents.

4. Leadership and Governance

The Board of Directors at Independence Classical Charter School consists of three members. The Board sets policies in order to support and maintain the school's mission, goals, and educational philosophy. It designates advisory committees to implement personnel, budgetary, and academic processes that create a consistent educational setting.

The Independence Classical Charter School Board of Directors is informed by the charter between Independence Classical Charter School and its authorizer, the Elizabeth School District.

Board Member Information

Board Member Name	Title	Contact Information
Lydia Todd	Founding Board Member	lyd1271@gmail.com
Denise Carrero	Founding Board Member	carrero007@gmail.com
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B. Vision and Mission Statements

1. Vision

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2. Mission

The mission of Independence Classical Charter School is to provide excellence and fairness in education for schoolchildren through a common foundation by successfully teaching a contextual body of organized knowledge, the skills of learning including the Thinking Framework and the values of a democratic society. The School recognizes the value of inclusiveness or providing access to a broad cross-section of the community, so that students from all backgrounds can benefit from the School's educational offering. The School acknowledges the leadership of teachers in the classroom and recognizes the responsibility of each student for his/her academic effort.

3. Philosophy Statement

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C. Goals, Objectives, and Pupil Performance Standards

Independence Classical Charter School's (ICCS) objectives are:

- To establish an educationally successful, fiscally responsible, inclusive, parent-friendly classical charter school that benefits all students through a cooperative working relationship with the District.
- To continue to develop and maintain a cooperative and productive relationship with the District Board and administration.
- To develop a stimulating and rewarding work environment for teachers and staff of the school.

1. Academic Goals

A. Excellence

ICCS will strive to provide excellence in education for all students. Excellence in education means raising academic standards and success to the levels offered by the best examples. The School will set a goal of 70% or more of the students enrolled continuously after October 1st will meet their typical growth target on iReady. The School has a goal of a mean attainment level of at least 80% comprehension for criterion-referenced Core Knowledge tests for all grade levels. The School's students will meet or exceed all state education standards for content and skills in every year of its operation.

TIMELINE: Annual

B. Fairness

ICCS will strive to provide fairness in education for all students. Fairness in education means providing equality of opportunity to all students regardless of their socioeconomic background. For a complete description of fairness and Core Knowledge see Fairness in Education by E.D. Hirsch, Jr. (Exhibit I). All children are teachable. They all deserve the same quality of schooling, not just the same quantity. Fairness is demonstrated by reducing the standard deviation in student achievement by striving to raise the average score of at-risk students to the mean score for all students. The School has a goal of a 10% annual decrease of the standard deviation for iReady scores in all skill areas over the initial two-year period for new students.

TIMELINE: Annual

C. Performance Standards

ICCS exists to fulfill the students' educational needs. In order that the District can measure the success of the School, the students will be required to take one or more standardized tests currently used by the District. The School will then tabulate the mean test scores in each subject area, cross-referenced by race/ethnic guidelines and gender, as required by State Accountability Guidelines. This will establish the baseline for the School's program. This process will be repeated each year. The School's goals for pupil performance standards are stated under objective A. Excellence and D. Science in the previous subsection. Certain learning-disabled students will be exempted from the standards, and standards relevant to individual situations will be adopted in their place. Such exemptions will become part of the information exchange with the District and will be included in all reports.

2. Organizational Goals

A. Inclusiveness

The School will be responsible for providing all of the educational services for its students, including services for students with special needs, including at-risk and exceptional students. The School has an enrollment goal of the number of students qualifying for the Federal Government's free lunch program being equal to the District mean.

TIMELINE: Annual

B. Model School

The School will seek to replicate **Liberty Common School** and to become a resource for schools and districts in the state, region, and nation who wish to learn more about the Core Knowledge Foundation curriculum, the application of Higher Order Thinking Skills to this curriculum.

TIMELINE: Annual

C. Attendance

The importance of regular attendance cannot be overstated, and the School will strive for consistently high attendance rates. The School will identify and address non-illness-related situations that could prevent or hinder regular attendance. The School will seek to achieve an attendance record that meets or exceeds that of the average elementary/middle school within the District.

TIMELINE: Quarterly

D. Stable Enrollment

In order to benefit the individual child as much as possible, the School will make every effort to maintain a stable enrollment during the term of the Charter. The School will strive for a voluntary re-enrollment rate of 85% of students still residing in the District.

TIMELINE: Annual

E. Discipline

Discipline and classroom disruptions will be handled within the classroom when possible. All other discipline will be handled as per the District Code of Conduct. The School will reserve the right to adopt its own disciplinary code subject to the District's approval, which will not be unreasonably withheld. Students and instructors will be encouraged to respect each other and their surroundings. Corporal punishment will not be used. The goal for instances of second referrals for discipline problems will be 5% or less of the entire student population.

TIMELINE: Annual

D. Educational Program and Standards

1. Educational Philosophy and Culture

Assumptions about how one learns, the purposes and goals of learning, and what constitutes effective teaching defines an educational philosophy. The School's educational philosophy is *agency education*. It informs our decisions on how knowledge, skills and democratic values should be taught and how students, parents and teachers should work together to accomplish that part of education that occurs in schooling.

Agency education has as its metaphor a journey. The journey is the individual's own quest in life and includes responsibility for one's own education, which is a lifelong endeavor. The purpose of a liberal education is to lead young people on just such an odyssey of the mind and heart, which is to lead them to self-reliance. The classical allegories for a liberal education, such as the journeys of Odysseus, Aeneas, and Faust, represent a journey of the soul from one's particular time, place, and attachments to the universal and back again. The beauty of this journey is its applicability to the actual development of mind, heart, skills and knowledge in each child.

Children begin their cognitive development by first developing a broad framework of knowledge through early acquisitional curiosity, much like they acquire their early spoken vocabulary. After they have gained a wide familiarity with literature, history, science, math, music, people, and places, as one does in the early years of Core Knowledge, they begin to appreciate patterns and forms. Following this, particularly when trained in Higher Order Thinking, or Habits of Mind, the student is able to engage in mental modeling, which is possible only when one's broad background knowledge allows her/him to associate ideas and to observe patterns. By continuing the habits of mind, and the search for patterns, discernment is applied to deeper levels of knowledge, enabling one to solve problems and exercise judgment.

The beginnings of the moral journey are along a similar course. At first the focus is obedience to parental authority. Later the child focuses on rules, or the required patterns of expectation. As in writing or thinking, it is only through the formation of good habits that the ability to act, and act wisely becomes instinctive. As those habits become more and more internalized, the student journeys closer to self-reliance.

2. Curriculum

Independence Classical Charter School, like Liberty Common, will follow the **Core Knowledge Sequence®** in grades k-8. This curriculum encompasses language arts, mathematics, science, history, geography, fine arts, and physical education.

Core Knowledge is founded on the idea that the ease with which one learns new information is highly determined by the amount of background knowledge one has already learned on a given topic. The more you know, the more you can learn. Reading with comprehension, speaking and writing fluently, and critical thinking all rely on a rich vocabulary and broad knowledge base.

The curriculum is characterized by knowledge that is:

- Context-rich – lasting, unchanging knowledge such as important events of world history.
- Cumulative – a planned progression building on students’ previous knowledge and eliminating excessive repetition and gaps.
- Content-specific – clearly defined knowledge at each grade level, ensuring fairness for all.
- Coherent – explicit knowledge identifies what children should learn at each grade level to ensure an articulated approach to building knowledge across all grade levels.

The Core Knowledge Sequence will be the curriculum. Expansions of the curriculum, including Colorado History and foreign language will be determined by the BOD. In addition, the School will use an expanded science curriculum that includes the benchmarks put forth by the American Association for the Advancement of Science, Project 2061, and the Colorado Model Content Standards for Science. This effort has the explicit support of Dr. E. D. Hirsch, Jr., founder of the Core Knowledge Foundation.

Singapore Math

Singapore Math is a cohesive, deep, and focused mathematics curriculum designed to develop algebraic thinking for kindergarten through seventh grade. In typical U.S. math programs, students get a worked example and solve problems that very closely follow that example, repeating all the same steps with different numbers.

In Singapore math, students must think through concepts and apply them in new ways from the very start. Since they can’t rely on simple replication, students are pushed to greater engagement and broader thinking. In U.S. math programs, concepts and skills are more compartmentalized within and across grade levels than in Singapore math, where a strong sense of connectivity to past learning is woven throughout.

Singapore math not only helps students become more successful problem solvers, but it also helps them gain a sense of confidence and resourcefulness because it insists on conceptual depth. This naturally prepares students to excel in more advanced math.

Mos Maiorum

Mos maiorum; meaning “in the custom of our ancestors,” is a Latin term used at Liberty Common School to define the deepest roots of intellectual tradition – art, music, physical education, and Latin.

In *mos-maiorum* subjects, Liberty students inherit ideas and skills refined by their intellectual forebears, preserved, and tested by time. Reviving the ancient label better honors proven, classical teaching strategies toward cross-curricular coordination.

Character Education

Academic and personal integrity are essential to the success of our educational mission. The school helps parents develop the student’s intellect and character by grounding them in strong morals and responsible citizenship. Similar to Liberty Common, Independence Classical Charter School will invest character education into the lives of its students, providing scholars with the moral tools needed to live in a democratic republic and share in common virtues.

Foundation Stones

Independence Classical Charter School will define a standard of behavior using seven foundation stones (emphasized in grades k-6) and six capstone virtues at the junior-high outlined below to help students internalize virtuous character based on moral habits.

Respect: Showing consideration for others and their property; listening to and following instructions of those in authority; honoring others.

Responsibility: Doing what we have said we will do; being accountable for our actions and consequences because we know right from wrong; being dependable.

Self-Control: Taking charge of our actions and feelings, even in difficult situations; making good and right decisions; being able to deal promptly with problems.

Cooperation: Using skills to contribute to the common good, serving others with patience and a positive attitude.

Citizenship: Using the rights and privileges one has as a member of the community to make that community a better place.

Integrity: Knowing the difference between right and wrong and having the courage to do what is right, even when it is not easy to do so.

Perseverance: Sticking to a purpose and never giving up on what one has to do; being determined to improve; being committed to justice.

Capstone Virtues

Character education expands to include six capstone virtues and the Keystone Virtue of Wisdom. These capstones are fundamental virtues indicating honor and maturity. These qualities are studied and advanced through rich literature and biographical examples. They are also reinforced through dedicated character assemblies and serve as the pillars of the school's House System.

Prudence: Predicated upon practical reason, prudence entails discernment of the true good surrounding every situation and seeks the moral means of achieving it.

Temperance: Restraint in passions of ambition and pleasure. Temperance places intellect, balance, and reason above impulsiveness, setting limits in order to attain that which is honorable.

Justice: Balance between self-interest and the rights of others. Justice entails a mature appreciation of what is due another, whether among equals, superiors, or subordinates.

Fortitude: Fortitude includes forbearance, endurance, and the ability to withstand fear, uncertainty, or intimidation. It is the strength to defend what is good.

Gratitude: An inclination to express thankfulness and gratefulness to others for their gifts and gestures of kindness; gratitude kindles virtue in both ourselves and others.

Patriotism: Devotion and dedication to the country – allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with Liberty and justice for all.

Wisdom - The LCHS Keystone Virtue: The soundness of an action or decision with regard to the application of experience, knowledge, and good judgment.

3. Instruction

The skills of learning, namely, reading, writing, speaking, listening, calculating, problem solving, and exercising critical judgment, are best taught through the content of a body of organized knowledge. The development of literacy will be one of the primary aims and focuses of effort in the School. This will include a great deal of reading from a variety of both fiction and non-fiction primary literature. Particularly in the early grades, the School will emphasize reading and more reading. In the early grades, students will receive explicit, systematic phonemic awareness and phonics instruction. Children will be provided deliberate, coherent, direct instruction in letter-sound correspondence. Practices which teach children to rely on word-memorization (the look-say method) and guessing (through illustration and/or context) will be avoided.

Mature literacy develops as students become acquainted with a broad and rich body of knowledge and become familiar with many well-written, diverse and meaningful works of literature. The literature suggested by the Core Knowledge Sequence, as well as other literature that will be introduced, is chosen not only for its place in the core body of knowledge, its multi-cultural representation, and its rich use of language, but also because it provides access to deeper meaning of universal human problems, particularly those which preoccupy children's minds.

The School will acknowledge the central role of language in thought and action. The School's students will be taught to write and speak through example and sensible practice. Grammar, logic, and real spelling learned from real literature will be part of these skills.

The School will teach Higher Order Thinking skills not as a stand-alone course, but rather as instruction integrated within the content. Students often receive knowledge disconnected from features that make it understandable and meaningful. For instance, in math it is common to learn concepts without knowing their purposes. When you study history, you frequently find scant attention paid to the evidence underlying an historical fact or interpretation. Students may come to know something about history, but not much about historical thinking. Science instruction routinely pays insufficient attention to examples and images that make the concepts under study concrete and impart an intuitive grasp of them. Contemporary research shows that instruction offered in one context often does not transfer to other contexts. The School will use a Habits of the Mind framework to teach the Core Knowledge curriculum, within the context of these summative statements:

- The School has a philosophy of developing skills for all students.
- Students will learn to **know, understand, and use** knowledge across the curriculum.
- In addition, student will develop skills of **patterning (likeness/difference), modeling (reproducing) and creating (producing uniqueness)** across the curriculum.
- The end result will be that the students will absorb the curriculum thoroughly as well as develop thinking skills to be life-long learners.

Additionally, the School will teach the more specific critical thinking skills unique to each discipline, called "Habits of Mind." The Habits of Mind to be taught for scientific literacy are found in Benchmarks for Scientific Literacy from the American Association for the Advancement of Science. The Habits of Mind for historical literacy are found in the book by the same title, which is a report of the Bradley Commission on History. The Habits of Mind for math literacy are identified in "Children's Mathematical Development".

The development of skills requires time, thought and active engagement of the visual and verbal imagination. The School will encourage students replace non-instructional television watching, which is passive and discourages creative play, with the myriads of activities which will foster the development of imagination and skills. Because television viewing is diametrically opposed to reading, may stifle cognitive development and imagination, trivializes information, undermines values, distorts cause and effect, and is unable to portray thought, the School will discourage excessive (greater than 10 hours per week) of viewing.

4. Supplemental Programs, Specials or Electives

In accordance with our school's philosophy, elective courses are to be developed and offered to students with three principles in mind:

Academic: In *The Schools We Need and Why We Don't Have Them*, Dr. E.D. Hirsch states, "Having received foundational knowledge and skill (in the early grades) students can follow more varied and intensive strands of academic and vocational study according to their interests and abilities." At INDEPENDENCE CLASSICAL CHARTER SCHOOL, the elective courses are the avenue for this.

Thinking Framework: By grade 7, we want to provide opportunities for students to develop the 4th order thinking skills—creativity and problem solving. This is a productive effort requiring both discipline and knowledge and is the goal of agency education, the journey toward self-reliance.

Physical Development: Students in their early teenage years undergo tremendous changes. Many require controlled, physical outlets for the energy associated with their hormone fluctuations. Training both the mind and the body are fundamental components of a classical education.

Independence Classical Charter School will offer a range of academic electives that appeal to a variety of student interests and provide opportunities for creativity, problem solving, and physical activity. The class registration process should encourage students to select a range of different electives to achieve a balanced course schedule.

5. Professional Development

Individual Professional Development Plans

Independence Classical Charter School provides professional development for all teachers. Teachers are provided research-based professional development, based on school improvement goals, and will meet in professional learning communities regularly as grade level teams, to analyze student data, and design units and accompanying lessons. The Head of School will help assess and provide professional development to teachers specific to the needs of the school. New and experienced teachers will be taught to expand upon their initial knowledge base in reading instruction in order to refine their

instructional delivery and increase their effectiveness. Teachers will meet with administrators, after benchmarks and testing assessment periods, to analyze student progress and develop an action plan. Finally, staff will be trained to support the instruction of classical materials within Core Knowledge and the implementation and delivery of the Literacy Essentials program through required professional development prior to the opening of the school.

General Expectations

Teachers at Independence Classical Charter School are expected to possess a degree in a subject such as literature, history, mathematics, science, or an equivalent core subject that indicates a mastery of their discipline. They must have the ability to convey knowledge to young people.

Independence Classical Charter School uses the Core Knowledge sequence as a framework, leaving the teacher with significant autonomy but also significant responsibility to shape day-to-day lesson plans. Classes in each grade will share the same curriculum maps adopted by other Classical schools; there will be some variation from teacher to teacher, but not a wide divergence in pace or approach.

At the elementary level, the classroom teacher is the primary teacher, but students will be taught Latin by a classicist (grade 6), and art, PE, and music by arts, or “specials,” faculty members.

Prospective teachers are expected to have and maintain an intellectual life and be capable of discussing major topics within the scope of a liberal arts curriculum.

The work environment at Independence Classical Charter School is collegial, with teachers frequently participating in extracurricular activities ranging from reading groups with fellow teachers to chaperoning clubs and dances for students.

Individual professional development plans will be administered by the Head of School, developed in collaboration with the teachers and the Director of Curriculum and Instruction, as needed.

First Year Professional Training

In August, immediately prior to the opening of the school, Independence Classical Charter School will provide a 14-day professional development program for the new teaching staff.

Independence Classical Charter School Professional On-Site Training

This training will include a 10-day professional development program provided by content specialists and master teachers from other Independence Classical Charter School schools. Independence Classical Charter School’s teacher training agenda is as follows:

- Day 1: Philosophical Foundations of Classical Education; Overview of Core Knowledge
- Day 2: Academic Policies; Classroom Management
- Day 3: Science; History
- Days 4-5: Math
- Day 6: Grammar; Composition; K-6 Literature
- Days 7-10: K-6 Phonics/Spelling/Handwriting; 7-10 Literature (Day 7 only); Latin (Day 7 only)

Instruction in the teaching of Core Knowledge and Singapore math is included, including the philosophy and design methodology of these programs. The sequence may change depending upon scheduling. After the intensive initial specialized training, an additional five to six days of professional development

are conducted so that the teaching staff can coordinate within grade levels and within disciplines.

The Student Services Team will ensure that as a part of this professional development time, the teachers, staff and administrators have training in meeting the needs of special education, English language learners, gifted and talented, and those students with Section 504 plans. This includes the process of identification, assessment, developing a plan, monitoring, and evaluation.

SUBSEQUENT YEARS

Professional development topics for subsequent years will depend on the needs of the staff, based on their feedback and assessments from the school leadership team and the Director of Curriculum and Instruction. Teaching faculty may participate in training at other Independence Classical Charter School, with staff from those other schools.

Additional professional development topics include:

General

- Foundations of Classical Education
- Classical Education Foundations and Moral Philosophy
- Culture, Discipline, and Classroom Management

History

- Teaching Elementary Topics
- Teaching the American Founding
- Teaching the U.S. Constitution

English / Literature

- Literacy Essentials “201”
- Grammar
- Composition
- Cultivating the Moral Imagination of Young People
- Teaching Elementary Literature (Example: Tom Sawyer)
- Teaching Poetry

Latin

- Latin for Everyone
- Building Classroom Resources for Beginning Latin and Beyond
- Latin Prep and Exams
- National Junior Classical League

Math

- Teaching Mathematics Instructional Philosophy
- Teaching Singapore Math
- Teaching Pre-Algebra

Science

- Science Instructional Philosophy

Music/Art

- Ideas for Curriculum Planning, Lesson Content, and Assessment within Music Courses
- Integrating Music within the Arts and Other Subjects
- Growing your Music/Art Program
- Learning Theory: Master Teacher Profile

Teachers, staff, and parents are invited to visit other Classical Academies and other classical schools to see how established classical schools function. The professional development program has the following general structure:

- Needs assessment
- Goal setting
- Improvement
- Assessment

The Head of School will provide feedback to teachers and staff throughout the year. This will be facilitated by frequent “drop-in” observations, informal observations, and formal observations. Department heads and teachers will also observe and provide feedback to teachers throughout the year. Independence Classical Charter School will have master teachers from other schools support and provide specific training for teachers, based on the needs of the campus.

Teachers are required to post their lessons plans for review by school leadership and the Director of Curriculum and Instruction. These plans are reviewed to ensure teachers are properly pacing content and to identify areas that teaching faculty may need additional support. These reviews also allow the school to monitor the academic program to ensure the school is able to continue monitoring and improving the program.

Part of the staff development program at Independence Classical Charter School will include the cultivation of intellectual collegiality amongst the teaching staff. Once a month, the faculty will meet to discuss a text that has been provided to them beforehand. Sometimes these texts have an obvious connection with teaching and learning, but occasionally the piece is simply read because it is interesting or especially well written. The point of the discussion is often less about the text than about fostering discussion between the veteran Independence Classical Charter School faculty and its newest members.

Teachers should participate in weekly conversations because, in nuanced and subtle ways, these exercises will bear fruit in their classrooms. It is also important that faculty have an intellectual outlet and are not consumed by the grind that can be the first year of teaching at a school like Independence Classical Charter School, the following a representative list of the types of articles that may be discussed:

- Augustine. “The Teacher,” in *Against the Academicians and The Teacher*. Indianapolis: Hackett Publishing, 1995.
- Esolen, Anthony. *Ten Ways to Destroy the Imagination of Your Child*. Wilmington, Delaware: ISI Books. 2010.
- Hicks, David V. *Norms & Nobility*. Lanham, MD: University Press of America. 2009.
- Highet, Gilbert. *The Art of Teaching*. New York: Vintage Books. 1989.
- Huxley, Aldous. “Knowledge and Understanding,” in *Complete Essays*, Volume V, 1939-1956. Chicago: Ivan R. Dee, 2002.
- Mansfield, Harvey C. “Science and Non-Science in Liberal Education,” in *The New Atlantis*, Summer 2013.

- Murray, Charles. *The Europe Syndrome and the Challenge to American Exceptionalism*. <http://www.american.com/archive/2009/march-2009/the-europe-syndrome-and-the-challenge-toamerican-exceptionalism> (accessed on 23 January 2014).
- Nelson, Robert H. "The Secular Religions of Progress," in *The New Atlantis*, Summer 2013.
- Newman, John Henry. *The Idea of a University*, chapters 5-7. Notre Dame: University of Notre Dame Press, 1982.
- Oakeshott, Michael. "A Place of Learning," in *The Voice of Liberal Learning*. Indianapolis: Liberty Fund, 2001.
- Oakeshott, Michael. "The Voice of Conversation in the Education of Mankind," in *What is History and Other Essays*. Charlottesville, VA: Imprint Academic, 2004.
- Orwell, George. "Notes on Nationalism," in *Essays*. New York: Everyman's Library, 2002.
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Participation in Colloquia and Humanities Day will also be encouraged.

Some additional sample resources for veteran teachers include the following:

The Colorado Council for Economic Education (CCEE)/Economic Literacy Colorado provides economic and personal financial literacy (PFL) programs for Colorado K-8 teachers and students. Throughout the year, CCEE offers classes that enable teachers to help students meet Colorado's Academic Standards in both Economics and PFL. Participants receive solid economic content, engaging pedagogical practices, as well as state-of-the-art teaching resources / materials. These courses are usually offered with the option of graduate-level continuing education credit for teachers.

These professional development programs are designed to include both content and pedagogy. The daylong seminars engage teachers with leading academics on important constitutional principles, historical events, and Supreme Court rulings. Led by a Master Teacher, teachers explore ways to bring knowledge to the classroom using Bill of Rights Institute materials and teaching strategies. Each participant in the one-day programs is given a professional development certificate showing completion of 6 contact hours of instruction. State and local requirements for continuing education credits vary widely, but the Bill of Rights institute is happy to provide any documentation that a participating teacher may need to satisfy these requirements.

6. Annual Calendar & Daily Schedule

I. TYPICAL SCHOOL DAY AND WEEK

Teacher Instructional Time - 30 hours, 15 minutes

2nd Grade

Child's Instructional Time - 32 hours

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 - 8:30	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening	D.O.L. Opening
8:30 - 9:00	Phonics	Phonics	Phonics	Phonics	Phonics
9:00 - 10:00	Reading Practice Writing T.A. assisting 1 hr.	Reading Practice Writing T.A. assisting 1 hr.	Reading Practice Writing T.A. assisting 1 hr.	Reading Practice Writing T.A. assisting 1 hr.	Reading Practice Writing T.A. assisting 1 hr.
10:00 - 10:15	Recess	Recess	Recess	Recess	Recess
10:15 - 11:15	Math	Math	Math	Math	Writing
11:15 - 12:15	Science	Science TA assisting 25 min.	Science TA assisting 25 min.	Science TA assisting 25 min.	World/Amer. Civ. & Geography
12:15 - 1:00	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess
1:00 - 1:45	MUSIC Grade Level Teachers Planning Together	ART Grade Level Teachers Planning Together	P.E. Individual Teacher Planning Time	Primary Teacher observing Science Specialist 1:00 - 3:00 T.A. COVERS CLASS	Science Specialist Observing Primary Teacher teaching science 1:00 - 3:00
1:45 - 2:00	Recess	Recess	Recess	Recess (with TA)	Recess
2:00 - 3:00	World or American Civilization Geography	World or American Civilization Geography	World or American Civilization Geography	Primary Teacher observing Math Specialist 1:00 - 3:00 T.A. COVERS CLASS	Math Specialist Observing Primary Teacher teaching science 1:00 - 3:00
3:00 - 3:30	Guest Reader reading Curr. Literature	Guest Reader reading Curr. Literature	Guest Reader reading Curr. Literature	Guest Reader reading Curr. Literature	Guest Reader reading Curr. Literature
3:30 - 5:00	Head Master Mentoring	Seminar	Parent Conferences	Upper Grade Specialist mentoring Primary Teacher	

TA - 8 hours, 20 minutes per week

Teacher Planning Time
2 hours, 15 minutes

Mentoring Time - 7 hours per week

E. Serving Exceptional and Educationally Disadvantaged Students

1. Serving Students with Special and Diverse Needs: Program Administration

Many titles are given to students who struggle in school: exceptional, at-risk, special, IEP, 504, disadvantaged, etc. To simplify the language in the section of this application, this application will collectively name them “exceptional,” but will describe its approach to each group individually within its section within this part of the application.

Overview

Independence Classical Charter School, is committed to serving all students who are willing to work hard to be successful in the program. This commitment extends to all students in the school including those who have physical, emotional, behavioral, learning, and other disabilities, those students with exceptional academic capabilities, and those who may simply lack the academic or behavioral knowledge and skill needed to independently access the general education program. Simply, the school has the same vision for exceptional students as other students, which is to develop within them the intellectual and personal habits and skills which will lead them to live responsible, independent and productive lives.

Commitment

Independence Classical Charter School is committed to serving ALL students in their efforts to develop within themselves, the intellectual, personal habits and skills upon which they will build responsible, independent and productive lives:

- Both by law and intent, Independence Classical Charter School will work to ensure that all students progress towards academic independence.
- Independence Classical Charter School is committed to providing ALL students with a free appropriate public education (FAPE) in the least restrictive environment with data-driven specialized instruction throughout the school setting.
- Independence Classical Charter School knows federal and state laws governing the instruction and support of students with disabilities, including the Individual with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Colorado Exceptional Children’s Education Act.
- The school uses a comprehensive, whole school, data-driven approach to identify, instruct, support, and assess students, including exceptional students.
- Independence Classical Charter School accommodates the different learning styles and the needs of all students so that they make progress towards academic independence and successfully transition to their preferred career, training, and independent living plans after they complete their education.

Exceptional Student Programs

The student services team at Independence Classical Charter School provides formal and informal support programs under all federal, state, and/or local laws, policies, and guidelines for the following groups of students:

- Students with Individualized Education Plans (IEPs),
- Students with Section 504 plans (504),
- English Language Learners (ELL),
- Gifted and Talented with Advanced Learning Plans (GT/ALP),
- Students identified as at-risk.

Programming and Support for Exceptional Students

Identification and Planning

Independence Classical Charter School decisions about providing access to Level 4 interventions and supports are made when one or more of the following events occur:

- The student enrolls with an existing and current IEP or 504;
- The student does not make progress when exposed to best first instruction or in response to
- Tier 1-3 interventions; or
- Parents request an evaluation (often after outside evaluation has occurred).

For students who arrive at school with an IEP or 504 plan, Independence Classical Charter School will follow the student's plan and will make adjustments as needed in collaboration with teachers and parents. Sometimes, this means conducting a new evaluation as changes in placement (e.g., a new school) can have a significant impact on a student's ability to access the general education program. For students who are not making progress via interventions or whose parents request a formal evaluation, the student services team will execute an evaluation that consists of observations and assessments selected to identify suspected academic and/or functional deficits.

Once an evaluation is complete, the team will meet to discuss findings and to determine if the student qualifies for a formal special education or a 504 program. If the student qualifies for an IEP, the team will also identify the goals, accommodations, and services that will best help the student progress towards independence. If they qualify for a 504, the team will identify accommodations and supports to help the student access the general education program. The student services team will also identify disabilities and place the student in formal programs (IEP, 504, ELL, GT, etc.) as needed. Depending on the suspected nature of the student's deficit(s), the evaluation, qualification, identification and program design will take anywhere from a few days up to 60 days if the student demonstrates more complex cognitive, communication, academic, health, social/behavioral and/or motor skill issues affecting their ability to independently access the general education program at Independence Classical Charter. Note that for all exceptional students, Independence Classical Charter School will follow federal, state and authorizer requirements for all evaluations, eligibility, programming, and assessment processes.

Program Quality

To ensure that the programs developed and operated by the Independence Classical Charter School student service team meet legal and academic requirements, the school will:

- Use Data: By law, design, and intent, data must be used to make decisions about student placement, specialized and differentiated programming, and progress. Data will be sourced from state testing, normative assessments, screeners, curriculum-based measures, progress monitoring, evaluation specific tests, work samples, teacher feedback and observations. Independence Classical Charter School will use the following assessments (note that the list changes as students and programs progress):

- Colorado Measures for Success (CMAS)
- CoAlt Science and Social Studies
- CoAlt ELA and Mathematics (DLM)
- Colorado NAEP
- WIDA ACCESS for ELLs
- Colorado Gifted and Talented test (CoGAT)
- Colorado Spanish Language Arts Assessment
- iReady
- Informal assessments such as:
 - Lesson plans, unit plans, instructional materials, and resources
 - Student work, student records, progress reports, and grading
 - Formative and summative assessments
 - Interactions with students and their families
 - Communication logs
 - Student surveys and family, parent, school, and community feedback
 - Classroom observations and feedback
- Provide a Free and Appropriate Public Education (FAPE): The programming provided by student services must ensure that students receive a free and appropriate education. This means that students with formal support programs (IEP and 504) must have access to the same expectations that the school has for all students while their needs are also covered by specially designed instruction and services (IEP) and accommodations (IEP and 504). In addition, students must be placed in the least-restrictive environment, which means that they must be placed in the general education environment with non-disabled peers as much as possible. At Independence Classical Charter, the intent is to ensure that through instruction, support, and practice, students with formal programs work in their general education classrooms at least 80 percent of their time at school by ensuring that their program is fully implemented by trained teachers and specialists, that accommodations and modifications are implemented with fidelity, and that students aged 15 and above have robust plans for their transition to the post-K12 life.
- Deliver a Continuum of Services: Independence Classical Charter School can support students who can work in their classrooms from 40-100 percent of the school day regardless of their disability category. The Local Education Agency (LEA) supports students with more significant needs and who require modified instruction. To confirm placement, students' progress will continue to be monitored and reported at least quarterly. If progress isn't made, programming will become more intense in services and goals and may also be expanded (e.g., to include functional behavior assessment and programming, executive functioning, etc.).

Programming to Support Exceptional Students

Federal, state, and local laws require LEAs and schools categorize students into a variety of programs including special education (IEP), 504, English Language Learner (ELL), Gifted and Talented (GT), and At-Risk (e.g., READ plan, general lack of progress, etc.). Independence Classical Charter School will develop, execute, assess, and adjust programming using research-based practices and evidence-based programming (where possible) for each student regardless of their specific program. Note that it will do this in accordance with student needs and school expectations as well as all applicable federal and state laws as well as district requirements.

2. Serving Student with Special Needs: Students with Individualized Education Plans (IEPs) and 504 Plans

Serving Students with Individualized Education Plans (IEPs)

As public schools, charter schools have open lotteries and must provide appropriate special education services as needed by students with disabilities. Independence Classical Charter School welcomes, and will identify, instruct, assess, and accommodate students per the requirements of the Individuals with Disabilities Education Act (IDEA) as well as state and district requirements to provide a free and appropriate education for any student with an identified disability that affects their ability to fully engage in the educational program at Independence Classical Charter.

As a charter school, Independence Classical Charter School uses a lottery system to identify students for enrollment. Therefore, based on selection by a random lottery, the school will accept any student with an IEP within boundaries set by the authorizer. ICCS expects students to arrive with existing district IEPs, out-of-district IEPs (from both in-state districts as well as out-of-state districts), Individual Service Plans (non-binding IEPs created by private schools with district support), and/or with evident needs (e.g., a doctor's diagnosis of ADHD or Autism Spectrum Disorder) for special education support. Existing IEPs will be accepted, implemented, and updated as needed through IEP amendments through the existing period for the IEP. In- and out-of-state IEPs will be accepted and modified through the required student IEP transfer process and amendments once the IEP is accepted. Students identified as possibly needing special education support will be evaluated and programs designed per federal, state, and LEA requirements for initial IEP evaluations.

Individualized Education Program (IEP Components)

Each Independence Classical Charter School IEP will include the following federal and state required components as well as any requirements specifically required by the LEA:

- The student's present levels of academic achievement and functional performance, describing how the student is currently doing in school and how the student's disability affects his or her involvement and progress in the general curriculum.
- Annual goals for the student, meaning what parents and the school team think he or she can reasonably accomplish in a year.
- The special education and related services to be provided to the student, including supplementary aids and services (such as a communication service) and changes to the program or support for school personnel.
- Accommodations that mitigate the impact of a student's disability on their ability to independently access the academic program as well as more accurately demonstrate their level of mastery of knowledge and skills.
- How much of the day the student will be educated separately from nondisabled students or not participate in extracurricular or other nonacademic activities such as lunch or clubs (called extent of nonparticipation).
- How (and if) the student is to participate in state assessments, including what modifications to tests the student needs.
- Service delivery details, such as when accommodations and services begin, how often they will be provided, where they will be provided, and how long they will last.
- How school personnel will measure the student's progress toward the annual goals.
- For students who are or who will turn 15 during the IEP year, the IEP will also contain goals and services to support planning for the college and/or career transition.

In terms of focus and tone, and understanding that parents and students are critical elements in ensuring that the IEP is successful, the IEP team will write the IEP to ensure that parents, the student, and IEP team can both understand and execute it. Once the IEP has been finalized, the special education coordinator and teacher will provide a copy to parents and will also share the student's goals, accommodations, and services with classroom teachers via a secure, online, school-based system. In addition, students with IEPs (especially in upper school) will be provided with copies of their accommodations to help develop their self-advocacy. Each student's IEP will be reviewed at least annually. The student will be re-qualified for special education support at least every three years. The IEP will end no later than when the student graduates from school. As important as the official schedule, the student services team will frequently contact parents to gain their perspective on their student's progress under the IEP. This can include informal discussions via email, text, telephone, and face-to-face as wanted or needed by any member of the student's IEP team.

Special Education Instructional Programs and Practices

In full compliance with IDEA, Independence Classical Charter School is committed to providing a continuum of services in the least restrictive environment that is appropriate to the individual student's needs. Because best first instruction occurs in the classroom, Independence Classical Charter School will focus on educating special education students in the mainstream classroom. The student services coordinator, specialists, interventionists, and paraprofessionals, and teachers will work with regular classroom teachers to provide effective instruction, accommodations and modifications, and support for special education students so that they achieve their IEP goals and so become more independent students. For example, depending on the disability, a student's IEP might include accommodations such as oral testing, extended time, alternative formats, human readers and scribes to ensure that students can both learn and demonstrate their knowledge and skill accurately. At the same time, to ensure that Independence Classical Charter School provides instruction, practice, and support for all identified areas of need, students may also require pullout from the general education classroom(s) to work with the special education teacher and specialists such as the speech language pathologist, mental health provider, occupational therapist, and interventionists. In addition, students may work with special education teachers and paraprofessionals to increase their instruction and practice time with content and functional skills. To minimize the impact of these pullouts, Independence Classical Charter School will pull students from art, music, PE, and/or study hall (note that Independence Classical Charter School expects that students who miss art, music, and PE will have the chance to participate in these classes at least part of the year by switching the pullout times between music/art and PE the semester break). In general, Independence Classical Charter School's goal will be to ensure that students with IEPs will work in their classrooms at least 80 percent of the school day with the school's preference to be more than 90 percent of each day. In the event the student requires more out-of-classroom instruction and practice, the IEP team will work to minimize disruption to the student's participation in core content classes.

Assessing and Monitoring the Progress of Special Education Students

As with all students, special education students' progress is monitored using a variety of assessments including curriculum-based, teacher-made, standardized and district and state assessments (e.g., CMAS). At Independence Classical Charter School, all students with IEPs will have an annual meeting which includes parents, special education teacher, the general education teacher, and Student Services Director) at which the data are reviewed to confirm the student's progress towards achieving IEP goals as well as academic independence. At the meeting, instructional strategies, goals, accommodations, and services may be adjusted. Strategies may be refined or modified based on the student's progress. Note that a parent or the special education teacher may submit a special request to have a student, and their IEP reviewed, re-evaluated, reviewed or modified before the annual evaluation with the agreement of

the parent. Amendments to an IEP can occur at any time and can be held with or without a formal meeting at the parents' discretion. Also, each student will undergo a complete re-evaluation every three years to confirm their continued eligibility for special education. Finally, the special education teacher will send home quarterly progress reports that document the student's progress towards his or her IEP goals.

Non-Supported Special Education Students

In the event that Independence Classical Charter School believes that a student's disability or disabilities will make it impossible for the student to access the academic program at Independence Classical Charter School even with the support of an IEP, the school will work with the LEA, parents, and specialists to confirm whether Independence Classical Charter School can enroll the student. In the event that the LEA confirms that Independence Classical Charter School should not enroll the student, the LEA will provide services for that child.

The charter school will work cooperatively with the district to evaluate the needs of students. Should a student needs require services not able to be provided at the charter school, the district and the charter will work together to determine the appropriate placement for the student.

Special Education (IEP) Summary

COMPONENT	DESCRIPTION
Relevant Law	• Federal: Individuals with Disabilities Education Act (IDEA): Part B Regulations effective December 31, 2008. • Exceptional Children's Education Act (ECEA): Most recent update became effective March 1, 2016.
Number of students with IEPs	Approximately 10% of the student population (+/- 50 students within two years). 60-65 percent will be in grammar school with balance being in the upper school.
Expected most common disabilities	The team will support any disability. Based on experience in other classical schools, expects that the most common disabilities will include communication/language, academic, other health impairments, executive functioning, motor skills, and autism spectrum disorder.
Initial intervention components	Academic, mental health, communication/language, occupational therapy, phonics, fluency, comprehension, arithmetic, pre-algebra, handwriting, sentence-building, longer form writing (e.g., 5 paragraph essay), executive functioning, note-taking, study habits for assessments, working memory and processing speed.
Curriculum components	Orton-Gillingham-based programs - Literacy Essentials (phonics, spelling, handwriting), Lindamood-Bell (phonics), Read Naturally (fluency), McCall-Crabbs (comprehension), Singapore Math, & teacher-made content.

Support team	Special education coordinator (licensed), special education teacher (licensed), mental health provider, occupational therapist, speech language pathologist (licensed), reading interventionist(s), paraprofessionals (Bachelor's with education experience), career and college coordinator, district experts in assistive technology, audiology, vision, etc., assessment coordinator.
Evaluation/Assessment Tools	Cognitive, communication, academic, social/behavior, health, and motor skill assessments such as WISC-5, CELF-5, GFTA-3, OWLS-2, WIAT-3, BASIC-3, BRIEF, Bruininks-Oseretsky Test of Motor Skills, ASD evaluation tools, curriculum-based measurement, teacher-made assessments, and others as indicated by specific student characteristics, evaluations provided by outside experts (e.g., behavior specialist, psychiatrist, etc.).
Assessment schedule	At least quarterly or as described in a student's IEP.
Training	The professional development focus for Independence Classical Charter School will be to develop the student services team and when appropriate classroom teacher's ability to provide reading, arithmetic, and writing interventions, functional interventions for behavior, executive functioning, studying, test taking, working memory/processing speed, and disability specific expertise such as autism spectrum disorders, dyslexia, and post-traumatic stress disorder (PTSD).
Reporting schedule	Quarterly or as needed/wanted by parents/team
Exit Timeframe	When academically independent.

Serving Students with Section 504 Plans

This type of plan falls under Section 504 of the Rehabilitation Act of 1973, which is the part of federal civil rights law that prohibits discrimination against public school students with disabilities. A 504 Plan defines a person with a disability as someone who has a physical or mental impairment that substantially limits one or more major life activity (such as reading or concentrating). In addition, they must have a record of the impairment (e.g., an evaluation provided by a medical doctor). Also, the impairment or significant difficulty can't be temporary and must be shown to impact their ability to fully participate in school. Like an IEP, each 504 Plan outlines how a child's specific needs are met with accommodations and modifications to mitigate barriers to learning. Note that Section 504 defines "disability" in very broad terms, which is why children who are not eligible for an IEP may often qualify for a 504 plan.

Once a student's 504 plan has been finalized, the 504 coordinator and teacher will provide a copy to parents and will also share the student's goals, accommodations, and services with classroom teachers via a secure, online, school-based share.

Identifying and Determining Eligibility for 504 Students

Independence Classical Charter School will identify 504 students through a referral from parents, school staff, community agencies, medical providers, the student, and/or other concerned parties. This referral will be made or delivered to the school's 504 coordinator. Upon receipt of the referral, the 504 coordinator will work with parents and the school staff to determine if an evaluation is warranted. If it is, the school will conduct the evaluation using data from outside assessments as well as assessments conducted by the school. If the school decides that an evaluation won't occur, the school will notify parents. Once the evaluation is complete, the 504 coordinator as well as other individuals familiar with the student will meet with parents to review data to determine if the student is eligible for a 504 plan and to consider the design of that plan and especially the accommodations that will best support the student's academic progress. Once the plan is agreed to and in place, the team will meet annually to review the student's progress and update the plan as needed. The team will also meet every three years to complete a re-evaluation. Finally, if the student becomes able to access the education program at Independence Classical Charter School independently, the team will schedule a re-evaluation to support a decision to discontinue services.

Instructional Programming and Practices

The majority of 504 students will receive the majority of their instruction in the classroom. As needed, they will be provided with their environmental, instructional, and/or behavioral accommodations by their teacher(s) and/or paraprofessionals under the oversight of the 504 coordinator. In addition, they may also work with specialists (e.g. mental health professional, reading specialist) for instruction and practice to develop skills the student needs to become more independent learners. They may also receive services to mitigate issues related to their disability such as transportation, school health/nursing services, counseling, audiology, physical therapy, orientation, and mobility support.

Assessing and Monitoring the Progress of 504 Students

Independence Classical Charter School will conduct formal annual reviews to update a student's 504 plan. The school will also conduct a formal triennial re-evaluation every three years to reconfirm the student's eligibility for his or her 504 plan.

504 Program Summary

COMPONENT	DESCRIPTION
Relevant Law	Section 504 of the Rehabilitation Act of 1973.
Number of students with 504 Plans.	3-5 percent of the student population or 10 to 15 students.
Expected most common disabilities.	While ICCS will be prepared to support any disability, the most common disabilities are expected to be related to executive functioning (attention, focus, organization), allergies, vision/auditory processing issues, academic/health issues that are not a special education disability.

Initial intervention components	Accommodations including extended time and separate locations for assessments, reading interventions, access to specialists.
Curriculum components	School-based.
Support team	504 Coordinator, mental health provider, occupational therapist, speech language pathologist (licensed), reading interventionist(s), district experts in assistive technology, audiology, vision, etc., and the school assessment coordinator.
Evaluation/Assessment Tools	School-based as well as any required LEA, state, or federally required assessments. Some students may come with outside assessments as well, which will be considered during the initial evaluation as are updates from outside support (e.g., a vision therapist).
Assessment schedule	Annual plus quarterly for classroom grades.
Reporting schedule	Annual review. Triennial re-evaluation every three years.
Exit timeframe	504s can follow a student to post-high school placements including into college and career.

3. Serving Students with Special Needs: Multi-Tiered System of Supports (MTSS) / Response to Intervention (RtI)

Identifying Exceptional Students

Independence Classical Charter School believes that all students deserve the very best education possible. For that to occur, the school is committed to providing the best first instruction in the classroom for every student. At the same time, given the school's high expectations for academic success and the behavior required to achieve it, Independence Classical Charter School will provide a comprehensive support system for all students built around the Multi-Tiered System of Supports (MTSS) and Response to Intervention (RtI). Schools commonly use these two terms to describe the process by which they identify, categorize, and support struggling students. While similar, they are not synonymous. RtI describes a system of support to specifically improve academic outcomes (primarily reading). MTSS describes a systematic way to support not only students who have academic deficits through RtI, but also to organize a more complete response to supporting struggling students.

The MTSS process drives this through shared leadership, data-based problem solving and decision-making, layered continuum of supports, evidenced-based instruction, intervention, and assessment practices, screen and progress monitoring, and family, school, and community partnering as illustrated in the district's essential components of MTSS diagram:

Colorado MTSS Essential Components



Independence Classical Charter School has the expertise to develop, execute, and improve its MTSS program.

Experience indicates that academically, the initial focus of the MTSS system will be to provide additional instruction and practice in reading (phonics, fluency, and comprehension), math (primarily arithmetic through pre-algebra), and writing (handwriting, spelling, use of common conventions, sequence, and editing). In addition, Independence Classical Charter School will provide instruction and practice in functional skills (e.g., dress, deportment, management of emotions, social interactions, test anxiety, public speaking) as well as note- and test-taking skills, materials management, and executive functioning.

Independence Classical Charter School MTSS Academic Support System Overview

Within MTSS, academic components of Independence Classical Charter School's will consist of four levels of intervention and support for all at-risk students. Tiers 1-2 describe academic instruction and interventions delivered primarily by teachers within the classroom. Tier 3 will include support from specialists. Tier 4 describes the process by which students who aren't making academic progress via tiers 1-3 are then provided with additional instruction and support generally outside the classroom. While the student services team will support students at all levels of academic progress, its primary responsibility will be to develop and operate Level 4 interventions.

Tiers 1-4 Summary

- Tier 1: Benchmark: Tier 1 focuses on developing and delivering direct, best first instruction and practice in the classroom to all students. In the grammar school, this means that students will focus on developing key skills including a deep knowledge of phonograms, spelling, vocabulary, handwriting, arithmetic and number sense, and sentence and paragraph structure and writing. In the upper school, teachers will focus on generalizing and applying knowledge and skills learned in grammar school to literature, Latin, grammar, mathematics, science, and history. At all grade levels, Tier 1 instruction will be supported by clear and high expectations for behavior and executive functioning including regular exposure to the school's core virtues.
- Tier 2: Strategic: Tier 2 focuses on providing interventions in the classroom to support improvements in specific academic and functional issues exhibited by one or more students. The classroom teacher will analyze data, select the intervention material and method, instruct, and assess progress. The teacher will also document and communicate progress to the student(s), parents, and other teachers as appropriate.
- Tier 3: Intensive: Tier 3 focuses on students who are not making progress despite their participation in Tier 1 or Tier 2 levels of instruction and practice. As with Tiers 1 and 2, the classroom teacher takes the lead, but he or she can also reach out to school specialists including the student services team (e.g., special education teacher, school psychologist, speech language pathologist, occupational therapist, paraprofessionals, etc.) for additional help to develop the intervention, provide instruction, and assess student progress. The teacher will continue to be responsible for communication with parents.
- Tier 4: Exceptional Students: In addition to instruction, practice and support gained through Tiers 1-3, exceptional students are qualified to participate in Tier 4 supports and programs (e.g., IEP, 504, ELL, GTA, etc.) through formal reviews of records, outside input (e.g., a doctor's diagnosis of a disability), parent and teacher input, and normed-assessments. Once qualified, Tier 4 students will receive additional instruction and support to improve their ability to independently access the general education program at Independence Classical Charter School through improvements to cognitive, communication, academics, social/emotional/behavior, health, and motor knowledge and skills. As needed, they will also receive instruction and support to develop functional skills such as reducing test anxiety, public speaking note- and test-taking, materials management, and executive functioning.

- Independence Classical Charter School accommodations will follow the Colorado Instructional Accommodations Manual: A Guide to the Selection and Implementation of Accommodations for Students with Disability.

4. Serving Students with Diverse Needs: English Language Learners (ELLs)

Independence Classical Charter School wants all students to master English. An English Language Learner (ELL) is a student who is unable to communicate fluently or learn effectively in English, who often comes from a non-English-speaking home and background, and who typically requires specialized or modified instruction in both the English language and in his or her academic courses. At launch, Independence Classical Charter School expects to enroll a comparable number of students to the district who may be ELL students. Independence Classical Charter School will follow the requirements of the Colorado English Language Proficiency Act (HB14-1298) when developing and operating its ELL program. Specifically, the school will:

- Identify, through the observations and recommendations of parents, teachers, or other persons the students whose dominant language may not be English.
- Assess such students using instruments and techniques approved by CDE to determine if their dominant language is not English.
- Certify to the department and LEA those students in the school whose dominant language is not English.
- Administer, provide, and assess the effectiveness of programs for students whose dominant language is not English.

Identification of English Language Learners

Independence Classical Charter School will identify ELL students using the following CDE-required process:

1. Require every student's parent or guardian complete a Student Language Data Form/Parents Home Language Questionnaire as part of the enrollment process. This form identifies students whose Primary or Home Language is Other Than English (PHLOTE).
2. The ELL coordinator will follow-up with parents to confirm that the student does in-fact belong on the ELL list based on the significance of the language to the student's ability to communicate at home and the frequency of its use.
3. If parents confirm that their student is on the list (and if they consent to assessment), the Independence Classical Charter School ELL coordinator will proctor the WIDA-ACCESS Placement Test (W-APT) test. If a student scores as being Fluent English Proficient (FEP), the parents will be notified, and no further ELL services will be provided. If the student is not proficient, their score may place them in either the Limited English Proficiency (LEP) or the Not English Proficient (NEP) categories. Parents are notified and with their permission, ELL services start.
4. The Independence Classical Charter School ELL coordinator will create an ELL plan for each student who is LEP or NEP. They will work with the student's classroom teacher and his parents to create an ELL plan for each English language learner at the school. This plan will include annual goals and mastery benchmarks for the student, as well as a description of the strategies and tactics for instruction, practice, and assessment.

Instructional Programming and Practices

ELL instruction will consist of intense exposure and work with the Literacy Essentials explicit phonics program used throughout the school. Once an ELL student masters the sounds of the English language, he will progress through the Access Literacy program to learn the grammar and structure of English, as well as developing their vocabulary, reading fluency, and reading comprehension. If necessary, ELL students may also be assigned to a reading-focused ELL intervention for additional instruction and practice. If an ELL struggles to meet benchmarks, the ELL coordinator and the regular classroom teacher(s) will collaborate to identify additional interventions that can be used to improve the student's progress towards English-language proficiency. When a student reaches proficiency (level 6) on the ACCESS for ELLs assessment and all other assessment data indicate strong English language skills, the student will exit Independence Classical Charter School's ELL program.

ELL students may also receive testing accommodations in the same way that students with IEPs and 504s receive accommodations for testing.

Assessing and Monitoring the Progress of ELL Students

Once the ELL plan is in place, the ELL coordinator will also develop and maintain a portfolio to track students' progress. This portfolio will include interim assessment data and results from the annual ACCESS for ELLs to provide a comprehensive picture of the student's progress in developing English language skills. Progress will be reported to parents and the district quarterly or to the district's preferred schedule, whichever is more frequent.

5. Serving Students with Diverse Needs: Gifted and Talented (GT)

Independence Classical Charter School believes all students should be treated like they are "gifted" by providing access to a very challenging curriculum, through the flexibility of its program, and through the high academic and behavioral expectations that will be in place in all classrooms. Gifted students are often described as those who demonstrate outstanding levels of aptitude (defined as an exceptional ability to reason and learn) or competence (documented performance or achievement in top 10% or rarer) in one or more domains. Domains include any structured area of activity with its own symbol system (e.g., mathematics, music, language) and/or set of sensorimotor skills (e.g., painting, dance, or sports)." At launch, Independence Classical Charter School expects to enroll 15-20 students who may be GT students.

The development, administration, programming, and assessment of Independence Classical Charter School's GT program will be guided by the Colorado Exceptional Students Educational Act, and specifically by section 2220-R-12.00 Gifted and Talented Student Programming. This law requires administrative units to identify GT, implement gifted education student programs providing programming options and services for gifted children, and assessing their effectiveness. Independence Classical Charter School's current program is aligned to requirements of the Colorado Charter School Institute (CSI) but will make adaptations for the local LEA.

Identification of GT Students

In general, identification of students as gifted incorporates three main components: academic, cognitive, and observational:

- I. Academic characteristics are based on the results of standardized, curriculum-based, teacher-made tests, and classroom results.
- II. Cognitive input will come from data captured by the Cognitive Abilities Test (CogAT) administered students in Grade 2 as well as other cognitive evaluations such as the Wechsler Intelligence Scales for Children-5th Edition (WISC-5), Stanford-Binet, or Woodcock-Johnson.
- III. Observational data comes from parents, teachers, and outside sources (e.g., doctors, therapists, and other experts).

With academic, cognitive, and observational input, the Independence Classical Charter School student services team will review the body of evidence and formally confirm the designation. With designation as gifted, the student services team will work with the student, parents, and teachers to develop an Advanced Learning Plan (ALP).

Advanced Learning Plan (ALP)

If the student is determined to meet GT requirements, the student services team will identify areas of strength that may include verbal reasoning, reading, writing, quantitative, non-verbal, creative, talent, and leadership. Independence Classical Charter School also recognizes that GT students' strengths usually lie in a few areas – they do not need to show strength in all areas considered as GT. With these determinations made, the GT coordinator, classroom teacher(s), and parents will develop and Advanced Learning Plan (ALP) that describes a goal designed to help them both take advantage of their capabilities and becoming more independent students by:

- Taking control of their learning
- Having a deeper understanding of their learning style and become strength-based learners
- Becoming the driver in improving their education
- Acquiring learning skills that will apply to learning situations in life
- Developing a greater sense of their abilities

Instructional Programming and Practices

At Independence Classical Charter, the GT coordinator will work with the student, their parents, and the teacher to implement the student's ALP. Work on the goal(s) within the ALP may occur at school, outside school, and/or online.

Assessing and Monitoring the Progress of GT Students

Independence Classical Charter School will assess the GT student's progress annually to confirm progress towards the goal(s) in the student's ALP using academic and observational data and will provide the report to the student, parents and LEA.

6. Serving Students with Diverse Needs: Educationally Disadvantaged or Physical Disabled

Serving Educationally Disadvantaged Students

Experience at other classical schools suggests that the largest cohort of exceptional students can be traditionally educationally disadvantaged (ED) students, as concerned parents seek a new school in the hopes of improving their student's academic progress. ICCS defines an "educationally disadvantaged" student as any student not performing near or at grade level in one or more content or functional areas for a variety of reasons. At launch, ICCS expects 50-75 educationally disadvantaged students.

Identification of Educationally Disadvantaged Students

Independence Classical Charter School will identify ED students through Tiers 1-3 of its MTSS and RTI process. The school will consider data collected from curriculum-based and teacher-made assessments, content-oriented assessments, intervention progress monitoring, informal assessments, discipline data, teacher observations and parent feedback. The school will also use the Economic Data Survey (EDS) tool and homeless screener to identify students from economically disadvantaged or homeless backgrounds.

Instructional Programming and Practices

The nature of classical education and its implementation at Independence Classical Charter School supports ED students. Grammar school programming includes a very specific focus on phonics, spelling, and handwriting through the Literacy Essentials program, math through Singapore Math, and Core Knowledge for literature, writing, history, and science. These provide students with the necessary foundation skills they will need to apply and generalize their knowledge and skills as they progress in age and grade, especially as curricula. In the upper school, the focus moves from developing academic knowledge and skills to its application and generalization by studying classical literature and history, science and mathematics. This programming and the practice of teaching in the Socratic style, combined with a school culture built on seven core virtues and clear and high expectations for both academic and behavioral success, provide students with clear goals and boundaries for their learning. High school students who are ED or low performing will also be monitored by the postgraduation advisor, and work with parents, to help mitigate the risks of students dropping out before graduation. At the same time, the school recognizes that because many incoming students will not have been previously exposed to its high academic and behavioral standards, it will be incumbent on the school to provide support. To this end, Independence Classical Charter School will provide support through tactics such as ability grouped math classes, resource support, formal and informal tutoring as determined by the Head of School and staff, extra time as needed, academic clubs, and athletics. Finally, students will wear uniforms to promote the school's culture and reduce distractions.

Additional Support and Practices

Students identified as economically disadvantaged or homeless will also be supported by assistance with lunch, waiving of student fees, and assistance with uniforms.

Assessing and Monitoring the Progress of ED Students

The assessment and monitoring of ED students will occur through the schools MTSS program with teachers, support staff, and administrators meeting regularly both formally and informally to determine which students will benefit from additional support and how that support should be formatted and executed. Data will flow from classroom, school, and state assessments as well as from assessments specific to individual students. The goal for ED students, as will be for all Independence Classical Charter School students, is to be academically independent and meet achievement and growth expectations.

Serving Students with Physical Disabilities

In most instances, the United States Department of Education Office of Civil Rights (OCR) has issued Americans with Disabilities Act (ADA) guidance in conjunction with Section 504 guidance. As mentioned earlier, the school will provide a free appropriate public education (FAPE) for students with physical disabilities. The ADA defines disability as: 1) a physical or mental impairment that substantially limits a major life activity; 2) a record of such an impairment; or 3) being regarded as having such an impairment (see 29 United State Code (U.S.C.) § 705(9)(B) and U.S.C. §12102(1)).²⁶ The school will identify a facility that is ADA-compliant to allow access by students with disabilities.

F. Student Discipline, Expulsion, and Suspension

1. Discipline

Discipline at Independence Classical Charter School serves the educational mission. The establishment of the culture of Independence Classical Charter School is not only a necessary condition for educational success, but also a core component of the educational program. The school seeks to draw students out of the youth culture that pervades much of their adolescent lives and into the community of wonder, with each person actively pursuing a habitual vision of greatness illustrated by the best our tradition offers.

The foundation of discipline and order at Independence Classical Charter School is the realization that a civilized learning community demands certain fundamental norms of courtesy, ethics, and orderly behavior in order to fulfill its mission. The intent to create an orderly, disciplined community is evidenced by the Independence Classical Charter School uniform policy, a closed campus, and focus on good character and virtue.

Independence Classical Charter School welcomes children into its program with the understanding that they will be on time for class, be properly groomed, complete their assignments, follow rules of good classroom order, be honest, and follow the spirit and letter of the Student Handbook. The Student Handbook will be available to students and parents upon enrollment and posted on the school's website. Parents and students must acknowledge that they have read and understand the expectations set out in the Family Handbook at the beginning of each school year.

Unless there are clear mitigating circumstances, students are responsible and accountable for their actions. Students in the seventh through twelfth grades are entirely capable of living appropriately in the Independence Classical Charter School culture. Students in the earlier grades will receive more guidance in developing good habits and character, an effort in which parents are also included.

A high premium is placed on the teacher's personal investment in the student and the school resists the practices that depersonalize so many schools. Independence Classical Charter School does not relate to students principally under the rubrics of rules and regulations; rather, the school emphasizes the dignity of the teachers and students and of a culture marked by strong ethics, legitimate and caring authority, friendliness, compassion, patience, kindness, goodness, truthfulness, and beauty. Within that framework, rules, regulations, and consequences are merely means to an end. Just as the school expects teachers to expend considerable energy into coaching and directing the students to take on the educational goals of the school, Independence Classical Charter School Also expects teachers to encourage students in the face of difficult tasks and to praise them for work well done. Students who do not live up to these fundamental expectations need to be corrected. In many cases, a verbal correction is sufficient. Faculty may expect this correction to suffice. If it does not, however, further actions may be required.

Independence Classical Charter School distinguishes between academic deficiencies (which require an academic response, and are addressed through remedial and corrective action) and nonacademic misbehavior.

2. Positive Behavioral Intervention and Supports (PBIS)

Positive Behavioral Intervention and Supports (PBIS) is an empirically validated, function-based approach to eliminate challenging behaviors and replace them with pro-social skills. Use of PBIS decreases the need for more intrusive or aversive interventions (i.e., punishment or suspension) and can lead to both systemic and individualized change. PBIS fits well within a broader framework defined by the school's core virtues – courage, moderation, justice, responsibility, prudence, friendship, and wonder.

PBIS can target an individual student or an entire school, as it does not focus exclusively on the student, but also includes changing environmental variables such as the physical setting, task demands, instructional pace, and individualized reinforcement. It is successful with a wide range of students, in a wide range of contexts, with a wide range of behaviors.

Blending behavioral science, empirically validated procedures, durable systems change, and an emphasis on socially important outcomes, PBIS always involves data-based decision making using functional behavioral assessment and ongoing monitoring of intervention impact.

Why Do We Need PBIS?

- Problem behavior is the single most common reason why students are removed from regular classrooms. Even though students with extreme problem behavior represent only 20% of school enrollment, they can account for more than 50% of behavioral incidents.
- Harsh punishment and zero tolerance policies have not been effective at either improving behavioral climate in schools, or preventing students with problem behaviors from entering the juvenile justice system.
- Three years after being excluded from school, almost 70% of these youth have been arrested.

Failure to implement the Individuals with Disabilities Education Act (IDEA), due to a lack of incentives or negative attitudes toward children with challenging behaviors by administrators, policy makers and school personnel, is unacceptable. Students should not be excluded from school based solely upon inappropriate social behavior. Appropriate services can readily address and modify many of these behaviors, leading to more positive outcomes than simple punishment.

How is PBIS Implemented in School Settings?

PBIS is based on behavioral theory. Problem behavior continues to occur because it is consistently followed by the child getting something positive or escaping something negative. By focusing on the contexts and outcomes of the behavior, it is possible to determine the functions of the behavior, make the problem behavior less effective and efficient, and make the desired behavior more functional. This often involves changing systems, altering environments and teaching new skills, as well as focusing on the problem behavior.

PBIS should be a collaborative effort among parents, teachers, counselors and administrators; all partners should be committed to its implementation. PBIS is more effective when it includes the target individual as well as other significant individuals, such as peers, teachers, and parents.

What Are the Benefits of PBIS?

All students, both disabled and non-disabled, can benefit from PBIS:

- Research conducted over the past 15 years has shown that PBIS is effective in promoting positive behavior in students and schools. Use of PBIS as a strategy to maintain appropriate social behavior will make schools safer. Safer schools are more effective learning environments.
- Schools that implement system-wide interventions also report increased time engaged in academic activities and improved academic performance.
- Schools that employ system-wide interventions for problem behavior prevention indicate reductions in office discipline referrals of 20-60%.
- Appropriately implemented PBIS can lead to dramatic improvements that have long-term effects on the lifestyle, functional communication skills, and problem behavior in individuals with disabilities.
- A review of research on PBIS effectiveness showed that there was over a 90% reduction in problem behavior in over half of the studies; the problem behavior stopped completely in over 26% of the studies.

Independence Classical Charter School will establish a strong proactive Positive Behavior Intervention and Support system to encourage a positive and effective approach to discipline. Through a consistent and effective PBIS system, we expect to:

- Support student achievement.
- Reduce suspension and referral rates.
- Increase attendance.
- Maintain a healthy and positive school climate.

Components of a School-wide PBIS System

- Administrator support, participation and leadership.
- Common purpose and approach to discipline centered around the school's core virtues.
- Clear set of positive expectations and behaviors.
- Procedures for teaching expected behavior.
- Continuum of procedures for encouraging expected behavior.
- Continuum of procedures for discouraging inappropriate behavior.
- Procedures for ongoing monitoring.

3. Curriculum

Independence Classical Charter School incorporates awareness and discussion around its core virtues throughout the school, curriculum, and instruction. Teachers incorporate the virtues into lectures and discussions with students.

Classroom Management

- Set/Define Expectations

Classroom expectations posted

- Consistency through students' classes
- Respond to individual needs, strengths, and preferences
- Maintain environment conducive to learning (alter as necessary)
- Teach new skills – replacement to the challenging behavior
- Reinforce positive behavior

4. Consequence System

Code of Conduct

Students in Kindergarten through second grade

In accordance with applicable law and Board policy concerning student suspensions, expulsions, and other disciplinary interventions, the principal or designee may suspend or recommend expulsion of a student in preschool, kindergarten, first grade, or second grade who engages in one or more of the following activities while on district property, in a school building, in a district or school vehicle, at a district or school activity or event, or off district property when the conduct has a nexus to school or any district curricular or non-curricular event:

1. Violation of the Board's policy on weapons in the schools. Expulsion shall be mandatory for bringing or possessing a firearm in accordance with federal law.
2. Violation of the Board's policy on student conduct involving drugs and alcohol.
3. Conduct that endangers the health or safety of others.

This is not an exhaustive list of activities that could result in consequences (suspension, expulsion, restorative intervention, etc.) for students. Following any period of suspension or expulsion, the principal or designee will ensure that a restorative approach is employed to reintegrate students into the school environment. The student, parent(s), and/or guardian(s) should conference to discuss behavioral expectations (codified in a signed behavior contract), and the student should be made aware of social-emotional support resources; any harmed party(ies) should also be made aware of the student's return.

Students in 3rd Grade and higher grade levels

Following applicable law and Board policy concerning student suspensions, expulsions, and other disciplinary interventions, the principal or designee may suspend or recommend an expulsion hearing for a student who engages in one or more of the following specific activities while in school buildings, on school grounds, in school vehicles, or during a school-sponsored or district-sponsored activity or event and off district property when the conduct has nexus to school or any district curricular or non-curricular event. However, the principal or designee should also consider appropriate and consistent consequences that hold students accountable while minimizing their time away from instruction. A non-exhaustive list of offenses to be considered follows on the next page.

- Causing or attempting to cause damage to district property or stealing or attempting to steal district property of value.
- Causing or attempting to cause damage to private property or stealing or attempting to steal private property.
- Willful destruction or defacing of district property.
- Commission of any act, which, if committed by an adult, would be robbery or assault as defined by state law.
- Committing extortion, coercion, or blackmail, i.e., obtaining money or other objects of value from an unwilling person or forcing an individual to act through the use of force or threat of force.
- Engaging in verbal abuse, i.e., name calling, ethnic or racial slurs, either orally or in writing, or derogatory statements addressed publicly to an individual or a group that precipitate disruption of the school program or incite violence.
- Engaging in “hazing” activities, i.e., forcing prolonged physical activity, forcing excessive consumption of any substance, forcing prolonged deprivation of sleep, food, or drink, or any other behavior which recklessly endangers the health or safety of an individual for purposes of initiation into any student group.
- Violation of the district’s policy on bullying prevention and education.
- Violation of criminal law has an effect on the district or on the general safety or welfare of students or staff.
- Violation of any Board policy or building regulations.
- Violation of the district's policy on weapons in the schools. Expulsion shall be mandatory for using or possessing a firearm in accordance with state law.
- Violation of the Board’s policy on student conduct involving drugs and alcohol.
- Violation of the Board’s violent and aggressive behavior policy.
- Violation of the Board’s tobacco-free school policy.
- Violation of the Board’s policies prohibiting sexual or other harassment.
- Violation of the Board’s policy on nondiscrimination.
- Violation of the Board’s dress code policy.
- Violation of the Board’s policy on gangs and gang-like activity.
- Throwing objects, unless part of a supervised school activity, which can or do cause bodily injury or damage to property.
- Directing profanity, vulgar language, or obscene gestures toward other students, school personnel, or others.
- Lying or giving false information, either verbally or in writing, to a district employee.
- Engaging in scholastic dishonesty, which includes but is not limited to cheating on a test, plagiarism, or unauthorized collaboration with another person in preparing written work.
- Making a false accusation of criminal activity against a district employee to law enforcement or to the district.
- Behavior on or off school property that is detrimental to the welfare, safety, or morals of other students or school personnel, including behavior that creates a threat of physical harm to the student exhibiting the behavior or to one or more other students.
- Repeated interference with the district’s ability to provide educational opportunities to other students.
- Continued willful disobedience or open and persistent defiance of proper authority, including refusal to obey a member of the district staff.

Suspension and Expulsion Procedures

The school recognizes that exclusion from the educational program is a severe sanction, and that suspension and expulsion must follow due process mandates. Additionally, the school will comply with all state and federal laws pertaining to students with disabilities.

A student may be disciplined for violating the student code of conduct, even if the violation occurs on property not owned or controlled by the school if the violation occurred during activities connected with the school or if the behavior is directed at a school official

Any student suspended or expelled under this policy will not be permitted to participate in any extracurricular activities.

Procedure for suspension of 10 days or less

The Board of Education delegates to the principals of the school district or to a person designated in writing by the principal the power to suspend a student in that school for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law but the total period of suspension shall not exceed 25 school days. Elizabeth School District board policy JKD/JKE-E.

Unless otherwise determined by the Board, the Board of Education delegates to the superintendent of schools or to a designee who shall serve as a hearing officer the authority to deny admission to or expel for any period not extending beyond one year any student whom the superintendent, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at the public schools of the district. If the hearing is conducted by a designee serving as a hearing officer, the hearing officer shall prepare findings of fact and recommendations for the superintendent at the conclusion of the hearing. The superintendent shall render a written opinion in the expulsion matter within five days after the hearing whether the hearing is conducted by the hearing officer or the superintendent. The superintendent shall report on each case acted upon at the next meeting of the Board, briefly describing the circumstances and the reasons for the action taken. Such denial of admission or expulsion by the superintendent shall be subject to appeal to the Board. The appeal shall consist of a review of the facts that were presented, arguments relating to the decision and questions of clarification from the Board.

Expulsion for unlawful sexual behavior or crime of violence

When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled. The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with this policy. The Board may decide to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of the district to provide an alternative educational program for the student as specified in state law.

The following procedures will be followed in any suspension unless the student is suspended pending an expulsion proceeding, in which case the expulsion procedures shall apply.

1. **Notice.** The principal, designee or the superintendent at the time of contemplated action will give the student and the parent/guardian notice of the contemplated action. Such notice may be oral or in writing. If oral, such notice will be given in person. If written, delivery may be by United States mail addressed to the last known address of the student or student's parent/guardian.
 - a. Contents of notice. The notice will contain the following basic information:
 - i. A statement of the charges against the student.
 - ii. A statement of what the student is accused of doing.
 - iii. A statement of the basis of the allegation. Specific names may be withheld if necessary.
 - iv. This information need not be set out formally but should sufficiently inform the student and parent/guardian of the basis for the contemplated action.
2. **Informal hearing.** In an informal setting, the student will be given an opportunity to admit or deny the accusation and to give his or her version of events. The administrator may allow the student to call witnesses or may personally call the accuser or other witnesses. The administrator may hold a more extensive hearing in order to gather relevant information prior to making a decision on the contemplated action.
3. **Timing.** The notice and informal hearing should precede removal of the student from school. There need be no delay between the time notice is given and the time of the informal hearing.
4. **If the student's presence in school presents a danger.** Notice and an informal hearing need not be given prior to removal from school where a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. In this case, an informal hearing will follow as soon after the student's removal as practicable.
5. **Notification following suspension.** If a student is suspended the administrator delegated the authority to suspend will immediately notify the parent/guardian that the student has been suspended, the grounds for such suspension and the period of such suspension. The notification will include the time and place for the parent/guardian to meet with the administrator to review the suspension.
6. **Removal from school grounds.** A suspended student must leave the school building and the school grounds immediately after the parent/guardian and administrator have determined the best way to transfer custody of the student to the parent/guardian.
7. **Readmittance.** No student will be readmitted to school until the meeting with the parent/guardian has taken place or until, in the opinion of the administrator, the parent/guardian has substantially agreed to review the suspension with the administrator. However, if the administrator cannot contact the parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student. The meeting will address whether there is a need to develop a remedial discipline plan for the student in an effort to prevent further disciplinary action.
8. **Make-up work.** Suspended students will be provided an opportunity to make up schoolwork during the period of suspension, so the student is able to reintegrate into the educational program of the district following the period of suspension. Students will receive full or partial academic credit to the extent possible for makeup work which is completed satisfactorily.
9. **Appeal Process.** Should a parent or student who is suspended desire to appeal the actions of the principal or designee, a request can be made to the Superintendent for an appeal within two school days of being notified of said action. The Superintendent may, in his or her sole discretion, make arrangements within two school days of receiving the request to meet with the

parent and student along with the principal/designee, examine the circumstances of the case and any relevant evidence, and determine if the suspension is warranted and appropriate. If the Superintendent agrees to hear an appeal, he or she will issue a decision within one school day upon meeting with the parties involved regarding the suspension.

Procedure for expulsion or denial of admission

In the event the Board of Education contemplates action denying admission to any student or prospective student or expelling any student, the following procedures shall be followed:

1. **Notice.** Not less than 5 days prior to the date of the contemplated action, the Board of Education or an appropriate administrative officer of the district will cause written notice of such proposed action to be delivered to the student and the student's parent/guardian. Such delivery may be by United States mail addressed to the last known address of the student or the student's parent/guardian.
2. **Emergency Notice.** In the event it is determined that an emergency exists necessitating a shorter period of notice, the period of notice may be shortened provided that the student or the student's parent/guardian have actual notice of the hearing prior to the time it is held.
3. **Contents of Notice.** The notice will contain the following basic information:
 - a. A statement of the basic reasons alleged for the contemplated denial of admission or expulsion.
 - b. A statement that a hearing on the question of expulsion or denial of admission will be held if requested by the student or parent/guardian within 10 days after the date of the notice.
 - c. A statement of the date, time and place of the hearing in the event one is requested.
 - d. A statement that the student may be present at the hearing and hear all information against him or her, that the student will have an opportunity to present such information as is relevant and that the student may be accompanied and represented by a parent/guardian and an attorney.
 - e. A statement that failure to participate in such a hearing constitutes a waiver of further rights in the matter.
4. **Conduct of hearing.** A hearing may be requested by the parent/guardian. Such a hearing will be conducted by the superintendent. The hearing may be conducted in open session or may be closed except to those individuals deemed advisable by the superintendent but including in all events the student, the parent/guardian and, if requested, the student's attorney. Such individuals as may have pertinent information will be admitted to a closed hearing to the extent necessary to provide such information.

Testimony and information may be presented under oath. However, technical rules of evidence will not be applicable, and the superintendent may consider and give appropriate weight to such information or evidence he or she deems appropriate. The student's written statement, if any, may be presented as evidence in accordance with applicable law. The student or representative may question individuals presenting information.

A sufficient record of the proceedings shall be kept so as to enable a transcript to be prepared in the event either party so requests. Preparation of the transcript will be at the expense of the party requesting the same. The superintendent will prepare specific factual findings and issue a written decision within five days after the hearing.

5. **Appeal.** Within 10 days after the decision of the superintendent, the student may appeal the decision to the Board. Failure to request an appeal within 10 days will result in a waiver of the right to appeal and the superintendent's decision will become final.

If an appeal is properly requested, the Board will review the record concerning the expulsion or denial of admission. The record includes notices and other documents concerning the challenged action, the transcript of the testimony, if any, the hearing exhibits, the findings and recommendation of the superintendent, the superintendent's written decision, and other documents concerning the challenged action. The student may be represented by counsel at the appeal. Representatives of the district and the parents may make brief statements to the Board, but no new evidence may be presented unless such evidence was not reasonably discoverable at the time of the hearing. Members of the Board may ask questions for purposes of clarification of the record.

The Board will make a final determination regarding the expulsion of the student and will inform the student and his parent/guardian of the right to judicial review.

6. **Information to parents.** Upon expelling a student, district personnel shall provide information to the student's parent/guardian concerning the educational alternatives available to the student during the period of expulsion, including the right to request that the district provide services during the expulsion. If the parent/guardian chooses to provide a home-based education program for the student, district personnel will assist the parent/guardian in obtaining appropriate curricula for the student if requested by the parent/guardian.

If a student is expelled and is not receiving educational services through the district, the school district shall contact the expelled student's parent/guardian at least once every 60 days until the student is eligible to re-enroll to determine whether the child is receiving educational services. District personnel need not contact the parent/guardian after the student is enrolled in another school district or in an independent or parochial school, or if the student is committed to the department of human services or sentenced through the juvenile justice system.

7. **Readmittance.** 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:
 - a. 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;
 - b. there is an identifiable victim of the expelled student's offense; and
 - c. 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.

No student will be readmitted to school until after a meeting between the principal or designee and the parent/guardian has taken place except that if the administrator cannot contact the parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student.

Procedure for crimes of violence or unlawful sexual behavior

The following procedures will apply when the district receives notification that a student has been charged in juvenile or district court with a crime of violence or unlawful sexual behavior, as those terms are defined by state law.

1. The Board or its designee will make a preliminary determination whether it will proceed with an expulsion hearing, based on the following factors:
 - a. Whether the student has exhibited behavior that is detrimental to the safety, welfare and morals of other students or school personnel.
 - b. Whether educating the student in school may disrupt the learning environment, provide a negative example for other students or create a dangerous and unsafe environment for students, teachers and other school personnel.
 - i. If it is determined that the student should not be educated in the schools of the district, the district may suspend or expel the student, in accordance with the procedures set forth above.
2. Alternatively, suspension or expulsion proceedings may be postponed, pending the outcome of the court proceedings. If the suspension or expulsion proceedings are postponed, the student will not be permitted to return to school during that period. An appropriate alternative education program, including but not limited to, an on-line program authorized by state law, or a home-based education program will be established for the student during the period pending the resolution of the juvenile proceedings. The time that a student spends in an alternative education program will not be considered a period of suspension or expulsion.
3. If the student pleads guilty to the charge, is found guilty or is adjudicated a delinquent juvenile, the Board or designee may proceed to suspend or expel the student following the procedures set forth in these regulations.
4. Information regarding the details of the alleged crime of violence or unlawful sexual behavior will be used by the Board or its designee for the purposes set forth in this policy but shall remain confidential unless the information is otherwise available to the public by law.

5. Discipline of Students with Disabilities

Students with disabilities are neither immune from the ICCS disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students. ICCS will comply with the Individuals and Disabilities Education Act (IDEA) in disciplining these students. Students with disabilities who engage in disruptive activities and/or actions dangerous to themselves or others will be disciplined in accordance with their Individualized Education Plans (IEPs), behavioral intervention plan, and this policy. Nothing in this policy shall prohibit an IEP team from instituting consequences for disorderly or unacceptable actions as a part of the student's IEP. The plan shall be subject to all procedural protections established by the IEP process.

All students, including students with disabilities, may be suspended for violations of school policies in the Handbook. For suspension of a student with disabilities, a team including student services staff members and the Head of School, will determine whether the student's behavior is a manifestation of the disability and whether the student's disability impaired his or her ability to control or understand the impact or consequences of the behavior. Once the team determines that a behavior was not a manifestation of the disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. A student with disabilities whose behavior is determined to

be a manifestation of his or her disability may not be dismissed but will be disciplined in accordance with his or her IEP, any behavioral intervention, and the school's discipline policy.

6. Title IX and Discrimination

ICCS will have an appointed Title IX and Discrimination coordinator to review Title IX and discrimination complaints. Information on filing these types of complaints will be posted on the school's website. Title IX coordinators receive specific and relevant training.

7. Appeal Process

The appeal process follows the parent grievance policy adopted by the ICCS governing board and will be posted on the school's website. Independence Classical Charter School makes use of a multi-step appeal process in dealing with student disciplinary matters. First, either the student or his/her parent/guardian corresponds, orally or in writing, with the assistant principal. The assistant Head of School has the authority to informally determine routine matters of student discipline without consulting with other members of the administration. The assistant Head of School may choose to speak with whoever proves helpful under the circumstances.

If the situation is not resolved at this first level, then the student or his/her parent/guardian may communicate, orally or in writing, with the Head of School. If, on the other hand, the first step is skipped, then, absent unusual circumstances, the Head of School will direct the student/parent/guardian to first speak with the assistant principal. The Head of School may take any appropriate steps to hear all perspectives on the issue and then provide a plan on how to resolve the appeal. The Head of School may require any person to submit a written statement about the situation.

If the student or his/her parent/guardian is not satisfied with the decision of the Head of School, then they shall submit an appeal to ICCS using the online form found on the school's website on the parent grievance page. The full-time ICCS staff will review the complaint to determine any violations of law or policy and decide on the appropriate actions to take.

The final step will be for a complainant to submit another appeal via the online form, indicating all the previous steps have been followed and request the ICCS governing board review a complaint. The ICCS governing board chair may decide to refer the complaint to a board committee of two members, the entire board, or to decline to review the appeal. The governing board may call for others to present written statements as well.

If an appeal is referred to the entire board, the appeal will be heard in an executive session of the board unless the parent, guardian, or non-minor student requests the appeal be conducted in an open meeting. At the board meeting, the student/parent/guardian and/or their representative shall have the opportunity to address the board. The board may also choose to hear from any other person. The board shall allot time enough for all sides to be given an adequate hearing. The board shall then deliberate and render a final decision, which is not subject to further appeal. Policies on discipline and suspension are found in the handbook.

G. Plan for Evaluating Pupil Performance

1. Assessments

A. Standardized Tests of Basic Skills

ICCS will test students in grades K-8 three times per year using iReady Diagnostic Assessment in Reading and Math and MasteryConnect for Writing. This is the same assessment currently used in other ESD schools and while provide data to ESD on the progress and growth of ICCS students. The results from these assessments create individualized pathways for students. These pathways help our teachers pinpoint specific areas of strengths and weaknesses to inform classroom instruction. Additionally, ICCS teachers will use online lessons, Tools for Instruction, and iReady Toolbox to aid in lesson planning and small group instruction implementation. Additional testing may be undertaken at the discretion of the Board of Directors (BOD).

B. Assessment of Core Knowledge

Each year the Board of Directors (BOD) will review the scope and sequence of the curriculum to be used at each grade level. Student understanding of each subject will be demonstrated by oral examination, written examinations, writing samples, criterion referenced tests, artistic renderings or other assessment appropriate to the knowledge gained and methods used to impart it. Communication skills (speaking, writing, rendering) will be concomitantly assessed with the knowledge in each subject area.

C. Classroom Assessment of Basic Skills

All students will take District reading levels tests, to track basic progress in the number of children reading at grade level. The BOD will develop benchmark reading and writing skills and adopt appropriate assessments for their measure that will meet or exceed District and state standards.

D. Progress Reports

Written progress reports of student achievement will be provided to parents on a regular basis. Parent/Teacher conferences will be regularly scheduled. The BOD will work with the SIT to provide ongoing critiques of its pupil and school assessments and will be responsible for any addition or changes to the policies mentioned in this section in order to use such assessments to improve student performance and the School.

E. Timeline

A timeline for performance evaluation will be developed by SIT and will comply with all state law requirements.

H. Enrollment Policy

Per the admissions process defined in the school's charter application and its contract with the Elizabeth School District, Independence Classical Charter School complies with federal and state laws regarding nondiscrimination. Independence Classical Charter School makes no distinction on account of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, national origin, religion, or ancestry, need for special education services of any student who seeks admission. Furthermore, admission will be offered publicly to incoming students with an effort to invite all families in the Elizabeth School District to carefully review the Independence Classical Charter School and enroll their children if the parents value the school's philosophy and educational offering.

Preference of Admission

Participation in a public charter school is based on parent choice. Each year, the Independence Classical Charter School will announce its open enrollment period for any parents or guardians who would like to apply for their student(s). Suppose the number of applicants exceeds the capacity of the school or grade level. In that case, the Independence Classical Charter School will conduct a random selection lottery after first granting enrollment preferences for prior year students and then for a sibling of a current student enrolled in the school. The Independence Classical Charter School will admit all students who reside in the district, provided there is the capacity to serve that student's grade level per the annual enrollment goals. (Colorado State Statute CRS 22-30.7.105(5)) All students are welcome.

Enrollment Process

- A parent or legal guardian should complete the digital or paper Application for Admission to Independence Classical Charter School to be considered in the lottery process.
- A designee will review applications submitted up to the announced enrollment decision date for completeness, legal residence, and age/grade of the student. Incomplete application forms will not be considered.
- A child must be five (5) years of age on or before September 15 in the school year enrollment is being applied for kindergarten. (Colorado State Statute CRS 22-1-115)
- Notification of the lottery will serve as public notice of an official meeting, even if no action(s) are anticipated to be taken by members of the Board at the time of the lottery.
- Once the lottery is complete, applicants will be notified by the school of their status.
- Independence Classical Charter School will continue to enroll students using this process until the established enrollment number is met and maintained.
- A provision shall be made for the children with a sibling enrolled at Independence Classical Charter School. If a child must be placed on a waitlist due to capacity issues, the child with an enrolled sibling will be granted priority.

Waitlist

The waitlist is the ordered list of applicant students without enrollment offers. The waitlist for each school year is initiated through the lottery process. Once all available enrollment opportunities are offered, the remaining applicants will be added to the waitlist in the order drawn. The waitlist remains active through the academic year. The waitlist is not carried over to the next school year. A new enrollment application is required for each school year for which a student is seeking a new enrollment.

Students who wish to transfer to Independence Classical Charter School mid-school year may do so if the school has the capacity to serve that student in that grade level. Otherwise, the student will be added to a waitlist for that grade level.

Entrance Screening

All children enrolling for kindergarten, first, second, third, fifth, seventh, and ninth grades must be screened for vision and hearing. A child's screening and assessment data cannot be used to determine eligibility to enter kindergarten. Furthermore, the screenings are not intended to diagnose an educational disability or to be used for placement procedures. Screening results help identify areas of individual development that require further assessment for educational programming, particularly for students who might benefit from early intervention, prevention, acceleration, and enrichment programs. (Colorado State Statute CRS 22-1-116)

Registration and Enrollment

Registration and enrollment are two different steps in becoming a student at the school. Registration initiates the first step in the two-step process. By registering, the parent expresses a desire to have his/her child attend the school. It does not mean the child will be enrolled in the school.

Parents/express the desire to have their child attend by:

- Completing and submitting the Registration Form.
- Providing the child's: (Colorado State Statute CRS 22-1-115, CRS 22-1-102, CRS 22-1-116, CRS 25-4-901, CRS 22-32-140).
 - § Birth Certificate or other certification permitted by state law
 - § Proof of Residency
 - § Vision and Hearing as required
 - § Current Immunization Record
 - § Last Report Card, when appropriate

Annual Verification Information:

- Parent/guardians/students 18 years of age and older are required to provide the school with proof of residency/Address Verification annually and at any time a change of address, residency, or custody changes.
- The second step is enrollment. After registration, the child is not officially a student at the school until the enrollment is completed.
- The child is enrolled when:
 - All the registration steps are complete.
 - The enrollment packet and all required documents is completed, and submitted; and
 - Grade placement is assigned.

Re-Enrollment

For students attending the school, re-enrollment starts at the end of March or during the first week of April. Students are not automatically re-enrolled from school year to school year. All parents must state their intention to have their child/student re-enrolled each school year. It is the responsibility of the parents to inform the school of any changes to their residency or contact information.

Non-Discrimination Policy

Enrollment will not be denied to any eligible applicant on the basis of a student's disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, or need for special education services. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

Immunization Requirements

State of Colorado Immunization Requirements for School Attendance

- All new students must submit a copy of their Immunization Records before enrollment. No student shall be permitted to remain in school if the student has not met the minimum immunization requirements established by the Colorado State Statute (CRS 25-4-901) and Elizabeth School District board policy JLCB.
- Colorado law requires all students attending Colorado schools to be vaccinated against certain diseases unless they have a certificate of medical or nonmedical exemption on file. No student is permitted to attend or continue to attend any school in this district without meeting the legal requirements of immunization against disease unless the student has presented one of the following, as provided by Colorado law:
 - a written authorization signed by a parent/guardian requesting local public health officials administer the immunizations;
 - a certificate of medical exemption; a certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment; or a certificate of nonmedical exemption, which is defined by immunization exemption based upon a religious belief whose teachings are opposed to immunizations or a personal belief that is opposed to immunizations.
- Upon enrolling the student, the school must notify the student's legal guardian that unless the school receives the student's certificate of immunization or written authorization for administration of immunizations within fourteen (14) days after the student enrolls, the school will suspend the student until such time as the school receives the certificate of immunization or authorization.

Change of Address / Phone Number / Custody

It is the parent's/responsibility to inform the school office of any change of address, phone number, or custody. For changes of address, a new proof of residence will be required. For a change of custody, parents will be required to provide a copy of the custody order to the school.

I. Governance

1. Governing Board

According to the Colorado Department of Education information packet on charter schools; “Under Colorado law, a charter school is not a separate legal entity independent of the school district, but rather is a public school defined uniquely by a charter and partially autonomous while remaining within the school district. School-centered governance, autonomy and a clear design for how and what students will learn are the essential characteristics of a charter school.” The School will operate under a system that is highly accountable to the public and the District, nurtures and promotes school autonomy, and that provides educators incentives to use their autonomy in the most productive ways.

The Board of Directors will be responsible for the execution of the charter, fiduciary management of the budget, and development of policies and procedures. The Board will have a minimum of three members and no more than five, complete with a President, Secretary, and Treasurer. While subcommittees are not yet in place, the board of directors may establish them if needed (i.e. academic, finance). Independent board counsel has been secured to provide training and advise the Board on legal matters, contracts, and school law. The current founding Board has three members and upon charter approval, will begin to actively recruit for additional positions from parent and community members within the school district.

The responsibilities of the Board Members include:

- Believe in and be an active advocate and ambassador for the mission and vision of the school.
- Work with fellow Board members to fulfill the obligations of membership.
- Contribute to the effective operation of the Board.
- Regularly attend and participate in meetings of the school. Prepare for these meetings by reviewing materials in advance.
- Keep informed about the school and its issues by reviewing materials, participating in discussions, and asking strategic questions.
- Participate in the performance review of the Head of School.
- Participate in the activities of the school by attending programs and fundraising events.
- As appropriate, use personal and professional contacts and expertise for the benefit of the school.
- Maintain strong connections with the local community.
- Inform the Board of Directors of any potential conflicts of interest, whether real or perceived, and abide by the decision of the Board related to the situation.

Board Professional Development

In coordination with our board counsel, the board will receive training on topics such as those listed below:

1. Sunshine Laws
 - a. Public Records (What is a public record? How is it requested? Why do we have it? How does it affect board members?)
 - b. Open Meetings (Notice-Why? How? Record of meetings for public records; Allowing opportunity to have input; Executive session—9 Reasons to Enter

- c. FERPA (Conflicts with Sunshine Law - Federal vs. State; Practical Considerations for Boards)
 - d. Challenges for Charter Schools/Boards - Media and Public Relations
 - e. Board Best Practices
- 2. Roles and Responsibilities
 - a. Governance, not Operations
 - b. Fiduciary responsibilities
 - c. Public Accountability
 - d. Annual Training
 - e. Efficient Board Meetings
 - f. Prepare for meetings—read materials
 - g. Robert's Rules of Order
 - h. Communications
 - i. Public Relations
 - j. Ethics Training

The school's founding board has a vision and enthusiasm for building an excellent school in Elizabeth and is well-positioned to provide the necessary oversight and support for the successful implementation of the charter school's mission. Individuals were engaged with the purpose of establishing a diverse team of professionals whose expertise and leadership would ensure that this is one of the highest-performing schools in the district.

As a board that is continuing to develop, this diverse group of proposed board members will possess expertise in education, the arts, technology, finance, facilities, charters, government relations, compliance, and legal matters. Further, the proposed ESP, ACCEL Schools, has extensive expertise in instruction, professional development, blended learning, education policy, and all aspects of successful school operations.

J. Evidence of Support

1. Target Population

Independence Classical Charter School will open focused initially on a K-3 population, however, will operate with a single classroom of fourth and fifth grade students so as not to separate families who may have siblings at all elementary grade levels. Class size K-3 will be 22 students and 4-8 will be 25 students.

Year	Grade Levels Served	Number of Students
Year 1 (2025-26)	K-3 (3 tracks)	264
	4-5 (1 tracks)	50
Year 2 (2026-27)	K-4 (3 tracks)	339
	5-6 (1 track)	50
Year 3 (2027-28)	K-5 (3 tracks)	414
	6-7 (1 track)	50
Year 4 (2028-29)	K-6 (3 tracks)	489
	7-8 (1 track)	50
Year 5 (2029-30)	K-7 (3 tracks)	564
	8 (1 track)	25
Year 6 (2030-31)	K-8 (3 tracks)	639

2. Parent and Community Support and Interest

The district has expressed a strong expectation that a classical school will draw strong interest from the community and has indicated that interest letters are not required for this application. The school leadership will hold regular information sessions and enrollment meetings upon securing charter approval. This school clearly caters to the values of the Elizabeth community and stated desires expressed to the Board of Education by constituents during the prior school year.

Our board also believes that our school will offer the Elizabeth community a classical, liberal arts, college-preparatory institution accentuating the humanities with a strong emphasis on math, science, and engineering. Based on our work with district officials and the desires expressed by members of the Board of Education, this model meets the desired interest of the community.

3. Market Research

Elizabeth is a growing town within the County of Elbert. Based on the State Demography Office, the County of Elbert will grow from 27,816 (2022) to 31,845 (2030) with 25% of the growth coming from children ages 0-17 (<https://demography.dola.colorado.gov/>). The Colorado State Demography Office projects Elbert County, where Elizabeth is located, will grow by about 30,000 people by 2040. That would more than double the current population. “Most of that growth is going to be around the Elizabeth area in the northwestern part of the county,” said Grace Erickson, assistant town administrator of Elizabeth (Levine, 2019).

According to the 2023 Elizabeth School District Master Plan, there is a significant increase in new housing especially in the area of Singing Hills. The Independence subdivision is projected to add the largest number of new homes in Elbert County. District projections noted in the tables below, indicate an additional 540 elementary and middle school students may be enrolled by 2030. With the growth in this area of Elizabeth, an additional school option is needed to support our families. Independence Classical Charter School will be located adjacent to the Independence subdivision.

DRAFT HOUSING GROWTH - ELBERT COUNTY

LOW SCENARIO PROJECTIONS - 463 total

Projections based upon 3-year weighted averaged

YEAR	K-5	6-8	9-12	K-12
2023	1294	373	690	2357
2024	1366	399	703	2468
2025	1448	422	728	2597
2026	1545	421	747	2713
2027	1548	426	748	2722
2028	1525	467	756	2748
2029	1516	485	780	2781
2030	1504	480	814	2798

MEDIUM SCENARIO PROJECTIONS - 738 total

Projections based on last year

YEAR	K-5	6-8	9-12	K-12
2023	1339	377	700	2416
2024	1398	400	694	2492
2025	1461	419	706	2586
2026	1538	415	711	2664
2027	1607	423	722	2752
2028	1644	477	741	2862
2029	1693	511	768	2972
2030	1742	513	818	3073

HIGH SCENARIO PROJECTIONS - 1104 total

Projections based upon average annual change, last 2 years

YEAR	K-5	6-8	9-12	K-12
2023	1361	379	715	2455
2024	1442	415	728	2574
2025	1533	428	752	2713
2026	1639	427	772	2837
2027	1738	443	789	2969
2028	1808	503	813	3124
2029	1892	542	852	3286
2030	1976	552	911	3439

5. Outreach

The school will adopt multiple strategies that have proven to be successful in attracting a diverse student population from other schools. Our Board will work closely with our Head of School to develop an effective public relations strategy to heighten awareness about the school's innovative programming offerings, and eventually its achievements and contributions to the community. This strategy is not just for the purposes of student recruitment, but also to establish early and meaningful connections with families that will help ensure high levels of retention. Our outreach plan will include open houses, timely and informative press releases, targeted communications initiatives with community and governmental leaders, and engaging with civic and community groups in the area. More specifically, it may include:

- Regularly scheduled information sessions during which prospective families will have the opportunity to interact with the curriculum and have questions answered.
- A website to communicate with interested, prospective families.
- Informing students and families about enrollment opportunities and other program information through a variety of media such as television, radio, internet, and billboards.
- Social media including a Facebook page that allows prospective families the opportunity to stay informed about school events and to connect with other prospective families.
- Working with local churches, community organizations, and experienced community recruiters.
- Outreach to early education programs and daycare organizations.

The initial charter is serving students in grades K-8th Grade. The goal is to have slow and steady growth and to retain/re-enroll as many students from year to year as possible. We will form strong relationships with the families to encourage them to stay with us and thereby enable us to have the maximum impact on student achievement.

The unique and promising programming at the Academy will offer an intriguing and unprecedented choice in the district. Our marketing plan aligns with the market analysis of the community in that we understand we cannot take a one size fits all approach to community outreach. While some members may be reached through flyers and radio advertisements, others need a more personalized approach. We understand that our community is best reached through a personalized approach to marketing. The Academy is prepared to think outside of the box, reaching parents through carnivals, "touch the truck," Ice Cream Truck visits, visits to local churches, and sporting events.

The Academy will inform the community about our enrollment process, procedures, and deadlines through a multimodal approach. Board members and ACCEL staff will work to bring a network of community-based education opportunities to the doors of the school. These learning partnerships – with museums, businesses, science labs, etc. – will play an additional role in our marketing plan. To recruit students and educate parents, community members, and businesses, we plan to implement the following strategies:

- Hosting a series of well-advertised public informational sessions or Open Houses. These will be scheduled on a three-part basis, with some repeats if warranted:
 - Session One: The first Open House will provide information to interested community members on the premises of charter schools. This will be followed by a Question-and-Answer session in order for participants to develop an accurate picture of how charter schools operate. This Open House will highlight information on the school's mission and offerings.

- Session Two: The second Open House will provide detailed information on the school's curricula and programs, giving parents and community members the opportunity to learn and ask questions about particular aspects of what will be taught and how it will be taught (pedagogy). School Board members have found this to be a missing link for many parents searching for educational options. We want our parents to make informed decisions. Session Two will occur within two weeks after Session One.
- The final sequence in Open Houses will be an open Question and Answer forum. We will offer a public forum for interested parents to provide feedback on the design and implementation process of the school. This will also be a large push for enrollment as well as a time for early recruitment of parent volunteers. Session Three will occur within two weeks of Session Two. This series of Open Houses may be held several times.
- Publicizing in the community (including ethnic and foreign language) newspapers and area newsletters, and taking advantage of public notice opportunities and low-cost airtime from local radio and television stations (including cable);
- Widely distributing informational flyers at locales such as libraries, coffee shops, public announcement boards in apartment complexes, social clubs, houses of worship, and area businesses (*e.g.*, supermarkets, hair salons, laundromats, etc.);
- Sending announcements to local support organizations;
- Contacting the families and other individuals who expressed interest and provided us with contact information;
- Mailing letters of introduction to local publicly elected officials, government agencies with area offices, and local social services and cultural arts organizations and asking them to post an informational flyer; and
- Making announcements at community meetings.

K. Parent and Community Involvement

The School will be characterized as a School of Choice. This means that parents will have an option to select the School's educational philosophy for their children. The School believes that its design will result in parents wanting to play a strong role in their children's education. When parents have the opportunity to choose the kind of education they prefer, they will find the necessary energy, time, and resources to devote to their children's education. The School anticipates that parents will be directly engaged in tutoring, coaching, classroom instruction, and providing other necessary and invaluable assistance.

The family naturally provides the most influential and effective context for basic lifelong learning and teaching. The School's governance will be structured to recognize the primacy of the family's necessary influence over their children.

The segment of any community that can be most trusted to make good educational decisions for children to the betterment of both students and the greater society are the parents. Regardless of educational level, income, or lack of support, parents of all backgrounds (particularly those who, because of limited finances, can't choose which neighborhood to live in or which private school to attend) as a group come forward when given a real option and choose successful programs. For this reason, and at the discretion of the classroom teacher, parents will be invited to teach or assist with lesson plans or learning projects in all subjects, depending on their interests and expertise. Parents will also be encouraged to spend time reading aloud to children at school and/or in the home, coaching them in skill development, and otherwise contributing time and talents in a variety of ways. The School will encourage every adult - parents, stepparents, grandparents, aunts and uncles - to take a special interest in the lives of the School's students, to act as mentors and tutors, and to instill in every student a love of learning.

Parents will work in conjunction with the staff to ensure the most effective education possible for their children. To this end, parents will be responsible for knowing and understanding the contents of the School's Charter, and be encouraged, but not required, to participate on school committees and provide other volunteer services as they are able. Parents will respect the authority of the teacher in the classroom. Parental involvement will be actively encouraged, but parents will need to understand their limits when recommending specific actions or changes in the classroom. Parents will be encouraged to understand from their child's teacher the rationale behind the way things are done. However, concerns regarding issues such as curriculum, values, or philosophy will be directed centrally to the Head of School, where they can be handled in a single united effort. Concerns not adequately addressed by the Head of School may be brought to the Board of Directors. The opportunity of parents to choose the School and its well-defined educational program will not include the right to demand individual preferences within the classroom.

L. Finance and Budget

1. Budget Narrative

The budget assumptions are designed to be conservative and account for a worst-case scenario. This is based on the expectation of a similar school enrollment-wise that is managed by the same management organization. In subsequent years, state aid funding increases due to the projected enrollment increases. This increase is a result of plans to build more classrooms during the first year of operation. The school feels that the relationship with the management company would shield them from any significant changes in the state aid funding because of the management agreement that will be in place between the school and the management organization.

Also included in the revenue side for the school is funding for federal programs. Again, the experience of the management organization in operating very similar schools is the basis for this funding source. Although funding from Federal Programs is expected to increase in proportion to the increase in student enrollment each year, most of the school's first-year allocation would be rolled over into the second year due to the way that federal grants are disbursed to new schools. Capital construction funds are assumed at FY23-24 levels and mill levies are not included in this budget but represent opportunities for additional funds to the school.

The assumptions for the expense side of the five-year operating budget are straightforward. There would be no auditing expense in the first year, but after that, the audit costs are based on experiences with a similar school. Each year after the first year, expenses are increased by 3% annually to reflect slightly higher costs. The biggest expense, Purchased Services: Management Fees, are a set percentage of state aid funding to reflect the costs of the management agreement that will be in place.

Purchased Services: Grant Programs and the Food Service expense. Since these programs will be operated by the management organization, the expenses of these programs will be equal to the revenue generated. Sponsorship Fees are assumed for this budget to be 3% of state aid. The remainder of the expenses in the budget is based on past experience operating similar schools. The school can begin to build a fund balance very quickly under these budget assumptions. As the school begins to build a fund balance more money could be allocated to Board of Education programs that the school could offer to supplement the educational programs of the management organization. The school does not anticipate needing any additional funding sources outside of the state per pupil funding and federal grant funding to be financially viable.

The Governing Authority and management organization work closely together to monitor enrollment, human resources, expenses, and the needs of the school. Monthly meetings work a variety of levers for spending to help the school maintain fiscal stability by keeping enrollment and spending levels in balance.

2. 5 Year Budget

See Attached

3. Systems and Procedures

Financial services for the Independence Classical Charter School will be provided by the ESP financial team. An Accounting Procedures Manual can be provided so that the authorizer may review these procedures. This manual describes the systems, policies, and processes the school will use for financial planning, accounting, purchasing, and payroll.

The Educational Service Provider (ESP) School Finance team will use the Microsoft Dynamics (Great Plains) software system to manage the accounting for the school. Accel uses Ultipro as its Human Resource Information System which includes payroll functionality.

As a new charter school, the Independence Classical Charter School will adopt and implement financial policies and procedures to ensure the school is compliant with the statute and the accompanying regulations from the State. The Board may also consider working with an accounting firm familiar with Colorado-specific school accounting. This organization will support the Academy to ensure the school's internal control methodology is compliant with state requirements.

The Board Treasurer is the fiscal officer for the school and will review all financial documents, at a minimum, every month. The Treasurer will review invoices and authorize payment. The Board Treasurer will participate in the annual school budgeting process and provide a detailed review before the budget being presented to the full board for review and approval.

The ESP finance team provides hands-on financial management that aligns with the strategic vision of the Board and helps the school execute its operational plans. The Accel financial services include bookkeeping for the school, the development of the draft annual budget, providing business analytics, and preparing monthly/year-end unaudited financial statements.

In carrying out the school's operations, the Head of School will be authorized to spend funds aligned with the school budget and within the school spending policy limits.

The Board will seek an independent audit firm, approved by the State Board of Accounts, to conduct the annual school audit of financial and administrative operations. The board will request at least two bids from firms with experience with charter schools with a preference for one with charter school audit experience.

The school is committed to transparency and will comply with all state, federal, and authorizer reporting requirements. The Board will also review detailed financial documents every month. Those financial reports will be part of the school board meeting deck and, therefore, public documents. Any member of the public may request those public documents through a request under the Access to Public Records Act and the school will comply with those requests. The school will produce an annual report which will include school academic and financial information and will distribute it to all parents in the school. The authorizer will be provided a copy of this report.

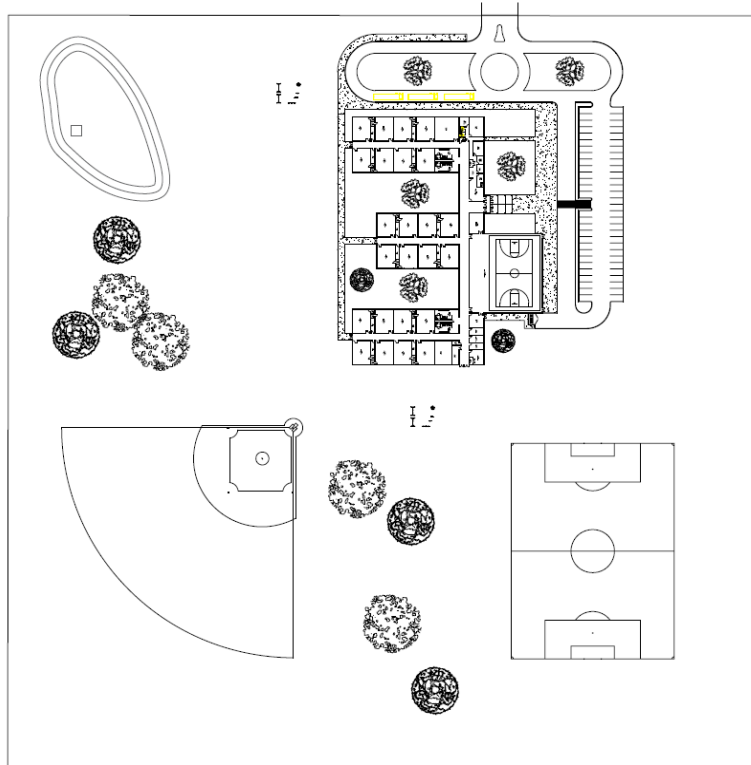
The authorizer has required monthly and annual reporting requirements which include financial reports. The Board will comply with all requests from the authorizer to review school financial documents.

M. Facilities

1. Land and Facilities Plan

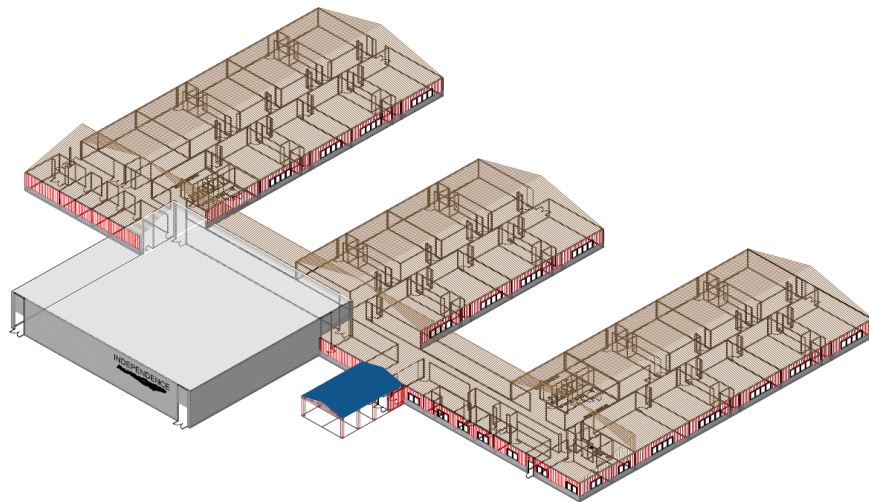
Elizabeth is a rapidly growing area with new construction occurring throughout the county. The School will work closely with the school district and the housing developer for the Independence Community to develop at least 25 acres of land off of county road 158. The developer will contribute to the plan by leveling the property in exchange for the community being able to use the school grounds. The land will provide an ideal location for the school and outdoor play and sports areas. The close proximity to new housing will prove convenient for families seeking a community school.





2. Facility Description

Upon site development, the school building will be designed to grow as additional grade levels are added. This strategy will help the school to manage facilities costs by not building and maintaining a facility larger than the current enrollment. To reduce cost, waste and construction time, the structures will be constructed off site. The building will include classrooms and offices to meet the growing demands of a K-8 school. In addition, the school will have adequate common spaces to support the National School Lunch Program, physical education, and the arts. The abundant acreage will allow for outdoor play, sports, and outdoor classrooms. The rendering below is a potential layout for the school but is only preliminary at this time.



3. Construction Process

The construction timeline will take place over 12-14 months including site development. The plan will be developed based on the production company's timeline.

4. Obtaining a Certificate of Occupancy

The School will coordinate all inspections with Elbert County. The building permits will be designed to meet the 2018 I Codes. It shall be the sole responsibility of the School to verify all utilities and easements including water, sewer, well, septic, electric, phone, cable, fiber optic, and gas prior to excavation or construction of any structure. The School will submit a Building Inspection Request Form to Elbert County within a reasonable amount of time prior to opening.

5. Contingency Plan

In the event construction is not completed by the first day of school, the Elizabeth School District will provide space to install temporary classrooms for our School. Upon completion of the facility, the School will transfer all property and records to the site. A mid-year move to our final location would be possible.

6. Real Estate and Development Team

Team Member	E-Mail	Years of Experience
Pat McGraw, representative of Independence	jp6mcgraw@gmail.com	30+ in education and charter school experience with Douglas County
Jim Yates, site planning contact	Jim@craftcompaniesllc.com	Chief Operating Officer for Craft Companies, LLC.
Kevin Wilson	kwilson@pansophiclearning.com	20+ in real estate

7. Transportation and Food Service

Transportation. The School will partner with the Elizabeth School District to provide transportation services to the families. Bussing will be coordinated by the District for all students attending the School.

Food Service. The School will partner with the Elizabeth School District to provide food service that is aligned to the National School Lunch Program. Meals will be prepared by the District and warmed on location daily. At this time, we do not foresee more than 30% of the population qualifying for free and reduced meals.

N. Employees

A. Employee Policies

The School will adopt its own written policies (in compliance with federal and state law) concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee related problems, including complaint and grievance procedures. The Handbook is included in the appendices.

B. Hiring of Personnel

The Educational Service Provider (ESP) will be responsible for the hiring and termination of all staff. Employment agreements will address salary, benefits, working conditions, and rights. The School will accept both certified and uncertified employees according to prevailing Colorado state law and current interpretation of the Charter Schools Act.

A qualified and committed instructional staff is the cornerstone of exceptional learning outcomes for the students that attend our schools. We recognize that a comprehensive talent management strategy for both teachers and our school leadership team is critical to recruiting and retaining top educators. Our plan begins with identifying credentialed individuals who are committed to our schools.

We will employ a mix of veteran teachers and recent college graduates, allowing us to leverage school experience and the latest in instructional practices. All instructional staff will be offered a variety of mandatory and optional training opportunities to further their instructional effectiveness. Their performance will be assessed throughout the year, with regular feedback and coaching. There are several key areas of focus that we believe are crucial to hiring and retaining top talent. Recruitment will occur through the following key components:

- Targeted Job Postings
- Career Fairs and College Campus Visits
- Competitive Compensation
- Signing Bonuses
- Employee Referral Program
- Career Development
- Education and Training Opportunities
- Job Mobility Opportunities

Our goal is to find and retain the best instructional staff in order to help our students reach their maximum potential.

C. Compensation Schedule

Independence Classical Charter School embraces a philosophy that compensation should reward achievement and impact in a fiscally responsible manner. We will develop base compensation structures that recognize educational attainment and professional experience with opportunities to acknowledge outstanding performance and contributions to the school community. In setting compensation, we will assess the local market and review recommendations with the school's finance team to ensure that the budget can support personnel costs.

In addition to a competitive salary structure, signing bonuses are potentially available for certain circumstances where positions are hard to find.

We also believe that comprehensive health & welfare benefits offering is critical for staff recruitment and retention. Employees will have access to medical, dental, and vision insurance through national carriers, life and disability insurance, flexible spending accounts, and Paid Time Off (PTO).

D. Payroll

School employees will be paid through the payroll department of the ESP using its procedures to record employee work hours, compute pay, deduct federal, state and local income taxes, and make other adjustments as contained in applicable District policies.

E. Benefits

We also believe that comprehensive health & welfare benefits offering is critical for staff recruitment and retention. Employees will have access to medical, dental, and vision insurance through national carriers, life and disability insurance, flexible spending accounts, and Paid Time

F. Equal Opportunity Employer

The School affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, ancestry, age or disability in its recruitment, selection, training, utilization, termination or other employment-related activities.

G. Employee Welfare and Safety

The School shall comply with all District policies, and applicable federal and state laws, concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug-free workplace.

H. Employee Records

The School shall comply with all District policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Open Records Law, C.R.S. Sec. 24-72-204 et seq.

I. Employment Contracts

The School will enter individual employment contracts with the Head of School, Business Manager, teachers and all staff and other employees. Such contracts will be consistent with the provision set forth in the Employment Handbook and the School's Charter.

J. Teacher Evaluation

Teachers will conduct a self-evaluation form, found in the appendices section, and will be observed formally and informally throughout the year. Progress checks mid-year will be used to review evaluation data in order to inform and improve the educational program and academic success of the students. Staff development will be assigned to teachers as needed and assessed for its effectiveness.

K. School Structure, Policies and Procedures

Please see the school handbook in the appendices section for key policies such as employment practices, benefits, leave policies, grievance policies, conflict of interest policies, harassment, evaluation practices, etc.

O. Insurance Coverage

Appropriate insurance coverage will be provided for the School's governing body. The School may take part in the District's insurance coverage for property, liability, and workman's compensation policies. The School will pay a fair share of the District's per pupil allocation to the ESD Insurance Reserve in the event this option is exercised. Insurance needs not covered by the School's participation in ESD's Insurance Reserve will be negotiated with the District through its carrier, or purchased separately. The BOD may also choose to consider outside providers, in lieu of the District coverage. In such case, the coverage will at least equal that provided under the District's Plan; the District will be named as an additional insured on all policies; and all levels, types and amounts will be approved by the District.

P. Dispute Resolution Process

Independence Classical Charter School Dispute Policy

Independence Classical Charter School recognizes the responsibilities of accountability delegated to the charter sponsor by the Colorado charter law. When Independence Classical Charter School receives a complaint, it follows these procedures:

1. If there is an issue with staff/faculty, please reach out to that individual first to address any concerns.
2. If the complainant's concerns are not addressed, then the complainant should talk directly to the school leader.
3. The school leader or designee shall investigate the complaint as promptly as practicable but in no case more than fifteen (15) working days from the date the complaint was received. The school leader or designee shall have the complete cooperation of all persons during the investigation.
4. If the concern involves a student safety issue, the school shall immediately notify Independence Classical Charter School leader.
5. If the school leader does not resolve the issue or address the concern, the complainant should speak with someone on the school board.
6. If no agreement satisfactory to the parties can be reached within twenty (20) working days from receipt of the complaint, the school leader or designee shall make a report to the School Board within thirty (30) working days from receipt of the complaint.
7. The School Board shall review the case and make its recommendations to the school leader within fifteen (15) working days after receiving the grievance.
8. Retaliation against an individual for filing a complaint or cooperating in an investigation is strictly prohibited, and Independence Classical Charter School will take necessary actions to prevent such retaliation.

Independence Classical Charter School follows all Colorado State and U.S. Department of Education laws to ensure students are provided accommodations. The school will provide equal access for families for students with special education, 504 plan, or English Language Learners.

Independence Classical Charter School Dispute Form	
Today's Date	
Complainant's Full Name	
Phone Number	
Email Address	
Mailing Address	
Detailed descriptions that violate a school law.	
Did someone observe this violation? If yes, who?	
Have you contacted the school leader? Date of Contact?	
If yes, what was the outcome? If no, why not?	
Have you contacted someone on the school board? Date of Contact?	
If yes, what was the outcome? If no, why not?	
Possible Solution	
I certify the above information to the best of my knowledge is true, accurate, and complete.	Signature:

Q. Waivers

1. Colorado State Waivers

Pursuant to Section 22-30.5-105 C.R.S., the School will request release from certain State regulations and District policies and regulations. The School will request the School Board to submit a joint request with the School to the State Board for the releases from State regulations.

The District and the School are the only entities affected by the waivers. Since the School has no employees at this time, no rights of any administrators, teachers or staff will be affected. Any employees hired will accept employment based on full knowledge of the School's practices, policies and procedures, and any waivers that have been granted.

The Charter School Act permits charter schools to operate free from specified state and local rules and regulations in order to effect innovative educational reform. The goal of the School is to provide excellence in education for all its students and to enhance the educational opportunities that are available within the District. The School's goals and objectives are to challenge students to high levels of academic performance through a core curriculum, innovative learning models and support for diverse learning styles, interests and needs. By setting individual goals for students that complement the School's goals, student interest, learning and achievement levels are expected to increase, thereby improving attendance and graduation rates.

Each waiver request is designated as "Substantive" or "Delegation." The School requests that it be permitted to operate free from those statutes identified in the waiver requests as "Substantive." The School intends to comply with those waiver requests identified as "Delegation," but request that all power and responsibility for doing so be delegated from the School Board and the State Board to the School.

The following waivers are requested with the understanding that, even if granted, the School will be subject to limitations on its authority by virtue of the Contract with the District, which will remain in full force and effect. Delegation waivers will be requested from the State Board only to the extent that delegations made in the Contract with the District would be deemed to be impermissible without such waivers.

The School anticipates that as it develops the need for additional waivers may become apparent. The School therefore reserves the right to submit additional requests for waivers of the District's regulations and policies and the Colorado Statutes as necessary.

AUTOMATIC WAIVERS OF COLORADO REVISED STATUTES

Automatic Waiver List: Current as of 6/2/17 – Present	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)(l)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

REQUEST FOR NON-AUTOMATIC WAIVER OF COLORADO REVISED STATUTES

STATUTE DESCRIPTION: Certified Personnel

Section 22-9-106

Section 22-2-112(1)(q)(l)

These sections require school Evaluations districts to have written Local Board of Education- system and related procedures duties to evaluate the performance of school district certificated personnel and commissioner duties (reporting performance evaluation ratings) (Substantive waivers).

Rationale: The School will be responsible for its own personnel matters, including the supervision and evaluation of its personnel and the method for conducting such evaluations, consistent with the approved Application and the Contract. The School will be responsible for conducting performance reviews in accordance with its Employee Manual. Additionally, the School should not be required to report its teacher evaluation ratings as part of the commissioner's report as required by C.R.S. 22-2-112(1)(q)(l) but will still report on in-field/out-of-field.

Replacement Plan: See above.

Duration of the Waivers: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District's or the School's budgets.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, 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 approved Application and the Contract.

Expected Outcome: With this waiver, the School will be able to implement its program and evaluate its teachers in a manner that produces a greater accountability to the School. This will benefit staff members as well as students and the community.

STATUTE DESCRIPTION

Section 22-32-110(1)(y)

Grants the Board of Education the power to accept gifts, donations or grants of any kind made to the District and to expend such in accordance with the donor's conditions, except conditions contrary to law.

Rationale: The School will be responsible for determining its own budget and issues associated therewith.

Replacement Plan: The School will not accept any gift or donation if the acceptance of said gift or donation is in violation of the law, its charter contract, or any ethical or conflict of interest policies of the School.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District. The School must operate within its budget and the cost of employing necessary staff has been included in that budget.

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 approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

STATUTE DESCRIPTION

Section 22-32-109(1)(n)(I) & (II)(A)&(B)

Board of Education-Specific Board's duty to prescribe Duties length of school year and hours of teacher-pupil instruction and contact, and to adopt a calendar (Delegation waivers).

Rationale: The school year will total approximately 185 days per year. The School will prescribe its own school calendar and hours of teacher-pupil contact. An essential element of the School design is a longer school day. This authority is instrumental to the success of the School program.

Replacement Plan: Drafts of a typical School Day and Week are attached included.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon District. The School must operate within its budget, which has been developed under the assumption that these waivers will be granted.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the same performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be able to operate with a longer school year and under its own schedule, which is vital to the success of its program. In no case may the direct pupil-teacher instruction and pupil-teacher contact time provided by the School fall below the state minimum requirements described in C.R.S. § 22-32-109(1)(n)(II)(A) and elsewhere in Colorado statutes.

STATUTE DESCRIPTION

Section 22-32-110(o)

Grants the Board of Education the power to provide free use of textbooks to all school age pupils enrolled in the public schools of the District. (Delegation waiver)

Rationale: The School has requested the District to grant the Board of Directors of the School the authority to determine the textbooks to be used in the School, with the School Board retaining the right of final approval. The School will choose the textbooks and materials that will be used and the procedure for making them available to its students.

Replacement Plan: The educational program that the School will implement is set forth in detail in Section "d" of the Application.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon District.

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

Expected Outcome: The School expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet the School's standards.

STATUTE DESCRIPTION

Section 22-32-109(1)(b)

Section 22-32-109(1)(bb)(I)

Board of Education - Specific Grants Board of Education Duties authority to adopt policies and prescribe rules and regulations for efficient administration of the District. Requires the Board of Education to adopt a policy prohibiting the use of tobacco on school grounds. (Delegation waivers)

Rationale: The School will be operating independently from other schools in the District and should be delegated the authority to develop, adopt and implement its own operational policies, rules and regulations, subject to the limitations in the approved Application and the Contract.

Replacement Plan: The Board of Directors of the School will adopt policies, and the Head of School of the School will prescribe rules and regulations, subject to the Board of Directors' approval.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of these waivers, it will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Application.

STATUTE DESCRIPTION - Kindergartens**Section 22-32-119**

Permits Board of Education to establish and maintain kindergarten and prescribe courses of training, study, discipline and rules and regulations governing the program. (Delegation waiver)

Rationale: The School will operate its own kindergarten program in accordance with the approved Application and the Contract. The School 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 approved Application and the Contract.

Replacement Plan: The School will provide its own curriculum for Kindergarten students as part of its design.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon District.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and measurements that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School 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 and ensure that students have the time to achieve the curricular standards of the School.

STATUTE DESCRIPTION - Process for disciplinary appeals**Section 22-33-105(7)(b)**

(Delegation waiver)

Rationale: The School must have the ability to hear disciplinary and related appeals under C.R.S. 22-33-105(2)(c).

Replacement Plan: To ensure the School is meeting the intent of the law, the School will involve its legal counsel and the District in any appeals to the governing board to ensure that the students are being afforded due process. The School will develop a policy for carrying out the requirements of 22-33-105 for review and approval by the District. The School will report expulsion data pursuant to 22-33-105(2.5).

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon District.

How the Impact of the Waiver Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both the District and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by the District.

Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by the District. .

STATUTE DESCRIPTION - Employment contracts

Section 22-63-202

Section 22-63-203

Section 22-63-203.5

Requires written employment contracts to be in writing - contract with teachers, duration - damage provision including a damages provision. Provides for temporary suspension of employment and cancellation of contract. Probationary Teachers - Provides for contract with renewal and non-renewal of probationary teachers and employment contract allows for non-renewal and renewal of employment contract and non-probationary portability. (Substantive waivers)

Rationale: The School should be granted the authority to develop its own employment contracts and terms and conditions of employment. Given the limited duration of the Contract, the School should not be required to give tenure and probationary periods to its teachers. The School will be operating differently from other schools with a unique curriculum for which having the proper teachers is essential. Not every teacher who is successful in the regular public school will be successful in the School.

Replacement Plan: An appropriate teacher contract will be developed in accordance with the parameters set forth in the Handbook, which is attached as an appendix.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: The School expects that as a result of these waivers, it will be able to operate its educational program in a more efficient and productive manner and will be accountable for the performance of teachers and students in the School.

STATUTE DESCRIPTION

Section 22-63-205

Section 22-63-206

Transfer - compensation Permits transfer and exchange of teachers and between schools upon recommendation of the District's chief administrative officer. (Substantive waivers)

Rationale: The School will have the authority to select its own teachers. The District should not have the authority to transfer its teachers into the School or transfer teachers from the School to District schools, except as provided in the approved Application and the Contract.

Replacement Plan: The School will comply with the teacher transfer provisions contained in Section "h" of the Application. Duration of the Waiver: The School requests that this waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District or the School. How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application And the Contract.

Expected Outcome: The School expects that as a result of this waiver, it will be able to manage its own personnel affairs. Consistent with the terms of the approved Application, the Contract and the Colorado Charter School Law, the School will provide the opportunity for teachers to transfer back into the District if they so choose.

STATUTE DESCRIPTION

Section 22-32-109.7

Section 22-32-109.8

Section 22-32-109.9

Board of Education - specific Requires Board of Education to duties - employment of make certain inquiries and personnel background checks prior to hiring applicants; requires Board of Education to notify Applicants selected for non- department of education of certificated positions - allegations of child or sexual submittal of forms and abuse; requires applicant to fingerprints - prohibition submit fingerprints and against employing persons certify no convictions; failing to comply provides for District to require certified personnel to submit fingerprints in certain
Certificated Personnel - instances. submittal of fingerprints (Delegation waivers)

Rationale: The School will hire its own employees and therefore should be responsible for complying with these provisions for its own employees and be delegated the authority to do so.

Replacement Plan: The School will comply with these provisions in the same manner as the District does, but the School will be responsible for complying with these provisions.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be responsible for completing its own background checks.

STATUTE DESCRIPTION - Teacher Employment, Compensation, and Dismissal - Definitions - Substitute Teacher
Section 22-63-103(10) (Substantive waiver)

Rationale: Developing and maintaining a qualified pool of substitute teachers can be challenging for a charter school since the expectations vary from those of traditional public schools.

Replacement Plan: The School Administrator shall have the authority to select part-time and substitute teachers.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District or the School.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance criteria and assessments that apply to the School, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will maintain control of employment matters at the School in order to better serve its students and unique programmatic needs.

STATUTE DESCRIPTION

Employment - Certificate Prohibits Board from entering required into an employment contract Section 22-63-201 with a person who does not hold a teacher's certificate or letter of authorization.
(Substantive waiver)

Rationale: The School should be granted the authority to hire teachers and other personnel who will further the School's goals and objectives. The School will employ a Head of School rather than a principal.

The Head of School will not function as a traditional school district principal, but rather will be responsible for a wider range of tasks and act as the School's chief executive officer. The School will seek to attract Head of Schools 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.

Replacement Plan: The School will, where possible, hire certificated teachers and principals. However, in some instances, it may be advantageous for the School to be able to hire teachers and/or Head of Schools without a certificate and who possess unique background and/or skills or fill a need of the School. The School will require such persons to obtain a certificate within a designated period of time.

Duration of the Waivers: The School requests that the waivers be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no financial impact upon the District. 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 the School including its financial reporting arrangements, as set forth in the approved Application and the Contract.

Expected Outcome: As a result of these waivers, the School will be able to employ professional staff possessing unique skills and/or background or filling needed positions.

STATUTE DESCRIPTION

Section 22-32-110(w)

Board of Education - specifically Gives the Board of Education the power to duties contract for transportation for pupils enrolled in public schools of the District. (Delegation waiver)

Rationale: The School may contract for transportation for at risk students who otherwise would not be able to attend the School.

Replacement Plan: The School will adopt a policy for transportation of students that includes a requirement that any contractor providing transportation services for the School will procure liability and property damage insurance on such bus or motor vehicle and pay all premiums for such insurance, without the right of contribution from the School to the insurer.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the request will have no financial impact upon the District or the School, as the School's budget was prepared under the assumption that this waiver would be granted. 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 approved Application and the Contract.

Expected Outcome: As a result of this waiver, the School will be better able to assure that all students have an opportunity to attend the School.

REQUEST FOR WAIVER OF ELIZABETH SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

SECTION C: GENERAL SCHOOL ADMINISTRATION POLICY DESCRIPTION

CF School Building Administration
CFB Evaluation of Principals/Building Administrators
CFD Site or School Based Management

Rationale: The BOD will hire a Head of School with responsibilities delegated to him/her for implementing policies and rules of the BOD. The School will develop its own evaluation practices for its entire staff.

Site Based Management for the School is defined by its charter contract with the District.

SECTION D: FISCAL MANAGEMENT POLICY DESCRIPTION

DBC Budget Planning
DBE-G Budget Recommendations, Hearings and Adoption
DJA-H Purchasing
DK Payment Procedures

Rationale: The charter contract sets the timeline for budget negotiations and fiscal reporting. The BOD will establish its own business practices. The budget as agreed upon shall be managed solely by the School. All equipment purchased by the School will be purchased and sold with guidelines established by the BOD.

SECTION E: SUPPORT SERVICES POLICY DESCRIPTION

EBCD-E School Closings and Cancellations

Rationale: Since it has not yet been determined where the School will be located, the Business Manager will be required to develop emergency plans that meet state and local requirements. Building

grounds maintenance of a non-District facility will be done by the Business Manager with oversight by the BOD as well as office services and data management. The Head of School will determine when closure or early dismissal is necessary in the event of hazardous weather.

SECTION F: FACILITIES PLANNING AND DEVELOPMENT

POLICY DESCRIPTION

FEA Facilities Construction

FF Naming Facilities

Rationale: Should the School obtain a non-District facility, it will choose a qualified architect and contractor to construct or carry out the leasehold improvements. The BOD and the Business Manager will oversee the work and naming of the facility.

SECTION G: PERSONNEL

POLICY DESCRIPTION

GA Personnel Policies Goals

GBA Equal Opportunity Employment

GBE Staff Health and Safety

GFEEA Staff Protection

GBG Staff Welfare/Protection

GBJ Personnel Records and Files

GBAA Sexual Discrimination and Harassment

GBAC Diversity in Employment

GBEA Staff Ethics/Conflict of Interest

GBEB Staff Conduct

GBEC Drug-Free Workplace (also ADB)

GBGA Staff Health

GBGB Staff Personal Security and Safety

GBGD Worker's Compensation

GBJ Personnel Records and Files

GC Professional Staff

GCB Professional Staff Contracts and Compensation

GCBA Instructional Staff Contracts/Compensation/Salary Schedules

POLICY DESCRIPTION

GCBC Professional Staff Supplementary Pay Plans/Overtime

G CBD Professional Staff Fringe Benefits

GCC Professional Staff Leaves and Absences

GCCAA Instructional Staff Sick Leave

GCCAB Instructional Staff Personal/Emergency/Legal/Religious Leave

GCCAC Instructional Staff Maternity/Paternity/Parental Leave

GCCAD Instructional Staff Military

GCCAE Instructional Staff/Conferences/Training/Workshops

GCCAF Instructional Staff Sabbaticals
GCCAG Professional Staff and Instructional Staff Extended Leave of Absence
GCCAH Professional Staff and Instructional Staff Association Leave
GCCBA Administrative Staff Sick Leave
GCCBB Administrative Staff Personal/Emergency/Legal/Religious Leave
GCCBC Administrative Staff Maternity/Paternity/Parental Leave
GCCBD Administrative Staff Military Leave
GCCBG Professional Staff and Administrative Staff Extended Leave of Absence
GCCBH Professional Staff and Administrative Staff Association Leave
GCDB Administrative Staff Vacations and Holidays
GCE Professional Staff Recruiting
GCEC Posting and Advertising of Professional Vacancies
GCF Professional Staff Hiring
GCG Part-Time and Substitute Professional Staff Employment
GCCA Qualifications of Substitute Staff
GCI Professional Staff Development
GCIB Inservice Requirements for Instructional Staff
GCID Professional Staff Training, Workshops and Conferences
GCIE Professional Staff Continuing Education
GCK Professional Staff Assignments and Transfers
GCKA Instructional Staff Assignments and Transfers
GCKB Administrative Staff Assignments and Transfers
GCM Professional Staff Workload
GCMA Professional Staff Planning Time
GCMC Parent Conferences, Staff Meetings, and School Meetings
GCMD Instructional Staff Extra Duty
GCJ Support Staff Assignments and Transfers
GDK Support Staff Schedules and Calendars
GDM Support Staff Career Development
GDMB Support Staff Training, Conferences, and Workshops
GDO Evaluation of Support Staff
POLICY DESCRIPTION
GDQA Support Staff Reduction in Force
GDQB Resignation of Support Staff
GDQC Retirement of Support Staff
GDQD Discipline, Suspension, and Dismissal of Support Staff
GDR Non-school Employment by Support Staff
GDQE Personnel Support/Classified Staff Privatization of Support Services

Rationale: Compensation and employment contracts will be established and approved by the BOD. All staff employed by the school will be "at will" employees with annual contracts. The School will determine its own school calendar and working day schedules. The School will determine its own staffing needs and recruitment and hiring procedures. The School will establish its own salary

schedules, and benefits package, subject to the statutory requirement that employees of a charter school be members of the Public Employees Retirement Association. these issues are addressed in the employee manual produced in conjunction with the District and the School Board.

SECTION I: INSTRUCTION POLICY DESCRIPTION

IB Academic Freedom
IC School Year
ICA School Calendar
IE Organization of Instruction
IFC Multiculturalism
IGA Curriculum Development
IGD Curriculum Adoption
IGF Curriculum Review
IHA Basic Instructional Program
IHAL Teaching about Religion
IHAM Health Education
IHAMA Teaching about Drug, Alcohol, Tobacco
IHAMB Family Life/Sex Education
IHAMC HIV/AIDS Education
IHBB Gifted and Talented Education
IHBC Programs for At-Risk/Disadvantaged Students
IHBCA Programs for Pregnant/Parenting Students
IHBD Compensatory Education
IHBEA English as a Second Language
IHBG Home Schooling

POLICY DESCRIPTION

IHBH Alternative School Programs
IHBHA Alternative Schools
IHBIB Primary/Pre-Primary Education
IHCA Summer School
IHCDA Postsecondary Options/Concurrent Enrollment
IHCFA School-Based Child Care
II Instructional Arrangements
IIA Grouping for Instruction
IIB Class Size
IHBJ Instruction Curriculum Program Education of Migrant Children
IJL Library Materials Selection and Adoption
IJNC Resource Centers/Media Centers/School Library
IJNDA Computer-Assisted Instruction
IJOA Field Trips
IKAB Report Cards, Progress Reports
IKC Class Rankings/Grade Point Averages

IKE Promotion, Retention, and Acceleration of Students
IKF Graduation Requirements
IKFA Early Graduation
IKFB Graduation Exercises
IL Evaluation of Instructional Programs
ILBA District Program Assessments
ILBB State Program Assessments
IJNDC Instructional Resources and Materials
IMB Teaching about Controversial/Sensitive Issues
IMBB Exemptions from Required Instruction
IMDC Religious Observances and Displays
IME School Assemblies

Rationale: Pursuant to statutory authority, the School will design its own educational program and curriculum. Textbooks will be approved by the BOD. Curriculum design, implementation and review will be a continuous process. The School will work closely with the District on ensuring the content standards of its curriculum meet or exceed those of the District. The School might want to develop additional assessments to what the District uses. That will have to be determined once the School analyzes the assessments the District develops.

SECTION J: STUDENTS

POLICY DESCRIPTION

JC School Attendance Areas
JFABB Admission of Exchange and Foreign Students
JGA Assignment of New Students to Classes and Grade Levels
JHCA Open/Closed Campus
JHD Exclusions and Exemptions from School Attendance
JIBA Student Government
JICA Student Dress
JJA Students Organizations
JLD Guidance and Counseling
JQ Student Fees, Fines, and Charges

Rationale: The School has established its own enrollment policy consistent with the Charter School Act. Non-resident students will be allowed to enroll on a space available, first-come first-served basis.

SECTION K: SCHOOL-COMMUNITY-HOME RELATIONS

POLICY DESCRIPTION

KBC Parent Involvement in Decision Making
KE Public Concerns and Complaints
KEA Public Concerns/Complaints about Policies
KEB Public Concerns/Complaints about Personnel
KEC Public Concerns/Complaints about Instructional Resources
KED Public Concerns/Complaints about Facilities and Services
KEE School Ombudsperson/Parent Liaison

KEF School-Community-Home Relations Public Concerns and Complaints
KF Community Use of School Facilities
KGA School Foundations
KLB Relations with Election Authorities

Rationale: The School will establish its own procedures concerning fundraising activities. The BOD will handle all parental concerns and complaints about instructional materials. The School understands that the development of policies and procedures is an ongoing activity. It is also understood that the School will ask for waivers of School Board policy when it deems necessary.

R. School Management Contracts

1. Partnership with Accel Schools Colorado, LLC.

The Board of Directors for Independence Classical Charter School anticipates contracting with ACCEL Schools to provide educational management services.

2. Network Capacity

ACCEL Schools is currently the management organization responsible for the operation of over 85 brick-and-mortar and virtual Charter schools serving over 32,000 students in Colorado, Michigan, Ohio, and West Virginia. ACCEL Schools has many schools that are implementing successful models. When ACCEL began working with the current portfolio of schools, the schools were experiencing different levels of success. Some schools had a solid academic program with strong re-enrollment and little change in their teaching staff. Other schools were struggling significantly academically, and financially, and staffing was unstable at best. ACCEL's approach to managing the schools has been to customize our approach to every school.

ACCEL has been successful in launching new schools by finding strong facilities, forming lasting bonds in the community, hiring effective teachers, and marketing to the community early to establish healthy enrollment levels. We will work closely with the Board, District, and legal counsel to lay the foundation for a successful school.

3. Charter Board Authority

The Board of Directors has fiduciary responsibility for the school, defines policies and procedures, and holds all contractors and the Educational Service Provider (ESP) accountable. The Board will be responsible for evaluating the performance of the ESP on an annual basis. The Board has no conflicts of interest with the ESP. The management organization will be evaluated based on the services being provided in each of the following disciplines:

School Operations

- Financial Support Services
- Human Resources and Office Management Services
- Compliance Services
- Development, Marketing and Public Relations
- Charter Authorizer and Department of Education Relations
- Communications and Family Engagement
- Business Services
- Facilities Support
- Transportation Support if applicable
- Instructional Property Management
- Health and Safety
- Maintenance of Student Records
- Federal Programs
- Educational Services

Independence Classical Charter School

Appendices

Table of Contents

- A. Articles of Incorporation
- B. Authorization and Certificate of Good Standing
- C. Budget Documents
- D. Bylaws
- E. Conflict of Interest Policy
- F. Core Knowledge Research Basis and Track Record of Success
- G. Governing Board and Steering Committee Member Bios
- H. Grievance Policy
- I. Handbook
- J. Intent to Submit
- K. IRS Designation Letter
- L. Job Description Samples
- M. K-8 Curriculum Maps
- N. Letters of Support
- O. Literacy Essentials (Successor to Riggs) Research Basis
- P. Services Agreement with ESP
- Q. Singapore Math Curriculum
- R. Teacher Self Evaluation

Independence Classical Charter School Application

Appendix A

Articles of Incorporation



Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the nonprofit corporation is Independence Classical Charter School

The principal office street address is

5228 Monarch Crest Way
Colorado Springs CO 80924
US

The principal office mailing address is

5228 Monarch Crest Way
Colorado Springs CO 80924
US

The name of the registered agent is Lydia Todd

The registered agent's street address is

5228 Monarch Crest Way
Colorado Springs CO 80924
US

The registered agent's mailing address is

5228 Monarch Crest Way
Colorado Springs CO 80924
US

The person above has agreed to be appointed as the registered agent for this entity.

The name(s) and address(es) of the incorporator(s)

Lydia Todd
5228 Monarch Crest Way
Colorado Springs CO 80924
US

Voting members

There are no voting members for the nonprofit corporation.

The distribution of assets for the nonprofit corporation:

Upon dissolution of this corporation, its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

Additional information the person(s) forming this entity determined to include is attached.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Joshua Miller
5665 Vessey Rd
Colorado Springs CO 80908
US

Independence Classical Charter School Application

Appendix B

Authorization and Certificate of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Accel Schools Colorado, LLC

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20151419056.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/27/2024 that have been posted, and by documents delivered to this office
electronically through 08/28/2024 @ 14:44:50.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 08/28/2024 @ 14:44:50 in accordance with applicable law.
This certificate is assigned Confirmation Number 16340037.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Independence Classical Charter School Application

Appendix C

Budget

Independence Classical Charter School (ICCS)
Projected Operations Beginning FY2026
Assumed Starting FTE of 200

FINANCIAL MODEL	2026	2027	2028	2029	2030	2031
FTEs ¹	198	296	399	399	399	399
Revenue						
State Per Pupil Funding	11,018	11,569	12,147	12,754	13,392	14,062
State Revenue	2,181,495	3,424,286	4,846,637	5,088,969	5,343,417	5,610,588
Federal Per Pupil Funding	1,072	1,072	1,072	1,072	1,072	1,072
Federal Revenue	212,214	317,249	427,643	427,643	427,643	427,643
Local Revenues						
MILL Levy	-	-	-	-	-	-
Other State Revenue	396	408	420	433	446	459
Capital Construction	78,448	120,793	167,711	172,742	177,925	183,262
Total Revenue	2,472,156	3,862,328	5,441,991	5,689,354	5,948,985	6,221,494
Expenses						
Salaries and Wages	870,000	1,236,000	1,655,004	1,704,654	1,755,794	1,808,468
Fringe	234,900	333,720	446,851	460,257	474,064	488,286
Employee Administrative Passthroughs	15,300	22,063	30,299	31,208	32,145	33,109
Management Fees	370,823	579,349	816,299	853,403	892,348	933,224
Sponsor Fees	65,445	102,729	145,399	152,669	160,303	168,318
Facilities - Lease	370,823	579,349	816,299	853,403	892,348	933,224
Facilities - Utilities, Repair & Maintenance	151,142	155,676	160,346	165,157	170,111	175,215
Supplies & Materials	150,300	136,166	174,624	230,128	183,570	190,817
Technology Platform	44,550	68,598	95,242	98,100	101,043	104,074
Tech Support Services	22,968	32,124	33,087	34,080	35,102	36,155
Food Expense	-	-	-	-	-	-
Legal & Audit	63,000	59,850	61,646	63,495	65,400	67,362
Board Expenses	10,000	10,300	10,609	10,927	11,255	11,593
Marketing (student recruitment)	40,000	38,000	39,140	40,314	41,524	42,769
Special Education	212,214	317,249	427,643	427,643	427,643	427,643
Total Expenses	2,621,465	3,671,173	4,912,489	5,125,439	5,242,649	5,420,256
NET SURPLUS / (DEFICIT)	(149,309)	191,156	529,502	563,916	706,336	801,238

Notes:

1. Calculated based on classrooms and FTEs

Notes

Assumes yearly growth rate of 5%

Assume SPED gets covered

Capital construction fund of \$396.2/FTE in FY24 (State Wide)

Year 1: 9 Instructors, 1 HoS, 5 admin/support

Healthcare, Timesheets, Payroll, Compliance Administration + HR/Recruitment Software and Subscriptions
percentage of Total revenue
3% of State Revenue

percentage of Total revenue
based on per pupil expenses of locally managed charter school
teaching supplies, including computers/technology

In person and remote technology support

TBD (typically used for training)

Passthrough advertising expenses (PPC, Instagram/Facebook advertisements)
based on per pupil expenses of locally managed charter school

Budget Assumptions

The budget assumptions are designed to be conservative and account for a worst-case scenario. This is based on the expectation of a similar school enrollment-wise that is managed by the same management organization. In subsequent years, state aid funding increases due to the projected enrollment increases. This increase is a result of plans to build more classrooms during the first year of operation. The school feels that the relationship with the management company would shield them from any significant changes in the state aid funding because of the management agreement that will be in place between the school and the management organization.

Also included on the revenue side for the school is funding for Federal Programs. Again, the experience of the management organization in operating very similar schools is the basis for this funding source. Although funding from Federal Programs is expected to increase in proportion to the increase in student enrollment each year, most of the school's first-year allocation would be rolled over into the second year, due to the way that federal grants are disbursed to new schools. Capital construction funds are assumed at FY23-24 levels with and Mill levies are not included in this budget but represent opportunities for additional funds to the school.

The assumptions for the expense side of the five-year operating budget are straightforward. Each year after the first year, expenses are increased by 3% annually to reflect slightly higher costs. The biggest expense, Purchased Services: Management Fees, are a set percentage of state aid funding to reflect the costs of the management agreement that will be in place.

Purchased Services: Grant Programs and the Food Service expense. Since these programs will be operated by the management organization, the expenses of these programs will be equal to the revenue generated. Sponsorship Fees are assumed for this budget to be 3% of state aid. The remainder of the expenses in the budget is based on past experience operating similar schools. The school can begin to build a fund balance very quickly under these budget assumptions. As the school begins to build a fund balance more money could be allocated to Board of Education programs that the school could offer to supplement the educational programs of the management organization. The school does not anticipate needing any additional funding sources outside of the state per pupil funding and federal grant funding to be financially viable.

The Governing Authority and management organization work closely together to monitor enrollment, human resources, expenses, and the needs of the school. Monthly meetings work a variety of levers for spending to help the school maintain fiscal stability by keeping enrollment and spending levels in balance.

Independence Classical Charter School Application

Appendix D

Bylaws

BYLAWS OF INDEPENDENCE CLASSICAL CHARTER SCHOOL

(Approved August 28, 2024)

ARTICLE I NAME, OFFICES, and PURPOSE

Section 1.1 Name. The name of this Colorado nonprofit corporation is Independence Classical Charter School. These bylaws (the “Bylaws”) govern the affairs of Independence Classical Charter School.

Section 1.2 Business Offices. The initial principal office of the corporation shall be as stated in the articles of incorporation. The corporation may at any time change the location of its principal office. The corporation may have such other offices, either within or outside Colorado, as the board of directors may designate or as the affairs of the corporation may require.

Section 1.3 Registered Office. The registered office required by the Colorado Revised Nonprofit Corporation Act (the “Act”) to be maintained in Colorado may be changed by the board of directors or by the officers of the corporation, or to the extent permitted by the Act by the registered agent of the corporation, provided in all cases that the street addresses of the registered office and of the business office or home of the registered agent of the corporation are identical.

Section 1.4 Purpose. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support or oppose a candidate for public office. The organization is organized exclusively for purposes subsequent to section 501(c)(3) of the Internal Revenue Code.

ARTICLE II MEETINGS

Section 2.1 Regular Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the board of directors. The board of directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 2.2 Special Meetings. Special meetings may be called by the Board President, Vice-President, Secretary, or any two directors.

Section 2.3 Notice. Notice of all meetings shall be provided via email at least 2 days prior to the meeting. Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Notice of action without a meeting must include the time by which a director must respond.

Section 2.4 Waiver of Notice. A director may waive notice of a meeting before, during, or after the meeting. Waiver of notice can be provided in signed writing by the director. A director's attendance or participation in a meeting constitutes waiver of the notice requirement for that meeting unless:

1. The director objects to the lack of or method of notice and does not thereafter participate in the meeting; or
2. If notice of the purpose of the meeting was required but not given and the director objects to the transaction of business for that purpose and does not thereafter participate in the meeting with respect to that purpose.

Section 2.5 Place of Meeting. Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice. Unless otherwise restricted by the articles of incorporation or these Bylaws, directors may participate in a directors meeting through electronic communications, videoconferencing, teleconferencing, or other available technology which allows a director to communicate simultaneously or sequentially with the physically present directors. Participation in a meeting pursuant to this subsection constitutes presence in person at the meeting.

Section 2.6 Quorum. A majority of the directors shall constitute at quorum at any meeting. In the absence of a quorum, a majority of attending directors may adjourn the meeting to another time without further notice. Directors may continue to transact business until adjournment of a meeting, even if the withdrawal of some directors results in representation of less than a quorum.

Section 2.7 Minutes. Minutes of all directors' meetings shall be recorded and signed by the Secretary. Minutes are subject to correction and approval by a majority of the directors. Minutes of the meeting shall be sent to the board of directors within a reasonable time. All minutes shall be kept at the principal office as permanent records of the corporation.

Section 2.8 Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the board of directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The board shall keep written minutes of its proceedings in its permanent records.

ARTICLE III DIRECTORS

Section 3.1 Number of Directors. The organization shall be managed by a board of directors consisting of 3 – 9 directors.

Section 3.2 Staggered Terms. The initial board of directors was divided into two classes, such that the Directors' terms would expire in a staggered sequence, thereby creating continuity in the board of directors. Such staggering of terms shall be maintained should the number of directors be increased or decreased in accordance with the bylaws.

Section 3.3 Election and Term of Office. The directors shall be elected at the annual meeting. Each director shall serve a term of 4 years, or until a successor has been elected and qualified. New directors (or returning directors) may be elected by a vote of the board at a regular meeting or special meeting. New directors (or returning directors) will be elected by a simple majority of directors present.

Section 3.4 Resignation. Resignation from the board must be in writing and received by the Board President.

Section 3.5 Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the board of directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 3.6 Committees. To the extent permitted by law, the board of directors may appoint from its directors a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE IV OFFICERS

Section 4.1 Officers and Duties. The officers of the organization shall be a President, a Vice-President, a Treasurer, and a Secretary. Two or more offices may be held by one person. The President may not serve concurrently as a Vice President.

President. The President shall be the chief executive officer and shall preside at all meetings of the board.

Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties.

Secretary. The Secretary shall give notice of all meetings of the board of directors, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the board of directors' meetings and all committee meetings.

Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the organization as directed and authorized by the board of directors, if any, and shall make reports of corporate finances as required, but no less often than at each meeting of the board of directors.

Section 4.2 Election and Term of Office. The officers shall be elected annually by the board of directors at the first meeting of the board of directors, immediately following the annual meeting. Each officer will serve a one-year term or until a successor has been elected and qualified.

Section 4.3 Removal or Vacancy. The board of directors shall have the power to remove an officer or agent of the organization whenever in its judgment the best interests of Independence Classical Charter School would be served. A director elected by voting members of the board of directors may be removed by voting members of the board of directors only at a meeting called for the purpose of removing that director, and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. Any vacancy that occurs for any reason may be filled by the board of directors.

ARTICLE V CONFLICTS OF INTEREST

Section 5.1 Purpose. The purpose of the conflict of interest policy is to protect Independence Classical Charter School's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of any director of Independence Classical Charter School. This policy is intended to supplement, but not replace any applicable federal and Colorado laws governing conflict of interest to nonprofit and charitable organizations.

Section 5.2 Definitions.

1. Compensation. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Financial Interest. An individual has a Financial Interest if the individual has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in an entity with which Independence Classical Charter School has a transaction or arrangement;
 - b. A compensation arrangement with Independence Classical Charter School or with an entity or individual with which Independence Classical Charter School has a transaction or arrangement; or

- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Independence Classical Charter School is negotiating a transaction or arrangement.

Section 5.3 Duty to Disclose. In connection with any actual or possible conflict of interest, a director, officer, employee, or company, person, or entity trying to work with Independence Classical Charter School (the “Interested Person”) must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

Section 5.4 Procedures for Addressing the Conflict of Interest. The board shall address potential conflicts of interest by proceeding through the following steps in order:

1. An Interested Person may make a presentation at a regular directors meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the board will vote on, whether a possible conflict of interest exists.
2. The President presiding at the meeting shall, if appropriate, appoint a disinterested person or committee to investigate and document alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the board shall determine whether Independence Classical Charter School can obtain a different transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board shall determine, by a majority vote, whether the transaction or arrangement is in Independence Classical Charter School’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the disinterested directors shall decide whether to enter into the transaction or arrangement.

Section 5.5 Violations of the Conflict of Interest Policy. If the board has reasonable cause to believe an individual has failed to disclose an actual or possible conflict of interest, it will inform the individual of the basis for such belief and afford the individual the opportunity to explain the alleged failure to disclose. If, after hearing the individual’s response and after making further investigation as warranted by the circumstance, the board determines the individual has failed to disclose an actual or possible conflict of interest, it will take appropriate disciplinary and corrective action.

Section 5.6 Periodic Reviews. To ensure Independence Classical Charter School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the board shall conduct periodic reviews of existing agreements and business relationships. The periodic reviews shall, at a minimum, determine whether partnerships and arrangements conform to Independence Classical Charter School’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement or impermissible private benefit.

ARTICLE VI CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The organization shall not have a corporate seal. All instruments that are executed on behalf of the organization which are acknowledged, and which affect an interest in real estate shall be executed by the President or Vice-President and the Secretary or Treasurer. All other instruments executed by the organization may be executed by the President or Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the board of directors.

ARTICLE VII AMENDMENT TO BYLAWS

The Bylaws may be amended, altered, or repealed by the board of directors by a two-thirds majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all directors at least ten (10) days before the meeting. The notice of the meeting of the directors at which the amendment will be proposed shall state that the purpose, or one of the purposes, of the meeting is to consider the amendment, and the notice shall contain or be accompanied by a copy or a summary of the amendment.

ARTICLE VIII PERSONAL LIABILITY and INDEMNIFICATION

Section 8.1 Personal Liability. No director or officer shall be personally liable for any injury to person or property arising out of actions committed by Independence Classical Charter School unless such director or officer breached their fiduciary duties to Independence Classical Charter School or committed a criminal offense in connection with such situation.

Section 8.2 Indemnification. Independence Classical Charter School may indemnify and hold harmless any director or officer of Independence Classical Charter School who is involved in litigation by reason of his or her position as a director or officer of Independence Classical Charter School if the person's conduct was in good faith and the person reasonably believed: in the case of conduct in official capacity that the conduct was in Independence Classical Charter School's best interest; in all other cases, the conduct was at least not opposed to Independence Classical Charter School's best interest, and; in the case of a criminal proceeding, the person had no reasonable cause to believe the conduct was unlawful. Independence Classical Charter School shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the person is or was a director, against reasonable expenses incurred by the director in connection with the proceeding. Notwithstanding the foregoing, Independence Classical Charter School may not indemnify a director in connection with (a) any proceeding by or in right of Independence Classical Charter

School in which the director was adjudged liable to Independence Classical Charter School, or (b) any other proceeding in which the director is adjudged liable to Independence Classical Charter School on the basis of deriving an improper personal benefit, whether or not involving action in an official capacity. Independence Classical Charter School, in its discretion, may also purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section.

ARTICLE IX DISSOLUTION

The organization may be dissolved only with authorization of its board of directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the directors. In the event of the dissolution of the organization, the assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied, and discharged, or adequate provision shall be made, therefore. Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organization, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the board of directors.

Certification

Lydia Todd, President of Independence Classical Charter School, and Tyler Younker, Secretary of Independence Classical Charter School certify that the foregoing is a true and correct copy of the Bylaws of the above-named organization, duly adopted by the initial board of directors on [DATE].

I certify that the foregoing is a true and correct copy of the Bylaws of the above-named organization, duly adopted by the initial board of Independence Classical Charter School on [DATE].

Lydia Todd, President

Tyler Younker, Secretary

Independence Classical Charter School Application

Appendix E

Conflict of Interest Policy

Employee Conflict of Interest

No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities in the school system. Policy GBEA, GBEA-R, GBEB & GBEC

Board Member Conflict of Interest

Public office is a trust created in the interest of the common good and for the benefit of the people. It is the intent of this section to maintain public confidence and prevent the use of public office for private gain. In order to avoid conflicts of interest, it is the general policy of the school not to employ or contract with BOD members or employees (except for the employee's employment), members of their families, or persons or entities having an ongoing business or financial relationship with them. BOD members and employees shall disclose any known or potential conflicts of interest in writing to the BOD prior to the time set for voting on any such transaction and a BOD member making such disclosure shall not vote on the matter or attempt to influence the decisions of other BOD members in voting on the matter.

Board members shall serve without compensation, but may be reimbursed for any necessary expenses incurred by them in performing their duties as members of the board. Any contract with the school involving a member of the board, or the board member's family, shall be approved by the full board with the interested member abstaining. Each board member is responsible to make known to the board any circumstances that could involve a potential conflict of interest.

In the event that an issue, in which a board member has a non-financial, but family or personal interest, and which does not apply to the general case, is elevated to the Board for consideration, the Board member with the personal interest will abstain from voting on the matter.

A Member of the Board and their family members are permitted to engage in temporary employment by the school which may include, but is not limited to, serving as a substitute classroom instructor, teacher assistant, or filling in for any other absent fulltime or permanent part-time employees, and which may include reasonable compensation for the timeframe served. Such temporary employment shall be disclosed to the BOD at the earliest possible occasion. The BOD may consider in an open meeting whether such temporary employment presents any reasonable perceived conflict of interest. Consideration may include BOD discussion, public comment, entertainment by the Chair of a motion, and a vote on the proposition with the relevant BOD Member being recused of deliberation and voting on the matter. The BOD's affirmative finding of perceived conflict of interest, by majority vote, shall preclude the Member or board member's family member under consideration from filling the paid position identified in the motion. Absence of a relevant motion, or failure of a motion for lack of a majority, shall be an indication of the BOD's finding of no perceived conflict of interest.

Independence Classical Charter School
Application Appendix F
Core Knowledge Research Basis
and Track Record of Success

Core Knowledge: Research Base and Track History of Success

RESEARCH BASE FOR CORE KNOWLEDGE (Adapted from the Classical Academy of Sarasota)

In *A Nation at Risk: 25 Years Later*, published in 2008, E.D. Hirsch, Jr. refers to the severe decline in verbal and math scores, and the lack of coherent curriculum in grades K-8 — grades that lay the foundation so necessary for high school success. Students must be well-prepared in the elementary grades in order to thrive in the higher grades. Toward that end, Core Knowledge defines the knowledge and skills required for each successive grade level, and help to prevent the academic repetition and gaps very evident in schools today. The time-tested benefits of Core Knowledge include:

- For students — the broad base of knowledge and vocabulary vital for higher levels of learning is provided. CK motivates students to learn and creates confidence.
- For the school — an academic focus and a consistency in instruction are promoted through the coherent, sequenced grade-by-grade curriculum. The CK Sequence promotes greater collaboration and communication around lesson planning, and CK guides staff toward more efficient use of resources. A community of adults and children is promoted through a common thread of instruction and learning.
- For parents — a clear outline of what their children are expected to learn in school at each specific grade level is provided. This encourages greater parent involvement both in school and at home. (Source: 2008 The Core Knowledge Foundation).

An Overview of Research on Core Knowledge (January 2004)

Teachers, principals and parents often ask, “How do we know Core Knowledge works? Is there any evidence for its effectiveness?” This article is meant to answer those questions by providing a brief overview of some of the most recent and most relevant research.

We have divided this overview into two sections. The first section treats direct evidence; the second looks at indirect evidence. By direct evidence we mean research on Core Knowledge schools — research showing that Core Knowledge can help lift student scores and close the gap between the more and less disadvantaged students. By indirect evidence, we mean other studies that confirm the validity of the central ideas behind Core Knowledge, for example, studies that show that the possession of cultural literacy is strongly correlated with academic and economic success, and studies that show that nations with core curricula tend to outperform nations that lack such core curricula on international tests.

Part I: Direct Evidence

Studies of the effects of implementation of Core Knowledge in American schools have generally been very favorable. A growing body of evidence suggests that Core Knowledge fosters excellence and equity. It fosters excellence by improving student performance, boosting enthusiasm, and laying the groundwork for future learning. It fosters equity by ensuring that all students have the benefit of a rich curriculum and narrowing the gap between high- and low-performing students.

A. Core Knowledge Schools in Colorado

Colorado is a leader in the implementation of Core Knowledge, with more than 65 schools using Core Knowledge. The following chart shows that Core Knowledge schools are doing quite well on our state’s CSAP exam. The results of the 2002 exam are summarized below. They show that large percentages of Core Knowledge schools are posting scores ten, twenty, and even thirty points above Colorado’s state average.

Percentage of Colorado Core Knowledge schools . . .

	Number of Schools	Above State Average	At least 10% points above State Average	At least 20% points Above State Average	At least 30% point Above State Average
3rd Grade					
Reading	41	80%	63%	32%	0%
Writing	41	80%	66%	54%	24%
4th Grade					
Reading	41	78%	71%	46%	17%
Writing	41	80%	59%	44%	24%
5th Grade					
Math	42	76%	64%	55%	26%
Reading	42	88%	64%	43%	21%
Writing	42	79%	55%	50%	33%
6th Grade					
Math	37	84%	68%	46%	24%
Reading	36	81%	64%	39%	11%
Writing	36	81%	67%	42%	25%
7th Grade					
Math	31	81%	61%	36%	29%
Reading	31	84%	65%	39%	16%
Writing	32	78%	66%	38%	22%
8th Grade					
Math	29	69%	55%	48%	24%
Reading	29	79%	66%	38%	10%
Writing	29	69%	52%	41%	21%
Science	29	79%	62%	45%	14%

B. The Oklahoma City Study

In the summer of 2000 administrators in Oklahoma City completed a series of carefully controlled, independent studies on the effects of Core Knowledge in public schools in their district. Oklahoma City Public Schools (OCPS) is an urban district with 67 elementary schools. The ethnic make-up of the district is 39% African-American, 36% European-American, 18% Hispanic, 5% Asian American and 2% Native American. At the time when the studies were done, about half of the district's elementary schools were using the Core Knowledge curriculum.

Researchers began by determining which students in Oklahoma City were being taught the Core Knowledge curriculum and which were not. Next, they used a computer to randomly match students in Core Knowledge classrooms with similar students in non-Core Knowledge schools. The computer matched students with the same characteristics on seven variables: grade level, sex, race/ethnicity, free-lunch eligibility, Title-I eligibility, special-education eligibility, and pre-score on the Iowa Test of Basic Skills (ITBS). This matching procedure yielded 339 matched pairs of Core Knowledge students and non-CK students. The two groups were statistically indistinguishable, except that the members of one group were taught Core Knowledge while the members of the other group were not.

Since the two groups of students were so precisely matched at the beginning of the school year, one would expect them to post virtually identical average scores at the end of the school year. In fact, however, the students who had spent the year in Core Knowledge classrooms outscored the control students in seven of the eight categories on the ITBS. The Core Knowledge students posted significantly higher scores in reading comprehension (58.1 vs. 55.1), vocabulary (59.8 vs. 55.3), science (58.7 vs. 55.8), math concepts (61.4 vs. 59.2), and social studies (58.3 vs. 53.4). The greatest gains — in reading comprehension, vocabulary, and social studies — were computed to be statistically “highly significant.”

The initial study looked at ITBS results for the 1998-1999 school years. The researchers had hoped to follow up by looking at ITBS results for the 1999-2000 school years, but the district decided not to use the ITBS at the conclusion of the school year, making it impossible to compare before and after results for 1999-2000.

The researchers therefore decided to examine the ITBS results for a previous academic year, 1997-1998. Again students were randomly matched according to the seven variables listed above, and again the Core Knowledge students were found to have outperformed their peers in almost all categories on the ITBS.

Core Knowledge students achieved “significant” or “highly significant” advantages in reading comprehension (57.6 vs. 53.1), reading vocabulary (58.8 vs. 54.7), language usage (62.0 vs. 56.3), math concepts (59.3 vs. 56.3), math computation (64.2 vs. 60.7), and social studies (60.4 vs. 56.0).

It is significant that Core Knowledge students posted especially strong scores in reading vocabulary during both of the years examined. Vocabulary is a particularly important area, since it is the single best predictor of academic achievement, and an area in which the gap between ethnic and racial groups has proved to be especially difficult to overcome.

In addition to the ITBS, the Oklahoma researchers also looked at students' performance on the Oklahoma Criterion-Referenced Tests (CRTs). Researchers chose to focus on reading and social studies, two areas where students had shown highly significant gains on the ITBS. Students were matched according to the seven variables, as before.

The Core Knowledge students scored higher on all four of the reading objectives and all six of the history and geography objectives. In reading, Core Knowledge students averaged 26.65 correct answers out of a possible 36, or 76%, while non-Core Knowledge students averaged only 22.88 correct answers, or 63%. In history and geography, Core Knowledge students averaged 46.66 correct answers (70%), versus 40.64 (61%) for the control group.

These last findings are interesting because they show that Core Knowledge can improve student performance, not only on norm-based tests like the ITBS but also on criterion-based tests like the Oklahoma CRTs — even when those tests are not based on the Core Knowledge curriculum.

This finding might seem hard to accept at first. One might think that the best way to prepare students to meet state standards would be to discard all other standards, thus leaving no distractions. But the Oklahoma results indicate that schools can actually improve students' performance on state tests by combining the Core Knowledge curriculum with their state standards. A simple example can show why this can be an effective tactic. One of the Oklahoma CRT standards asked students to recognize central personalities and important events of the Civil War. The Core Knowledge Sequence also covers the Civil War, but it provides more specific guidance: it identifies some of the central personalities (Ulysses S. Grant, Robert E. Lee, Abraham Lincoln, Jefferson Davis) and some of the most important events (shelling of Fort Sumter, Battles of Bull Run, Gettysburg, and Antietam, the Emancipation Proclamation, Gettysburg Address, surrender at Appomattox). The Foundation also offers books and lesson plans on these topics. In other words, the Core Knowledge Sequence and its supporting materials can help flesh out the state standards and boost academic achievement.

Standardized tests are important, but they are not the only measures of academic success. The Oklahoma City study also looked at teacher satisfaction with Core Knowledge. Teachers were asked if they were satisfied with Core Knowledge's impact on students' learning. 135 said they were satisfied, 51 said they were somewhat satisfied, 32 had no opinion, and one checked "somewhat dissatisfied." None of the more than 200 teachers polled reported "strong dissatisfaction." What's more, the extent of teacher's satisfaction was found to increase with time: the longer a teacher taught Core Knowledge, the more likely that teacher was to report strong satisfaction.

Teachers also reported that the Core Knowledge curriculum increased students' enthusiasm for learning. 150 teachers were satisfied on this point, 46 somewhat satisfied, and 24 had no opinion. None of the 220 teachers questioned indicated even mild dissatisfaction on this point.

C. The Johns Hopkins Studies

During the late 1990s researchers at the Center for the Social Organization of Schools at Johns Hopkins University did a series of studies looking at Core Knowledge's impact on schools. These studies found evidence that Core Knowledge is associated with many positive changes in schools, and that these positive changes are most pronounced when implementation of Core Knowledge is pursued wholeheartedly.

An early Johns Hopkins study looked at the effects of Core Knowledge implementation in five Maryland schools. Core Knowledge schools were matched with non-Core Knowledge schools with similar numbers of students and similar percentages of students eligible for free or reduced lunch. Researchers also visited each Core Knowledge school and gave teachers questionnaires to assess the degree to which the school was really implementing Core Knowledge.

The researchers then tracked scores on two tests over a five-year period. The two tests used were the Comprehensive Test of Basic Skills, fourth edition (CTBS/4) and the Maryland state test, the MSPAP. Results on MSPAP were mixed and inconclusive, but the researchers found that schools that had achieved at least a moderate level of Core Knowledge implementation had and impressive gains in reading comprehension was the school with the greatest level of observed Core Knowledge implementation. The most disappointing final numbers were posted by a school that had abandoned Core Knowledge midway through the study. The full report can be read online at <http://www.csos.jhu.edu/crespar/techReports/Report50.pdf>.

Another Johns Hopkins study widened the focus to look at Core Knowledge schools across the country. Researchers looked at twelve Core Knowledge schools in Colorado, Florida, Ohio, Maryland, Tennessee, Texas, and Washington. Each school was matched with a demographically similar control school in the same district. Researchers visited each of the Core Knowledge schools five times. During visits they monitored classroom activities and also used an instrument called the Classroom Observation Measure, which has been validated in other studies of elementary classroom instruction. Researchers also surveyed teachers to assess the extent of Core Knowledge implementation.

The Johns Hopkins team found that the degree to which Core Knowledge was implemented was a significant predictor of student achievement gain. Researchers administered two subtests from the Comprehensive Test of Basic Skills, Fourth Edition (CTBS/4). They derived Normal Curve Equivalent Scores (NCEs) from the CTBS/4 Math

Concepts and Applications subtest and the Reading Comprehension subtest. When low and high implementing sites were taken together, the effect of Core Knowledge on reading and math achievement was not statistically significant.

However, when schools with moderate to high implementation were contrasted with low-implementing sites as controls, the results were more compelling. The Johns Hopkins statisticians reported that the gain difference on standardized tests between low and high implementing schools varied from 8.83 NCEs to 16.28 NCEs. That is an average rise of about 12 NCEs (similar to percentile points) over the controls, more than half a standard deviation—a very significant gain.

The researchers also created Core Knowledge Achievement Tests in science, language arts, and history and geography. Not surprisingly, students in Core Knowledge schools did better on these tests than students in the “comparison” schools where Core Knowledge was not being taught.

This might be seen as too obvious to deserve comment, but in fact these results are important for several reasons. For one thing, they show that students retained much of the Core Knowledge content they were taught, and were able to learn this information without losing ground on other academic indicators, like the CTBS/4 tests.

Moreover, since the content taught in Core Knowledge schools is carefully chosen and designed to be cumulative, what students learned is predicted (by E. D. Hirsch, Jr.) to enhance students' vocabulary, reading skill, and learning ability in later grades.

The Core Knowledge Achievement tests were given to all third and fifth graders in the study. Each test had 20 multiple-choice questions; the history and geography test also had one item requiring a written answer. Statistically significant, “educationally meaningful,” achievement posted by the most dedicated implementers. In short, when scores were analyzed according to the degree of implementation attained at each school, the data showed academic improvement was accelerated at sites that were implementing strongly. The researchers commented, “The correlation between level of implementation and effect size indicates that when schools implemented the Core Knowledge Sequence with greater reliability and consistency, students achieved improved scores on all tests. Considering only those schools in which the research staff observed Core Knowledge curriculum and instruction in more than 50 percent of classrooms, one sees marked increases in the effect size favoring Core Knowledge.”

The study also analyzed the impact Core Knowledge has on student engagement. Researchers made three preliminary observations:

- First, 10 of 12 Core Knowledge schools were obtaining measures of student engagement in the “highly effective” range.
- Second, the two schools with the highest mean student engagement ratings were also schools that had been deemed “highly implementing” and the two schools with the lowest engagement rating were the two schools rated as the lowest implementers.
- Third, the data suggested that “students find Core content stimulating.” Researchers noted that this finding “would contradict any assertion that students are 'turned off' in schools that strongly implement Core Knowledge.”

Researchers confirmed that the following predicted benefits “were in fact associated with Core Knowledge implementation”:

For students, Core Knowledge does:

- Provide a broad base of knowledge and a rich vocabulary
- Motivate students to learn and create a strong desire to learn more
- Promote the knowledge necessary for higher learning

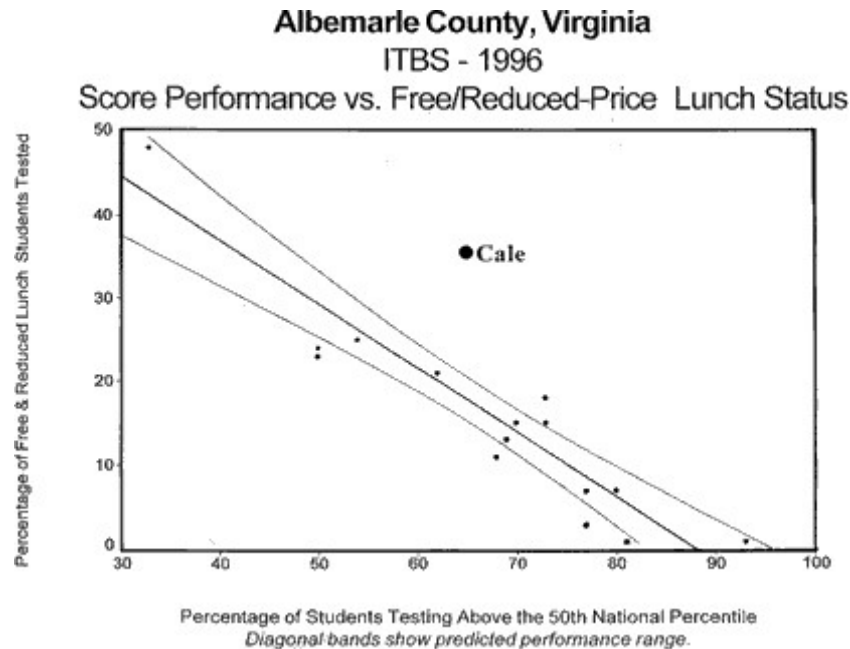
For the school, Core Knowledge does:

- Provide an academic focus and encourage consistency in instruction
- Provide a plan for coherent, sequenced learning from grade to grade
- Promote a community of learners—adults and children
- Become an effective tool for lesson planning and communication among teachers and with parents
- Guide thoughtful purchases of school resources

Beyond these, the study identified some unexpected benefits:

- Core Knowledge created coordination in the curriculum.
- Implementing Core Knowledge improved the professional lives of teachers. “Core Knowledge was viewed very favorably by teachers and seen as an enhancement to their lives. Overwhelmingly, teachers enthusiastically encouraged their teacher friends to implement Core Knowledge. This is a very important finding.”
- Implementing Core Knowledge led to increased teacher collaboration. Such “genuine collaborative work among teachers that has a focus on the curriculum and instruction is all too rare in education,” the researchers note.

- Core Knowledge enriched students' classroom experience. “Teachers reported that it was not just certain students who were excited by Core, but all students.... The benefits are great for teaching those children who would normally not be exposed to such subjects at home.”
 - Core Knowledge challenged conventional assumptions about student ability. “Many teachers reported being initially skeptical that Core Knowledge content was not developmentally appropriate for elementary students. However almost all teachers interviewed found that no matter what students' starting points were — low achieving, average or high achieving — they were able to grasp and gain from learning the Core material.” One teacher commented: “They may be six-year-olds, but they can grasp a lot more knowledge than we thought before we started this.”
 - Students built on what they learned previously in Core Knowledge. “Teachers find that in fact students make connections to Core topics they learned in previous grades.... Students make lasting academic connections because of the integration of the curriculum and [its] spiraling structure.”
 - Core Knowledge increased students' interest in reading. Teachers report that “students are learning to read bigger words sooner. There's an interest to read and to learn.” At a number of schools, “educators cited the fact that students are more interested in reading non-fiction as one of the main benefits of Core Knowledge.”
 - Core Knowledge increased parent satisfaction. “Parents are thrilled, thrilled, thrilled,” according to one teacher, another of whom said, “Our parents are elated with the results of Core.”
- Researchers found “no obvious negative outcomes for students.” However, they did note that implementing the program makes heavy demands on teachers, especially during the first year of implementation. In addition, almost every teacher interviewed reported difficulty in finding age-appropriate materials for various units. Furthermore, the study observed that implementation of Core Knowledge can be impeded if teachers do not have time for group planning and cooperation, if the school lacks money for resources, or if state standards are perceived as more important than Core Knowledge topics.



Cale's principal commented on his schools achievements: "Since we implemented Core Knowledge, our scores for all students have consistently gone up, especially in social studies, science, and math. The scores surprise us because they constantly go up. We are scoring well above the national norms in social studies, above the 75th percentile. That is very good for our diverse population. These are not all middle-class kids. Half of our students taking the Iowa Test of Basic Skills each year come from low-income homes. Our scores defy what you might expect."

Hawthorne Elementary (San Antonio, Texas), has led its mostly Hispanic student body to increased cultural literacy and improved reading skills. Hawthorne is an urban school where 28% of the students have limited English proficiency and 96% receive free or reduced-price lunches. A study published in the *Journal of Education for Students Placed at Risk* examined how students at Hawthorne compared to students in the other 65 elementary schools in the San Antonio Independent School District on the Reading Performance section of the Texas Assessment of Academic Skills (TAAS). The JESPAR study includes the following graph, which illustrates that, while district reading performance is generally consistent across grade levels, with a student pass rate of about 55%, Hawthorne's results show a steep increase in the reading pass rate at consecutive grade levels. At grade 3, Hawthorne's pass rate of 34% is well below that of the district. By grade 5, however, Hawthorne's 67% pass rate far exceeds the district's 56% pass rate.

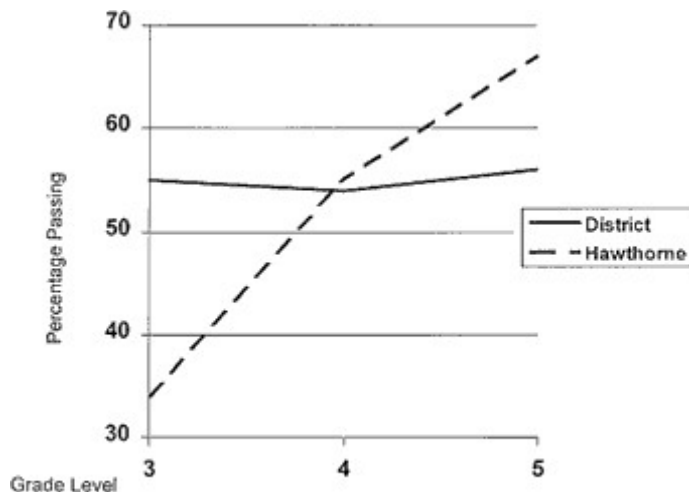


Figure 1: Texas Assessment of Academic Skills Reading Performance.

The authors of the JESPAR study concluded that the carefully sequenced Core Knowledge curriculum does appear to increase achievement at successive grade levels, and also has the potential to help disadvantaged students overcome their disadvantages and achieve academic proficiency.

CASE STUDY: THREE OAK ELEMENTARY, FT. MYERS, FLORIDA

Three Oaks Elementary School is a mixed blue-collar/white-collar suburban school with a minority population of 18%, where 40% of students receive free or reduced-price lunch, also made impressive progress after implementing Core Knowledge. In an analysis comparing test scores from Three Oaks and a control school with approximately the same demographic mix, Three Oaks, after using Core Knowledge for three years, reported higher scores than the control school in every category tested. The test used was the California Test of Basic Skills (CTBS). The standard deviation (measuring the spread of scores, from the highest to the lowest) also narrowed by 32 points, indicating that Three Oaks and Core Knowledge had succeeded in lifting low achievers up toward the mean.

CASE STUDY: BALTIMORE CURRICULUM PROJECT

The Baltimore Curriculum Project (BCP), founded in 1996, demonstrates that high standards — plus the implementation of Core Knowledge — are effective in boosting test scores in reading. BCP put together an effective, efficient unified curriculum, with detailed lessons that incorporated high standards, and made those available to interested Baltimore Schools. The Core Knowledge curriculum was chosen as an essential part of the project. Direct Instruction was used to supplement the elementary reading, writing and mathematics program. In 1996, and again in 2002, BCP took over operations of three schools under Baltimore City's New Schools Initiative. In 2005, BCP converted these schools into charter schools. Students in all three schools demonstrated an increase in reading proficiency, as determined by comparing State Reading Test Proficiency before BCP intervention and after intervention. Reading proficiency — indicated by the number of proficient students at the three schools — increased by 47.6%, 33.9%, and 49.5%. (Source: The Baltimore Curriculum Project, Inc.).

Part II: Indirect Evidence

A. Cultural Literacy and Success in Grade School

In addition to test results in Core Knowledge schools, research has shown that students with more cultural literacy tend to do better in school. Georgia Kosmoski and her research team looked at the relationship between cultural literacy and academic achievement. They gave the Cultural Literacy Assessment Test (CLAT), a 75-item test of cultural literacy to 611 fifth graders and compared results on the CLAT with scores on the Comprehensive Test of Basic Skills (CTBS). The researchers found a significant positive correlation between cultural literacy and each area of academic achievement for all ethnic and socioeconomic subgroups studied. Whether the students were white, African-American, or Hispanic, the students who scored high in cultural literacy also tended to score high in academic achievement. The results of the experiments are discussed in an article in *The Journal of Experimental Education*, listed in the bibliography below.

B. Cultural Literacy and Success in College

Studies conducted by Joseph F. Pentony of the University of St. Thomas indicate that cultural literacy also correlates with success in many college classes. In a 1992 article published in *Educational and Psychological Measurement*, Pentony reported that he had given the Cultural Literacy Test (CLT), a 115-item test developed by the Core Knowledge Foundation in the late 1980s, to 150 first-year English students at the University of Saint Thomas. Pentony found that the total scale score for the CLT “correlated significantly” with grades in English courses and with Verbal SAT scores but not with certain other measures of academic success. On the basis of these findings, Pentony was cautiously optimistic about E.D. Hirsch’s theory of cultural literacy, suggesting that the lack of cultural literacy might indeed be disabling in some settings and the possession of cultural literacy might be enabling in others. But Pentony concluded that more research was needed, particularly at the community college level.

Pentony published a second article on the subject in 1996, in *Psychological Reports*. This time Pentony gave the CLT test to 150 students at an urban community college. He found that “scores on the CLT correlated significantly with both over-all GPAs and with grades in Freshman English,” as well as with scores on the Texas Academic Skills Program. In his closing paragraphs, Pentony again stressed the need for more testing.

A third article appeared in 1997, in *Adult Basic Education*. After giving the test to 200 students at a large research university, Pentony found that scores on the CLT correlated significantly with GPA, Verbal SAT scores, Math SAT scores, and grades in a whole list of courses, including freshman English, first-semester history, government, general psychology, and freshman math. Of the students who scored below 70 on the CLT, only 24% were able to earn a B or better in first-semester freshman English. By contrast, students who scored higher than 70 on the CLT had a 63% chance of earning a B or better. Pentony noted that the results obtained by this study were “generally stronger” than the results from previous studies.” He concluded: “There is considerable evidence that the construct of cultural literacy is valid.”

In 2001 Pentony and two associates reported the results of a fourth study in *The Community College Journal of Research and Practice*. This study boasted a larger sample group than all of the previous studies put together — 1,343 students from three different community colleges. The results, however, were quite similar. Scores on the CLT “correlated significantly” with GPA,

as well as grades in first-semester freshman English courses, history courses, and government courses.

Both Kosmoski and Pentony noted that the correlations they observed do not prove causation. In other words, the fact that students with more cultural literacy were found to do better in grade school, on college admissions tests, and in many college classes does not prove that they excel because they have more cultural literacy. This is true. However, when multiple correlations come from a variety of different studies, the possibility that there is a causal relationship is theory.

C. Knowledge and Power

“Knowledge is power,” the English philosopher Francis Bacon declared 400 years ago. But is that still true in modern America? Researchers Thomas G. Sticht, Richard Hofstetter, and Carolyn G. Hofstetter, decided to find out. They conducted telephone interviews with hundreds of adults in the San Diego area. Participants were asked a series of questions about their income, occupation, and level of political activity, then another series of questions designed to assess their content knowledge, or cultural literacy.

The investigators found that there were correlations between content knowledge and all three indicators of power examined — occupation, income, and level of political activity. This was true even when age, education, and ethnicity were controlled for. In other words, regardless of one’s age, race, or level of education, possession of large “banks” of declarative knowledge is associated with achieving a position of power in American society.

Perhaps the most startling finding involved median household incomes for those posting high, middle, and low scores on the cultural literacy tests used. Those who posted high scores had a median income of \$65,000, those posting middling scores had a median income of \$39,000, and those posting low scores had a median income of \$26,000.

The researchers summarized their findings as follows: “While high levels of declarative knowledge are not absolutely necessary for achieving power, they certainly seem to help. Therefore, educational practices that downplay the importance of content knowledge in favor of processes of thinking or learning should be reconsidered.”

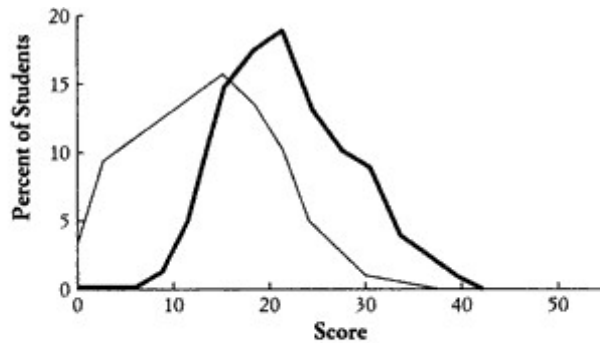
D. Evidence from Other Countries

Two distinguishing features of Core Knowledge are that it attempts to lay out a core curriculum that can provide common ground for all American schools, and that it insists on introducing academic subjects and rich content in the early grades. International evidence suggests that there are good reasons for both of these policies.

Numerous studies have found that nations with rigorous national curricula tend to post better achievement scores and better results on international tests. Results from the International Association for the Evaluation of Educational Achievement studies, done in the 70s and 80s, showed nations with core curricula, like Sweden, Finland, Hungary, and Japan close to the top, while non-core nations like the U.S. generally lagged behind.

Harold Stevenson and his team of researchers compared math performance for eleventh-graders in Japan, a nation with a core curriculum, and the United States, where there is no national core curriculum. Stevenson’s team controlled for socioeconomic level and other crucial variables and found that much larger percentages of U.S. students were performing at low

levels. The results of the investigation are summarized in the chart below, from The Schools We



Eleventh graders' scores on the mathematics test: Japan, heavy line; United States, light line. Mean $\pm$ 1 standard deviation: 21.72 ± 6.59 and 13.39 ± 7.06 , respectively. Sample sizes: 1120 and 1197.

Source: H. Stevenson, C. Chuansheng, and L. Shin-Ling, "Mathematics Achievement of Chinese, Japanese, and American Children: Ten Years Later," *Science* 259 (January 1, 1993): 51-58.

Need.

found that Singapore and other nations with national curricula rank near the top of international math and science scores.

In the 1999 installment of TIMSS, Singapore ranked first in the world in math and third in science, in spite of the fact that the country was ranked next to last for the level of home educational resources available. In other words, Singapore's impressive academic results seem to have very little to do with an advantageous home environment and a great deal to do with an effective school system structure organized around a solid, rigorous curriculum.

As far as starting early is concerned, a very telling international example is the case of French preschool. The French offer free preschool for all children, and all French preschools follow a rich, well-defined curriculum with clear-cut developmental, psychomotor, academic, and social goals. Some students begin school as early as age 3, and research has shown that the earlier a French child starts preschool, the less likely the child is to be held back in a later grade, and the better his or her behavior and achievement levels are likely to be in first and second grade. Another study indicates that French children who have had the benefit of preschool are, by all indirect measures, better adjusted and happier for having had early exposure to challenging and stimulating early academic experiences. Finally, French preschools succeed in narrowing the gap between students from well-off families and the less advantaged.

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ADDITIONAL SUPPORT FOR THE CORE KNOWLEDGE SEQUENCE (K-8)

(Adapted from Estancia Valley Classical Academy)

The Core Knowledge Sequence was developed by E.D. Hirsch, Jr. In *The Making of Americans*, Hirsch revealed an intellectual kinship between himself and classical education, in his understanding of the relationship between academic education and its moral, civic purpose. According to Hirsch, people must not only use the same language to communicate effectively and to understand complex ideas, they must possess a reservoir of common facts, ideas, and references known to all in the culture. Abraham Lincoln is an example of a leader who relied on cultural literacy to convey his ideas. He had little formal education, but read the works of Shakespeare, the fables of Aesop, Euclid's geometry, and the documents of the American Founders. Lincoln was able, like few in our history, to express himself forcefully and with the principles of freedom and human dignity in his historic Gettysburg Address. Hirsch stresses that "cultural literacy" is vital to comprehend the vast areas of human knowledge necessary for our political, economic, social and moral well-being.

Core Knowledge (CK) is based on the premise that a grade-by-grade core curriculum of common learning builds a strong and sound education. The CK Sequence is based on the theory that what children can learn is dependent upon what they already know. Identification of the content and skills provides a coherent approach to building knowledge across all grade levels. By following the sequence, every child will learn the fundamentals of science, the basic principles of government, the important events of world history and American history, the essential elements of mathematics, the masterpieces of art and music from around the world, and stories and poems passed down from generation to generation. Knowledge, language and skills build cumulatively from year to year through CK's sequential, clear and specific grade-by-grade outline. Literacy is the goal, and students are provided a strong foundation in reading through the teaching of "explicit" phonics. Beginning in kindergarten, teachers read to their students from the best sources — classical literature. When students are able to read independently, their books are the classics. With this approach, teaching of the virtues is intentional and intertwined with discussions of the classics.

By definition, Core Knowledge is:

Coherent: The *Core Knowledge Sequence* is predicated on the realization that what children are able to learn at any given moment depends on what they already know—and, equally important, that what they know is a function of previous experience and teaching. Although current events and technology are constantly changing, there is a body of lasting knowledge and skills that form the core of a strong preschool–grade 8 curriculum. Explicit identification of what children should learn at each grade level ensures a coherent approach to building knowledge across all grade levels. Every child should learn the fundamentals of science, basic principles of government, important events in world history, essential elements of mathematics, widely acknowledged masterpieces of art and music from around the world, and stories and poems passed down from generation to generation.

Cumulative: The *Core Knowledge Sequence* provides a clear outline of content to be learned grade by grade so that knowledge, language, and skills build cumulatively from year to year. This sequential building of knowledge not only helps ensure that children enter each new grade ready to learn, it also helps prevent the repetitions and gaps that so often characterize current

education. No more repeated units in multiple years on the rain forest, with little or no attention to the Bill of Rights, world geography, or exposure to other cultures. Core Knowledge sets high expectations for all children that are achievable because of the cumulative, sequential way that knowledge and skills build. Teachers in Core Knowledge schools have assurance that children will emerge well prepared with a shared body of knowledge and skills.

Content-Specific: A typical state or district curriculum says, “Students will demonstrate knowledge of people, events, ideas, and movements that contributed to the development of the United States.” Which people and events? Which ideas and movements? The *Core Knowledge Sequence* is distinguished by its specificity. By clearly specifying important knowledge in language arts, history, geography, math, science, and the fine arts, the *Sequence* presents a practical answer to the question, “What do our children need to know?” Teachers are free to devote their energies and efforts to creatively planning how to teach the content to the children in their classrooms.

Research supports the idea that a coherent standards-based curriculum anchored by a common calendar of implementation, specific objectives for student achievement, measured benchmark assessment, both formal and informal, and prescriptive reaction to student performance drives student achievement. For example, in 1997 the Third International Mathematics and Science Study (TIMSS) released results describing the Grades 1–8 content standards in mathematics for each of 39 countries. Further analyses of the data led to a description of the national standards of those countries—referred to as the A+ countries—whose eighth-grade students performed at the top of the international distribution. Three characteristics were identified—focus, rigor, and coherence. The clearest indicator, according to the TIMSS, was coherence. Coherence was defined as standards that are “articulated over time as a sequence of topics and performances that are logical and reflect, where appropriate, the sequential and hierarchical nature of the disciplinary content from which the subject matter derives” This definition recognizes that coverage of topics is only part of the definition of coherence. The other and perhaps more central part of the definition centers on whether the sequence in which the topics are covered is consistent with the logical structure of the discipline being taught.¹ The repetitive and expanding nature of Core Knowledge topics over time reinforces instructional coherence.

A cumulative program also offers several advantages. At any age and in any field, what we already know enables us to understand, retain, and employ new knowledge. Knowledge accumulation begins from the earliest days of life. It builds through years of verbal and nonverbal interactions with parents, caregivers, and teachers, who model spoken language and help young children develop vocabulary, concepts, and theories about the world. The systematic effort to establish common, knowledge-building content must therefore begin as early as possible. The younger we start, the greater the hope that we can boost achievement across all schools and classrooms, but especially among our most disadvantaged students. By articulating progressions linked to a grade-by-grade sequence for how learning should build over time, a defined curriculum such as Core Knowledge will better enable each teacher to build on what students have already been taught- often called “activating of prior knowledge.”

¹ Schmidt, W. H., Houang, R. T., (2012). “Curricular Coherence and the Common Core State Standards for Mathematics”. *Educational Researcher*. Nov. 2012. Vol. 41 no. 8 294-308

Clearly, the activation of prior knowledge is better achieved with a cumulative program that stresses the links between disciplines and strategically plans instruction so students utilize those links when confronted with similar topics later on. A key strategy for enabling students to make connections with text is activating prior knowledge of the subject matter. Boardman et al. (2008)² reported using strategies including previewing headings and concepts or making predictions and charting the results to increase students' interest. Students are encouraged to use their interest to make valuable connections with the text. To comprehend texts at deeper levels, students need to make inter-textual links connecting ideas from one text to another. Lenski (1998)³ surmised that when teachers plan and strategically compile lessons with related issues or topics, they are giving the students the tools to make the necessary connections. Similarly, Lee and Spratley (2010)⁴ noted possessing prior knowledge of topics can influence what students comprehend, what attracts students' interest, and even what influences their opinions and perspectives.

Making connections through an activation of prior knowledge helps to foster motivation and engagement (Lenski et al., 2007; Tovani, 2000)^{5 6}. Moreover, students who make connections during reading can better understand the relationship between the concepts being presented (Lenski et al., 2007). Many teachers provide students with structured text-connection activities to encourage better understanding of the material. Although the activation of prior knowledge is often used with regard to reading, a literacy-focused curriculum like Core Knowledge demands this across all disciplines.

Finally, students respond directly to a curriculum that is content-specific. The *Core Knowledge Sequence* seeks to equip students with skills that allow them to communicate effectively, possess cultural literacy, and have a necessary background of information that allows students to effectively assimilate new information into their educational repertoire. It is distinguished by its breadth and specificity. While most state or district standards and curricula provide general guidelines concerning skills students should obtain and master, they typically offer little help in deciding specific content. The specific content in the *Sequence* provides a solid foundation on which to build skills instruction. Moreover, because the *Sequence* builds knowledge systematically year by year, it helps prevent repetition and gaps in instruction that can result from vague curricular guidelines.

By outlining the precise content that every child should learn in language arts and literature, history and geography, mathematics, science, music, and the visual arts, the *Core Knowledge Sequence* has been providing an intentionally and coherently structured, content-rich, grade-by-grade curriculum for over twenty years.

² Boardman, A. G., Roberts, G., Vaughn, S., Wexler, J., Murray, C. S., & Kosanovich, M. (2008). *Effective instruction for adolescent struggling readers: A practice brief*. Portsmouth, NH: RMC Research Corporation, Center on Instruction.

³ Lenski, S. D. (1998). *Intertextual connections: Making connections across texts*. The Clearing House, 72, 74-80.

⁴ Lee, C. D., & Spratley, A. (2010). *Reading in the disciplines: The challenges of adolescent literacy*. New York, NY: Carnegie Corporation of New York.

⁵ Lenski, S. D., Wham, M. A., Johns, J. L., & Caskey, M. M. (2007). *Reading and learning strategies: Middle grades through high school* (3rd ed.). Dubuque, IA: Kendall/Hunt.

⁶ Tovani, C. (2000). *I read it, but I don't get it: Comprehension strategies for adolescent readers*. Portland, ME: Stenhouse.

Using the content and skill guidelines set forth in the *Core Knowledge Sequence*, Golden View Classical Academy can meet or exceed the Colorado Academic Standards for English Language Arts and Literacy in History/Social Studies & Science by:

- Enabling students to develop understanding of domain-specific words and phrases, their relationships, and their nuances within the context of lessons that build background knowledge in literature, science, social studies and the arts
- Providing an integrated model of literacy that reflects the developmental nature of language and the interrelation of all facets of literacy — listening, speaking, reading, and writing.
- Addressing the foundational language arts skills, as well as the ability to infer, imply, reason, evaluate and synthesize information.

Independence Classical Charter School
Application Appendix G
Governing Board and Steering
Committee Member Bios

Lydia Todd

Board President

Lydia Todd is a dedicated wife, mother, and passionate advocate for education and military families. With over 25 years in education, Lydia has consistently supported students and teachers, while also becoming an anchor within the communities she serves. Her commitment to education is deeply personal, fueled by her experiences as both a parent and a professional.

Holding degrees in Communication Studies, Curriculum and Instructional Design, and an MBA, Lydia has spent much of her career focused on improving education. Her true passion lies in helping school leaders and educators create the best possible learning experiences for students.

Beyond her work in education, Lydia is actively involved in various boards and committees that focus on supporting military families. She understands the unique challenges they face and works tirelessly to build strong networks and resources to help them thrive.

Now living in Colorado Springs, Lydia and her husband, who is currently serving in the Space Force, have four children. Her experience as both an engaged parent and a leader in educational initiatives gives her a well-rounded perspective on what it takes to build a thriving school community. Lydia looks forward to bringing her insights and commitment to a charter school board, where she hopes to continue making a positive impact for students and families alike.

Denise Carrero

Board Treasurer

As a wife, mother, and involved military and school community member, Denise brings a unique blend of practical experience and deep commitment to serving others. Having supported her family through multiple moves and career transitions, she's passionate about building strong communities, particularly for military families and their children.

Over the years, Denise has taken on leadership roles in several charitable service organizations, at the local, regional and international level, including founding board positions for parent-teacher groups, and chairing initiatives for both military and business-related community service clubs. Her hands-on experience includes managing committee work, chairing various community events and initiatives, and serving as an Executive Board Treasurer. Denise has a talent for building systems that work—whether that's organizing volunteer programs, coordinating school or community related events, or overseeing charitable organization finances.

In her current role, she actively manages her family's investments while also supporting her Active Duty USAFR Colonel husband, as a Key Spouse for the a Commander's Special Staff at US Space Command. She's a proud mother of three children, all in school, which gives her firsthand insight into the educational needs of diverse young learners.

Living in Colorado Springs, Denise balances her professional expertise with the day-to-day challenges of raising her family, always with an eye on how to create opportunities for connection and growth within her community.

Her journey has rooted her belief that encouraging community inclusion and participation builds strong schools, and she's eager to bring that perspective to her work on the charter school board.

Tyler Younker

Board Member

Tyler Younker is a real estate agent and land developer and the co-founder of many blockchain and web3 projects including tokenizing income producing cars and houses so that LMI households can have a lower point of entry into ownership.

She is also the Regional Co-Chairman for the Foundation for International Blockchain Real Estate Expertise and a trusted advisor for real estate and financial professionals seeking to increase their experience in blockchain.

Prior to that, Ms. Younker was a financial wholesaler, private equity broker, and non-profit strategist and fundraiser for 17 years representing startups to Fortune 500 companies. She has raised \$3 billion in institutional sales and \$3 million in cash and pledges for nonprofits.

She has a BA from The Ohio State University and an MS from The American College. She lives in Denver.

Independence Classical Charter School
Application Appendix H
Grievance Policy

Grievances Policy

The school values opinions, perspectives, and ideas of the parents of students at the school, as well as the importance of being accountable to parents for the educational program for their children.

An important element of institutional accountability is to provide avenues for parent suggestions and grievances that both satisfy parents, and improve the operation of the school. The sequence for raising parent suggestions and grievances is prioritized as follows.

Sequence for Expressing Parental Concern:

1. Teacher appointment — If a concern exists regarding specifics of the classroom, the teacher, or relevant support-staff member may be contacted directly for an appointment. We recommend parents work directly with the teacher to resolve concerns for which teachers are responsible. Parents should be mindful of the time constraints of teachers. Please do not interrupt a teacher's lunch, or grading time.
2. Principal appointments — If a concern exists regarding a specific area of school administration, or if a parent has been unable to satisfactorily address a concern by working directly with the teacher regarding classroom issues, the principal (or an assistant principal) may be contacted directly for an appointment. Parents utilizing this avenue can expect a response from the principal as soon as practical.
3. Personal Appointments — If there exists a concern of a personal nature involving a particular staff member or Board of Directors, the individual may be contacted directly for an appointment. Parents should be careful to respect the time, and privacy of those they need to contact.
4. If a parent has pursued all available options, yet issues remain unresolved, a formal grievance may be summarized and submitted in writing to the Board of Directors. The Board will review the summary, and make one of the following determinations: The Board may sustain a previous administrative decision. The Board may appoint up to two of its members to investigate the matter. The Board may address the matter in an open Board format. The Board may address the matter in an executive session.
5. BOD Meeting — Parent grievances may be raised during the community-comment portion of any BOD meeting.
6. If there is a concern related to sexual harassment involving any member of the Liberty Common School community which impedes access to the school's educational programming, refer to grievance procedures in the Title IX Policy.

Independence Classical Charter School Application
Appendix I
Handbook

Parent Student Handbook 2024-2025

INDEPENDENCE CLASSICAL CHARTER SCHOOL

The mission of the Independence Classical Charter School is to reach all students with an individualized, career-focused education in an environment rooted in rigor and innovation. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity that is supported by connection to their community and partner around the state, preparing them for career success and enabling them to fulfill their promises.

Note: The school is established under Elizabeth School District and chartered through Colorado State Board of Education. The school is authorized pursuant to Title 22 of the Colorado Revised Statutes. For more information about this matter, contact the school administration or the Colorado Department of Education. This Handbook does not constitute a contract between the school and the student/parent, and the school reserves the right at its discretion to change or amend the handbook at any time in the future.

Table of Contents

Introduction	3
Admission Information	3
Student and Parent Responsibilities	5
Academics	19
Safety Information	21
Student Life	22
Dress Code Policy	24
Health and Safety	26
School Records	33
Special Populations and At-Risk students	36
Child Find	38
Complaint Procedure	38
Non-Discrimination and Title IX/ Section 504 Notice	39
Homeless Policy	40

Introduction

Welcome to Independence Classical Charter School. This school handbook will clarify mutual expectations to ensure your student has a successful school year. The Independence Classical Charter School will be a premier community of primary and secondary schools characterized by high academic achievement and a growing body of students who know the good, the true, the beautiful, and the perfect according to the tradition of classical-liberal education.

This Handbook was developed to answer many of the commonly asked questions you and your parents may have during the school year. Become familiar with the following information and keep the Handbook available for reference by you and your parents. When used herein, the term “parent” means an official caregiver of a minor child, including but not limited to mother, father, stepparent, grandparent, foster parent, or court-appointed guardian. Please contact the principal if you have any questions about this Handbook.

Cooperation, respect for others, and a sense of wonder are essential to learning. For this reason, the following regulations and guidelines have been outlined in this manual to assist in maintaining a positive learning environment.

Admission Information

Preference of Admission

Each year, the Independence Classical Charter School will announce its open enrollment period for any Colorado parents or guardians who would like to apply for their student(s). Suppose the number of applicants exceeds the capacity of the school or grade level. In that case, the Independence Classical Charter School will conduct a random selection lottery after first granting enrollment preferences for prior year students and then for a sibling of a current student enrolled in the school. As a statewide school, the Independence Classical Charter School will admit all students who reside in the state, provided there is the capacity to serve that student’s grade level per the annual enrollment goals. (Colorado State Statute CRS 22-30.7.105(5)) All students are welcome.

Enrollment Process

- A parent or legal guardian should complete the digital or paper Application for Admission to Independence Classical Charter School to be considered in the lottery process.
- A designee will review applications submitted up to the announced enrollment decision date for completeness, legal residence, and age/grade of the student. Incomplete application forms will not be considered.
- A child must be five (5) years of age on or before September 15 in the school year enrollment is being applied for kindergarten. (Colorado State Statute CRS 22-1-115)
- Notification of the lottery will serve as public notice of an official meeting, even if no action(s) are anticipated to be taken by members of the Board at the time of the lottery.
- Once the lottery is complete, applicants will be notified by the designee of their status.
- Independence Classical Charter School will continue to enroll students using this process until the established enrollment number is met and maintained.
- A provision shall be made for the children with a sibling enrolled at Independence Classical Charter School. If a child must be placed on a waitlist due to capacity issues, the child with an enrolled sibling will be granted priority.

Waitlist

The waitlist is the ordered list of applicant students without enrollment offers. The waitlist for each school year is initiated through the lottery process. Once all available enrollment opportunities are offered, the

remaining applicant students will be added to the waitlist in the order drawn. The waitlist remains active through the academic year. The waitlist for a given year is not carried over to the next school year. A new enrollment application is required for each school year for which a student is seeking a new enrollment.

Students who wish to transfer to Independence Classical Charter School mid-school year may do so if the school has the capacity to serve that student in that grade level. Otherwise, the student will be added to a waitlist for that grade level.

Entrance Screening

All children enrolling for kindergarten, first, second, third, fifth, seventh, and ninth grades must be screened for vision and hearing. A child's screening and assessment data cannot be used to determine eligibility to enter kindergarten. Furthermore, the screenings are not intended to diagnose an educational disability or to be used for placement procedures. Screening results help identify areas of individual development that require further assessment for educational programming, particularly for students who might benefit from early intervention, prevention, acceleration, and enrichment programs. (Colorado State Statute CRS 22-1-116)

Registration and Enrollment

Registration and enrollment are two different steps in becoming a student at the school. Registration initiates the first step in the two-step process. By registering, the parent expresses a desire to have his/her child attend the school. It does not mean the child will be enrolled in the school.

Parents/express the desire to have their child attend by:

- Completing and submitting the Registration Form;
- Providing the child's: (Colorado State Statute CRS 22-1-115, CRS 22-1-102, CRS 22-1-116, CRS 25-4-901, CRS 22-32-140).
 - Birth Certificate or other certification permitted by state law;
 - Proof of Residency;
 - Vision and Hearing as required;
 - Current Immunization Record; and
 - Last Report Card, when appropriate

Annual Verification Information:

- Parent/guardians/students 18 years of age and older are required to provide the school with proof of residency/Address Verification annually and at any time a change of address, residency, or custody changes.

The second step is enrollment. After registration, the child is not officially a student at the school until the enrollment is completed.

The child is enrolled when:

- All the registration steps are complete.
- The enrollment packet, including all required documents, is completed, and submitted; and
- Grade placement is assigned.

Re-Enrollment

For students attending the school, re-enrollment starts at the end of March or during the first week of April. Students are not automatically re-enrolled from school year to school year. All parents must state their intention to have their child/student re-enrolled each school year. It is the responsibility of the parents to inform the school of any changes to their residency or contact information.

Non-Discrimination Policy

Enrollment will not be denied to any eligible applicant on the basis of a student's disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, or need for special education services. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

Immunization Requirements

State of Colorado Immunization Requirements for School Attendance

All new students must submit a copy of their Immunization Records before enrollment. No student shall be permitted to remain in school if the student has not met the minimum immunization requirements established by the Colorado State Statute (CRS 25-4-901) and Elizabeth School District board policy JLCB.

Colorado law requires all students attending Colorado schools to be vaccinated against certain diseases unless they have a certificate of medical or nonmedical exemption on file. No student is permitted to attend or continue to attend any school in this district without meeting the legal requirements of immunization against disease unless the student has presented one of the following, as provided by Colorado law:

- a written authorization signed by a parent/guardian requesting local public health officials administer the immunizations;
- a certificate of medical exemption;
- a certificate of completion of the online education module administered by the Colorado Department of Public Health and Environment; or
- a certificate of nonmedical exemption, which is defined by immunization exemption based upon a religious belief whose teachings are opposed to immunizations or a personal belief that is opposed to immunizations.

Upon enrolling the student, the school must notify the student's legal guardian that unless the school receives the student's certificate of immunization or written authorization for administration of immunizations within fourteen (14) days after the student enrolls, the school will suspend the student until such time as the school receives the certificate of immunization or authorization.

Change of Address / Phone Number / Custody

It is the parent's/responsibility to inform the school office of any change of address, phone number, or custody. For changes of address, a new proof of residence will be required. For a change of custody, parents will be required to provide a copy of the custody order to the school.

Student and Parent Responsibilities

Behavior Guidelines

Independence Classical Charter School expects positive behavior from all students, teachers, staff, and parents. Effective learning occurs with an approach to student behavior that stresses self-discipline, consistent with the maturity level of the students. Discipline, which reflects the school's policy of non-violence, exists to promote an atmosphere favorable to concentration, attention, and creativity. In addition, discipline is a positive attempt to help all students realize that they are important, worthwhile, and capable of learning. In classroom management, teachers shall be fair, firm, consistent, and impartial, displaying sensitivity to the needs of the individual child.

The following are the main ideas fundamental to the school's discipline system. Students will be successful by:

- Knowing and obeying the rules,
- Accepting responsibility for their behavior, and
- Engaging in their learning daily.

The code below applies to student conduct on school property, on live web conferencing, and while in the control or custody of the school, regardless of whether on or off school premises or at a school-related activity, regardless of location. The types of conduct prohibited by this code are listed below.

Code of Conduct

In order to maximize learning for all students, the Independence Classical Charter School will provide a school environment that promotes appropriate behavior and minimizes disruptions. The school believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions. All students are expected to have a clear and consistent understanding of the Student Code of Conduct and comply with all school policies and procedures.

The Code of Conduct requires students to:

- conform to reasonable standards of socially acceptable behavior;
- respect the person and property of others;
- respect the rights of others;
- preserve the degree of order necessary to the educational program in which they are engaged; and
- comply with the requests of school administrators, teachers, and staff.

The Code of Conduct designates sanctions for student noncompliance with the Code, which shall:

- relate in kind and degree to the noncompliance;
- help the student learn to take responsibility for their actions; and
- be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.

Positive Behavior Intervention and Supports

Students are supported by Positive Behavior Intervention and Supports (PBIS), which is an approach to discipline that targets desired outcomes with teachable moments and prevention of poor choices, rather than focusing on punitive measures and reactive punishment. The research based PBIS model teaches positive behavior choices alongside and embedded within SEL lessons to ensure that students understand behavioral expectations. Once this is taught, student behavior is also seen as a form of communication, and teachers strive to see through the behavior to what the student might need and offer proactive support and guidance. Student Success Plans are crafted with the goal of both behavioral and academic success, and intervention strategies are tiered based on a multi-tiered level of support system.

Code of Conduct – Students in Kindergarten through second grade

In accordance with applicable law and Board policy concerning student suspensions, expulsions, and other disciplinary interventions, the principal or designee may suspend or recommend expulsion of a student in preschool, kindergarten, first grade, or second grade who engages in one or more of the following activities while on district property, in a school building, in a district or school vehicle, at a district or school activity or event, or off district property when the conduct has a nexus to school or any district curricular or noncurricular event:

- Violation of the Board's policy on weapons in the schools. Expulsion shall be mandatory for bringing or possessing a firearm in accordance with federal law.
- Violation of the Board's policy on student conduct involving drugs and alcohol.
- Conduct that endangers the health or safety of others.

This is not an exhaustive list of activities that could result in consequences (suspension, expulsion, restorative intervention, etc.) for students. Following any period of suspension or expulsion, the principal or designee will ensure that a restorative approach is employed to reintegrate students into the school environment. The student, parent(s), and/or guardian(s) should conference to discuss behavioral expectations (codified in a signed behavior contract), and the student should be made aware of social-emotional support resources; any harmed party(ies) should also be made aware of the student's return.

Code of Conduct – Students in 3rd Grade and higher grade levels

Following applicable law and Board policy concerning student suspensions, expulsions, and other disciplinary interventions, the principal or designee may suspend or recommend an expulsion hearing for a student who engages in one or more of the following specific activities while in school buildings, on school grounds, in school vehicles, or during a school-sponsored or district-sponsored activity or event and off district property when the conduct has nexus to school or any district curricular or non-curricular event. However, the principal or designee should also consider appropriate and consistent consequences that hold students accountable while minimizing their time away from instruction.

- Causing or attempting to cause damage to district property or stealing or attempting to steal district property of value.
- Causing or attempting to cause damage to private property or stealing or attempting to steal private property.
- Willful destruction or defacing of district property.
- Commission of any act, which, if committed by an adult, would be robbery or assault as defined by state law.
- Committing extortion, coercion, or blackmail, i.e., obtaining money or other objects of value from an unwilling person or forcing an individual to act through the use of force or threat of force.
- Engaging in verbal abuse, i.e., name calling, ethnic or racial slurs, either orally or in writing, or derogatory statements addressed publicly to an individual or a group that precipitate disruption of the school program or incite violence.
- Engaging in “hazing” activities, i.e., forcing prolonged physical activity, forcing excessive consumption of any substance, forcing prolonged deprivation of sleep, food, or drink, or any other behavior which recklessly endangers the health or safety of an individual for purposes of initiation into any student group.
- Violation of the district's policy on bullying prevention and education.
- Violation of criminal law has an effect on the district or on the general safety or welfare of students or staff.
- Violation of any Board policy or building regulations.
- Violation of the district's policy on weapons in the schools. Expulsion shall be mandatory for using or possessing a firearm in accordance with state law.
- Violation of the Board's policy on student conduct involving drugs and alcohol.
- Violation of the Board's violent and aggressive behavior policy.
- Violation of the Board's tobacco-free school policy.
- Violation of the Board's policies prohibiting sexual or other harassment.
- Violation of the Board's policy on nondiscrimination.
- Violation of the Board's dress code policy.
- Violation of the Board's policy on gangs and gang-like activity.
- Throwing objects, unless part of a supervised school activity, that can or do cause bodily injury or damage to property.
- Directing profanity, vulgar language, or obscene gestures toward other students, school personnel, or others.
- Lying or giving false information, either verbally or in writing, to a district employee.

- Engaging in scholastic dishonesty, which includes but is not limited to cheating on a test, plagiarism, or unauthorized collaboration with another person in preparing written work.
- Making a false accusation of criminal activity against a district employee to law enforcement or to the district.
- Behavior on or off school property that is detrimental to the welfare, safety, or morals of other students or school personnel, including behavior that creates a threat of physical harm to the student exhibiting the behavior or to one or more other students.
- Repeated interference with the district's ability to provide educational opportunities to other students.
- Continued willful disobedience or open and persistent defiance of proper authority, including refusal to obey a member of the district staff.

Attendance

Regular attendance and punctuality are essential for success in School and necessary for success later in life. Each student at the school is responsible for attending all classes regularly, being on time, and engaging in instructional programs.

One criterion of a student's success in school is regular and punctual attendance. Frequent absences may lead to poor academic work, lack of social development, and possible academic failure. Regular attendance is of utmost importance for school interest, social adjustment, and scholastic achievement. No single factor may interfere with a student's progress more quickly than frequent tardiness or absence.

According to state law, it is the obligation of every parent/guardian to ensure that every child under his/her care and supervision receives adequate education and training and, if of compulsory attendance age, attends school.

Each year the Independence Classical Charter School Board establishes the school attendance period by adopting a school calendar. Students are expected to be in attendance in accordance with the Independence Classical Charter School adopted calendar. Students who do not finish out the year according to the school's calendar will need to fill out a withdrawal form or may receive an incomplete or failing grade for that term. Circumstances that arise that obligate a student to finish the school year early will need approval from the Independence Classical Charter School administration. See excused absences below.

Parents/guardians are expected to take the responsibility for determining whether it is safe to send their child to school due to severe weather.

Continuity in the learning process and social adaptation is seriously disrupted by excessive absences. In most situations, the work missed is not made up adequately. Students who have good attendance generally achieve higher grades, enjoy school more, and are more employable after leaving school. For these reasons, the Independence Classical Charter School Board believes that a student must satisfy two basic requirements to earn full class credit: 1) satisfy all academic requirements and 2) exhibit good attendance habits as stated in this policy.

Absences for secondary school students will be documented in class periods. Once students have exceeded the approved number of absences, and there are more absences, written documentation from a licensed practitioner or agency may be required for the absences to not only be considered excused, but to also address the reasons for the excessive absences. The absences may therefore be considered unexcused until the appropriate documentation is provided.

Excused Absences

The following shall be considered excused absences:

- Absences because of temporary illness or injury.
- A student who is absent for an extended period due to physical, mental, or emotional disability.
- A student who is attending any school-sponsored activity or activities of an educational nature with advance approval by the administration.
- Absences by those who are in the custody of court/law enforcement authorities.
- Those determined by school administration to be excusable such as doctor's appointments or juvenile court appearances.

At the administration's discretion, absences may require suitable proof regarding the above exceptions, including written statements from medical sources and agencies.

Unexcused Absences

An unexcused absence is defined as an absence that is not covered by one of the foregoing exceptions.

Each unexcused absence shall be entered in the student's record. The parents/guardians of the student receiving an unexcused absence will be notified orally or in writing by Independence Classical Charter School of the unexcused absence whenever possible.

In accordance with the law, the school may impose academic penalties which relate directly to classes missed while unexcused. The administration shall develop regulations to implement appropriate penalties. Students and parents/guardians may petition the administration of Independence Classical Charter School for exceptions to this policy or the accompanying regulations. The exception may be rescinded if the student/family fails to maintain the expectations that were agreed upon when the exception was granted.

After an accumulation of five days of absences, secondary students' parents will be notified. If absences continue, medical documentation may be required. If absences continue after interventions, students will be put on an attendance contract that will include parent input when possible. The contract will include the consequences for further occurrences, including the designation of being "habitually absent." Parents are encouraged to review their child's attendance on a regular basis.

Any student who has been absent from class for six consecutive weeks or more in any one school year, except for reasons of expulsion, excused long-term illness, or death, is considered withdrawn and shall be reported as such on all required reporting to the Colorado Department of Education (CDE) by the school's administration. Additionally, the student will be withdrawn from Independence Classical Charter School and will not be considered an active student; however, if the student is in attendance at the end of the school year or enrolled in another school or home study program, such student is considered to have transferred and shall be reported as such on all required reporting to the CDE.

Tardiness

Tardiness is defined as the appearance of a student after the scheduled time that a class begins. Because of the disruptive nature of tardiness and the detrimental effect upon the rights of the non-tardy student to uninterrupted learning, penalties shall be imposed for excessive tardiness.

If a student arrives at school after the start time, a parent must sign the student in at the office, send in a signed note, or call the office with the reason for being late.

Parents/guardians shall be notified of all penalties regarding tardiness. If a student arrives over halfway through the class period, that student will be marked absent for that class period. If a student arrives before half of the class period has passed, that student will be marked as tardy.

In an unavoidable situation, a student detained by another teacher or administrator shall not be considered

tardy provided that the teacher or administrator gives the student a pass to enter his/her next class. Teachers shall honor passes presented in accordance with this policy.

Teachers will address the first three tardies in their class. Prior to a fourth tardy, the teacher will have informed the student of the tardies and potential consequences, assigned detention(s), and notified the parent/guardian.

Early Dismissals

Early dismissals from school will be approached in the same manner as tardiness. Students are expected to be in school until dismissal time. Early dismissal is detrimental to the learning process for both the student leaving and the students who are disrupted by the interruption. Unavoidable situations will be honored. If a student leaves class during the first half of the period, the student will be considered absent for that period. To be counted as present, the student must remain in the classroom for at least half of the period. For the protection of our students, phone calls for early dismissal will not be accepted. No dismissal after 3 p.m. will be allowed.

Truancy

If a student is absent without a signed parental excuse or if the student leaves school or a class without permission of the teacher or administrator in charge, the student shall be considered truant.

A habitually truant student shall be defined as a student of compulsory attendance age who has 10 unexcused occurrences of absences during any school year. Absences due to suspension or expulsion shall not be counted in the total of unexcused absences.

Parents shall be required to acknowledge in writing awareness of their obligations and to furnish the school with a telephone number or other means of contacting them during the school day.

The school monitors individual unexcused absences with the student information system. When a student fails to report on a regularly scheduled school day and school personnel have received no indication that the parent/guardian is aware of the absence, school personnel shall make a reasonable effort to notify the parent/guardian by telephone.

When a student is declared habitually truant, the school shall promptly require a meeting between the student's parent/guardian and appropriate school personnel to review and evaluate the reasons for the student being habitually truant.

Penalties

A student and his/her parent or guardian shall be given notification of his/her first truancy offense. The student may be subject to disciplinary action which may include detention and/or suspension. Additional trancies shall be grounds for detention, suspension, and or referral to truancy court. No credit shall be permitted for any student for any class or portion of a class during which time the student was truant.

Reporting

The school shall report as soon as practical to the Colorado Department of Education on attendance at times required and provide all necessary details. The attendance clerk will monitor individual unexcused absences and make every reasonable effort to notify the parent by phone, with the county superintendent and county board at the close of each month a report showing activities of the school attendance office and the status of attendance in the county at the time. The absences that are excluded by rule shall include but are not limited to excused student absences, students not in attendance due to disciplinary measures, and absent students for whom the attendance clerk has pursued judicial remedies to compel attendance to the extent of

his or her authority. Student support interventions will be developed to encourage attendance. (CRS 22-33-107 (3)) The school will report all dropout data to the Colorado Department of Education.

Suspension and Expulsion Procedures

The school recognizes that exclusion from the educational program is a severe sanction, and that suspension and expulsion must follow due process mandates. Additionally, the school will comply with all state and federal laws pertaining to students with disabilities.

A student may be disciplined for violating the student code of conduct, even if the violation occurs on property not owned or controlled by the school if the violation occurred during activities connected with the school or if the behavior is directed at a school official

Any student suspended or expelled under this policy will not be permitted to participate in any extracurricular activities.

Procedure for suspension of 10 days or less

The Board of Education delegates to the principals of the school district or to a person designated in writing by the principal the power to suspend a student in that school for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law but the total period of suspension shall not exceed 25 school days. Elizabeth School District board policy JKD/JKE-E.

Unless otherwise determined by the Board, the Board of Education delegates to the superintendent of schools or to a designee who shall serve as a hearing officer the authority to deny admission to or expel for any period not extending beyond one year any student whom the superintendent, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at the public schools of the district. If the hearing is conducted by a designee serving as a hearing officer, the hearing officer shall prepare findings of fact and recommendations for the superintendent at the conclusion of the hearing. The superintendent shall render a written opinion in the expulsion matter within five days after the hearing whether the hearing is conducted by the hearing officer or the superintendent. The superintendent shall report on each case acted upon at the next meeting of the Board, briefly describing the circumstances and the reasons for the action taken. Such denial of admission or expulsion by the superintendent shall be subject to appeal to the Board. The appeal shall consist of a review of the facts that were presented, arguments relating to the decision and questions of clarification from the Board.

Expulsion for unlawful sexual behavior or crime of violence

When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled. The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with this policy. The Board may decide to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of the district to provide an alternative educational program for the student as specified in state law.

The following procedures will be followed in any suspension unless the student is suspended pending an expulsion proceeding, in which case the expulsion procedures shall apply.

1. Notice. The principal, designee or the superintendent at the time of contemplated action will give the student and the parent/guardian notice of the contemplated action. Such notice may be oral or in writing. If oral, such notice will be given in person. If written, delivery may be by United States mail addressed to the last known address of the student or student's parent/guardian.
2. Contents of notice. The notice will contain the following basic information:
 - a. A statement of the charges against the student.
 - b. A statement of what the student is accused of doing.
 - c. A statement of the basis of the allegation. Specific names may be withheld if necessary.

This information need not be set out formally but should sufficiently inform the student and parent/guardian of the basis for the contemplated action.

3. Informal hearing. In an informal setting, the student will be given an opportunity to admit or deny the accusation and to give his or her version of events. The administrator may allow the student to call witnesses or may personally call the accuser or other witnesses. The administrator may hold a more extensive hearing in order to gather relevant information prior to making a decision on the contemplated action.
4. Timing. The notice and informal hearing should precede removal of the student from school. There need be no delay between the time notice is given and the time of the informal hearing.
5. If the student's presence in school presents a danger. Notice and an informal hearing need not be given prior to removal from school where a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. In this case, an informal hearing will follow as soon after the student's removal as practicable.
6. Notification following suspension. If a student is suspended the administrator delegated the authority to suspend will immediately notify the parent/guardian that the student has been suspended, the grounds for such suspension and the period of such suspension. The notification will include the time and place for the parent/guardian to meet with the administrator to review the suspension.
7. Removal from school grounds. A suspended student must leave the school building and the school grounds immediately after the parent/guardian and administrator have determined the best way to transfer custody of the student to the parent/guardian.
8. Readmittance. No student will be readmitted to school until the meeting with the parent/guardian has taken place or until, in the opinion of the administrator, the parent/guardian has substantially agreed to review the suspension with the administrator. However, if the administrator cannot contact the parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student. The meeting will address whether there is a need to develop a remedial discipline plan for the student in an effort to prevent further disciplinary action.
9. Make-up work. Suspended students will be provided an opportunity to make up schoolwork during the period of suspension, so the student is able to reintegrate into the educational program of the

district following the period of suspension. Students will receive full or partial academic credit to the extent possible for makeup work which is completed satisfactorily.

10. Appeal Process. Should a parent or student who is suspended desire to appeal the actions of the principal or designee, a request can be made to the Superintendent for an appeal within two school days of being notified of said action. The Superintendent may, in his or her sole discretion, make arrangements within two school days of receiving the request to meet with the parent and student along with the principal/designee, examine the circumstances of the case and any relevant evidence, and determine if the suspension is warranted and appropriate. If the Superintendent agrees to hear an appeal, he or she will issue a decision within one school day upon meeting with the parties involved regarding the suspension.

Procedure for expulsion or denial of admission

In the event the Board of Education contemplates action denying admission to any student or prospective student or expelling any student, the following procedures shall be followed:

1. Notice. Not less than 5 days prior to the date of the contemplated action, the Board of Education or an appropriate administrative officer of the district will cause written notice of such proposed action to be delivered to the student and the student's parent/guardian. Such delivery may be by United States mail addressed to the last known address of the student or the student's parent/guardian.
2. Emergency Notice. In the event it is determined that an emergency exists necessitating a shorter period of notice, the period of notice may be shortened provided that the student or the student's parent/guardian have actual notice of the hearing prior to the time it is held.
3. Contents of Notice. The notice will contain the following basic information:
 - a. A statement of the basic reasons alleged for the contemplated denial of admission or expulsion.
 - b. A statement that a hearing on the question of expulsion or denial of admission will be held if requested by the student or parent/guardian within 10 days after the date of the notice.
 - c. A statement of the date, time and place of the hearing in the event one is requested.
 - d. A statement that the student may be present at the hearing and hear all information against him or her, that the student will have an opportunity to present such information as is relevant and that the student may be accompanied and represented by a parent/guardian and an attorney.
 - e. A statement that failure to participate in such a hearing constitutes a waiver of further rights in the matter.
4. Conduct of hearing. A hearing may be requested by the parent/guardian. Such a hearing will be conducted by the superintendent. The hearing may be conducted in open session or may be closed except to those individuals deemed advisable by the superintendent but including in all events the student, the parent/guardian and, if requested, the student's attorney. Such individuals as may have pertinent information will be admitted to a closed hearing to the extent necessary to provide such information.

Testimony and information may be presented under oath. However, technical rules of evidence will not be applicable, and the superintendent may consider and give appropriate weight to such information or evidence he or she deems appropriate. The student's written statement, if any, may be presented as evidence in accordance with applicable law. The student or representative may question individuals presenting information.

A sufficient record of the proceedings shall be kept so as to enable a transcript to be prepared in the event either party so requests. Preparation of the transcript will be at the expense of the party requesting the same. The superintendent will prepare specific factual findings and issue a written decision within five days after the hearing.

5. Appeal. Within 10 days after the decision of the superintendent, the student may appeal the decision to the Board. Failure to request an appeal within 10 days will result in a waiver of the right to appeal and the superintendent's decision will become final.

If an appeal is properly requested, the Board will review the record concerning the expulsion or denial of admission. The record includes notices and other documents concerning the challenged action, the transcript of the testimony, if any, the hearing exhibits, the findings and recommendation of the superintendent, the superintendent's written decision, and other documents concerning the challenged action. The student may be represented by counsel at the appeal. Representatives of the district and the parents may make brief statements to the Board, but no new evidence may be presented unless such evidence was not reasonably discoverable at the time of the hearing. Members of the Board may ask questions for purposes of clarification of the record.

The Board will make a final determination regarding the expulsion of the student and will inform the student and his parent/guardian of the right to judicial review.

6. Information to parents. Upon expelling a student, district personnel shall provide information to the student's parent/guardian concerning the educational alternatives available to the student during the period of expulsion, including the right to request that the district provide services during the expulsion. If the parent/guardian chooses to provide a home-based education program for the student, district personnel will assist the parent/guardian in obtaining appropriate curricula for the student if requested by the parent/guardian.

If a student is expelled and is not receiving educational services through the district, the school district shall contact the expelled student's parent/guardian at least once every 60 days until the student is eligible to re-enroll to determine whether the child is receiving educational services. District personnel need not contact the parent/guardian after the student is enrolled in another school district or in an independent or parochial school, or if the student is committed to the department of human services or sentenced through the juvenile justice system.

7. Readmittance. 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:
 - a. 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;
 - b. there is an identifiable victim of the expelled student's offense; and
 - c. 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.

No student will be readmitted to school until after a meeting between the principal or designee and the parent/guardian has taken place except that if the administrator cannot contact the

parent/guardian or if the parent/guardian repeatedly fails to appear for scheduled meetings, the administrator may readmit the student.

Procedure for crimes of violence or unlawful sexual behavior

The following procedures will apply when the district receives notification that a student has been charged in juvenile or district court with a crime of violence or unlawful sexual behavior, as those terms are defined by state law.

1. The Board or its designee will make a preliminary determination whether it will proceed with an expulsion hearing, based on the following factors:
 - a. Whether the student has exhibited behavior that is detrimental to the safety, welfare and morals of other students or school personnel.
 - b. Whether educating the student in school may disrupt the learning environment, provide a negative example for other students or create a dangerous and unsafe environment for students, teachers and other school personnel.
2. If it is determined that the student should not be educated in the schools of the district, the district may suspend or expel the student, in accordance with the procedures set forth above.
3. Alternatively, suspension or expulsion proceedings may be postponed, pending the outcome of the court proceedings. If the suspension or expulsion proceedings are postponed, the student will not be permitted to return to school during that period. An appropriate alternative education program, including but not limited to, an on-line program authorized by state law, or a home-based education program will be established for the student during the period pending the resolution of the juvenile proceedings. The time that a student spends in an alternative education program will not be considered a period of suspension or expulsion.
4. If the student pleads guilty to the charge, is found guilty or is adjudicated a delinquent juvenile, the Board or designee may proceed to suspend or expel the student following the procedures set forth in these regulations.
5. Information regarding the details of the alleged crime of violence or unlawful sexual behavior will be used by the Board or its designee for the purposes set forth in this policy but shall remain confidential unless the information is otherwise available to the public by law.

Discipline for Students with Disabilities

Independence Classical Charter School Code of Student Conduct shall apply to all children unless a child's individualized education program provides explicitly otherwise. Independence Classical Charter School will ensure that the parents/guardians and the child with a disability receive notice of the rules and regulations applicable to children with disabilities with respect to child management, discipline, and suspension/expulsion upon the child's entry into a special education program or at the annual IEP review.

Students with disabilities are neither immune from a school district's disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students. Students with disabilities who engage in disruptive activities and/or actions dangerous to themselves or others will be disciplined in accordance with their Individualized Education Programs (IEPs), any behavioral intervention plan and this policy.

Nothing in this policy shall prohibit an IEP team from establishing consequences for disruptive or unacceptable behavior as a part of the student's IEP and/or behavioral intervention plan.

Suspensions, expulsions, and provision of services

Students with disabilities may be suspended for up to 10 school days in any given school year for violations of the student code of conduct. These 10 days need not be consecutive. During any such suspension, the student shall not receive educational services.

A disciplinary change of placement occurs when a student is removed for more than 10 consecutive school days or subjected to a series of removals that constitute a pattern of removal under governing law. Upon the eleventh school day of suspension or removal when such suspension or removal does not result in a disciplinary change of placement, educational services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP. School personnel, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during this period of suspension or removal.

When a student is expelled or subject to a removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's IEP team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.

Prior to expulsion or other disciplinary change in placement, the student's parents shall be notified of the decision to take such disciplinary action and of their procedural safeguards. This notification shall occur not later than the date on which such decision is made.

Manifestation determination

Within 10 school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parents, shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents, to determine whether the student's behavior was a manifestation of the student's disability.

The team shall determine: (1) whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and (2) whether the student's conduct in question the direct result of the school's failure was to implement the student's IEP. If the answer to either of these two questions is "yes," the student's behavior shall be deemed to be a manifestation of the student's disability.

Disciplinary action for behavior that is not a manifestation

If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion or other disciplinary change of placement.

Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a functional behavioral assessment ("FBA"). In addition, a behavioral intervention plan ("BIP") may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.

Disciplinary action and/or alternative placement for behavior that is a manifestation

If the team determines that the student's behavior is a manifestation of the student's disability, expulsion proceedings or other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to 45 school days as discussed below or the student's placement may be changed for educational reasons as determined by the IEP team or as otherwise permitted by law.

Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP team shall: (1) conduct an FBA of the student, unless an FBA has already been conducted; and (2) implement a BIP for the student. If a BIP has already been developed, the IEP team shall review it and modify it as necessary to address the student's behavior.

Placement in an alternative setting for 45 school days

School personnel may remove a student with disabilities to an interim alternative setting for not more than 45 school days without regard to the manifestation determination if:

- the student carried a weapon to school or a school function;
- the student possessed a weapon at school or a school function;
- the student possessed or used illegal drugs at school or a school function;
- the student sold or solicited the sale of a controlled substance at school or a school function;
- the student inflicted serious bodily injury on another person while at school or a school function;
- or
- a hearing officer or court of appropriate jurisdiction so orders.

Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP team shall determine the educational services to be provided to the student in the alternative setting.

Students not identified as disabled

Students who have not been identified as disabled shall be subjected to the same disciplinary measures applied to students with disabilities if the district had "knowledge" of the student's disability before the behavior that precipitated the disciplinary action occurred.

The district is deemed to have knowledge of the student's disability if:

- the student's parent has expressed concern in writing to district supervisory or administrative personnel, or the student's teacher, that the student is in need of special education and related services;
- the student's parent has requested an evaluation; or
- the student's teacher or other district personnel have expressed specific concerns about the student's pattern of behavior directly to the director of special education or other district supervisory personnel.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the district's determined educational placement, which can include suspension or expulsion.

The district shall not be deemed to have knowledge that the student is a child with a disability if the parent has not allowed an evaluation of the student, or the student has been evaluated and it was determined that he or she is not a child with a disability, or the student was determined eligible for special education and related services, but the parent refused services.

Withdrawal Policies and Procedures

The Board of Education recognizes and promotes the importance of obtaining a high school diploma, as a diploma assists students in leading healthy and productive lives after graduation. Those youth who withdraw from school and prepare to face life with less than a high school education will have a much more difficult time entering the workforce or pursuing other goals. Therefore, the Board strongly urges every teacher, guidance counselor, principal, parent, and citizen to exert all the influence that he/she can command to keep all District students in school through high school graduation.

Principals, teachers, and guidance counselors are encouraged to prioritize dropout prevention through personal contact with students and by making specialized programs available. The goal is to enable those students who are considering dropping out or have dropped out of school to return and resume their programs with a minimum degree of disruption.

To emphasize the importance of a high school diploma and to encourage students to reconsider their decision to withdraw from school, the district shall notify the student's parent/guardian in writing when the district has knowledge that a student has dropped out of school. Such written notification shall be in accordance with this policy's accompanying regulation. For purposes of this policy, "dropout" shall mean any student included in the district's "student dropout rate," as defined by the rules of the State Board of Education.

Voluntary Withdrawal

Parents withdrawing students from School are asked to give the school at least one week's notice. The school requests that parents use the Withdrawal Form available from the school office to provide notification of the new school the student will be attending. This signed form gives official notice of the child's withdrawal. Records will not be released until a Release of Information form is completed by the legal parent or a subsequent school's request for records is received. In addition, all outstanding fees, academic records, or obligations must be met, including the return of all textbooks/electronics. Failure to return all the school equipment and materials to satisfactory condition may result in a collections action.

When the staff identifies a student as a potential or immediate dropout, the following procedure is to be implemented:

- The student and a school counselor will meet for the purpose of discussing the reason(s) for leaving school and the student's plans for the future.
- The counselor and the student's teachers will meet to discuss the student's present scholastic standing.
- The student, his/her parents, guardian or legal custodian, the counselor, and the principal or designee will review all pertinent information and give their recommendations.

If the above procedure has been followed, the student remains firm on his/her intention to leave school; a final meeting will be scheduled between the student and the counselor to discuss the educational and occupational alternatives available to the student. The discussion will include, but not be necessarily limited to, the following subjects: (1) equivalency diploma; (2) adult education classes; (3) correspondence courses; and (4) available skill training programs. In addition, work-study programs will be explored.

When the student has been a dropout for 10 school days, an attempt shall be made by the school counselor to meet with the student, and the student's parent(s)/legal guardian/custodian for a re-evaluation of the student's decision to leave school, with the option offered to return to school at this time as a student in good standing, depending upon the student's willingness to make up missed scholastic assignments.

When a student has been a dropout for 15 school days, the principal or designee shall send a written notice to the student's parent(s)/legal guardian/custodian. At a minimum, the written notice shall include notification of the student's dropout status and an explanation of the educational alternatives available to assist the student in re-engaging in school. Such written notice shall be sent even if the student is not subject to the compulsory attendance laws, i.e., those students 17 years of age or older. The written notice may also include, but not be limited to, an encouragement that the student return to school; an explanation of the long-term ramifications to the student of dropping out of school; and the availability of services for at-risk students, such as counseling services, drug or alcohol addiction treatment programs, and family

preservation services. The written notice shall be sent within five school days after the student has been a dropout for 15 school days. All possible efforts will be extended to retain students in school and assist them in earning a high school diploma.

Academics

Independence Classical Charter School, like Liberty Common, will follow the **Core Knowledge Sequence®** in grades K-8. This curriculum encompasses language arts, mathematics, science, history, geography, fine arts, and physical education.

Core Knowledge is founded on the idea that the ease with which one learns new information is highly determined by the amount of background knowledge one has already learned on a given topic. The more you know, the more you can learn. Reading with comprehension, speaking and writing fluently, and critical thinking all rely on a rich vocabulary and broad knowledge base.

The curriculum is characterized by knowledge that is:

- Context-rich – lasting, unchanging knowledge such as important events of world history;
- Cumulative – a planned progression building on students' previous knowledge and eliminating excessive repetition and gaps;
- Content-specific – clearly defined knowledge at each grade level, ensuring fairness for all students;
- Coherent – explicit knowledge identifies what children should learn at each grade level to ensure an articulated approach to building knowledge across all grade levels.

Assessment and Intervention

A strong assessment plan is the cornerstone of any successful instructional program. Accel Schools implements numerous assessment tools for students and would propose the following for the Independence Classical Charter School. To verify curricular alignment, ensure instructional efficacy, and monitor student learning, schools must employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made regarding scaffolding, alignment, adjustments, and interventions. School leaders plan for diagnostic, formative, interim and summative assessments in a balanced assessment program. In this way, assessment results identify students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

Independence Classical Charter School Assessment System

Independence Classical Charter School will use the following assessments (note that the list changes as students and programs progress):

- Colorado Measures for Success (CMAS)
- CoAlt Science and Social Studies
- CoAlt ELA and Mathematics (DLM)
- Colorado NAEP
- WIDA ACCESS for ELLs
- Colorado Gifted and Talented test (CoGAT)
- Colorado Spanish Language Arts Assessment
- iReady
- Informal assessments such as:
 - Lesson plans, unit plans, instructional materials, and resources

- Student work, student records, progress reports, and grading
- Formative and summative assessments
- Interactions with students and their families
- Communication logs
- Student surveys and family, parent, school, and community feedback
- Classroom observations and feedback

*Information in the assessments may be subject to change based on changes from the Colorado Department of Education, the U.S Department of Education, and testing vendors.

Make-Up Work

When an excused absence occurs, students are responsible for making up the assignments that are missed. The teacher will assign make-up work and set a date for completion, which shall be the same number of days as the corresponding absence. Assignments not completed will result in failing grades.

In the event of a planned excused absence, the school must be provided with three or more days of advanced notice for teachers to provide class assignments. Students must return completed assignments within two days of returning to school.

It is strongly suggested that absences not occur during state testing week(s).

Student Referral and Support Multi-Tiers

Understanding the Colorado Multi-Tiered System of Supports (COMTSS)

Response to Intervention is a prevention-based framework of team-driven, data-based problem solving for improving the outcomes of students. Within MTSS, academic components of Independence Classical Charter School's will consist of four levels of intervention and support for all at-risk students. Tiers 1-2 describe academic instruction and interventions delivered primarily by teachers within the classroom. Tier 3 will include support from specialists. Tier 4 describes the process by which students who aren't making academic progress via tiers 1-3 are then provided out with additional instruction and support generally outside the classroom. While the student services team will support students at all levels of academic progress, its primary responsibility will be to develop and operate Level 4 interventions.

Tier 1: Benchmark: Tier 1 focuses on developing and delivering direct, best first instruction and practice in the classroom to all students. In the grammar school, this means that students will focus on developing key skills including a deep knowledge of phonograms, spelling, vocabulary, handwriting, arithmetic and number sense, and sentence and paragraph structure and writing. In the upper school, teachers will focus on generalizing and applying knowledge and skills learned in grammar school to literature, Latin, grammar, mathematics, science, and history. At all grade levels, Tier 1 instruction will be supported by clear and high expectations for behavior and executive functioning including regular exposure to the school's core virtues.

Tier 2: Strategic: Tier 2 focuses on providing interventions in the classroom to support improvements in specific academic and functional issues exhibited by one or more students. The classroom teacher will analyze data, select the intervention material and method, instruct, and assess progress. The teacher will also document and communicate progress to the student(s), parents, and other teachers as appropriate.

Tier 3: Intensive: Tier 3 focuses on students who are not making progress despite their participation in Tier 1 or Tier 2 levels of instruction and practice. As with Tiers 1 and 2, the classroom teacher takes the lead, but he or she can also reach out to school specialists including the student services team (e.g., special education teacher, school psychologist, speech language pathologist, occupational therapist,

paraprofessionals, etc.) for additional help to develop the intervention, provide instruction, and assess student progress. The teacher will continue to be responsible for communication with parents.

Tier 4: Exceptional Students: In addition to instruction, practice and support gained through Tiers 1-3, exceptional students are qualified to participate in Tier 4 supports and programs (e.g., IEP, 504, ELL, GTA, etc.) through formal reviews of records, outside input (e.g., a doctor's diagnosis of a disability), parent and teacher input, and normed assessments. Once qualified, Tier 4 students will receive additional instruction and support to improve their ability to independently access the general education program at Independence Classical Charter School through improvements to cognitive, communication, academics, social/emotional/behavior, health, and motor knowledge and skills. As needed, they will also receive instruction and support to develop functional skills such as reducing test anxiety, public speaking note- and test-taking, materials management, and executive functioning.

Independence Classical Charter School accommodations will follow the Colorado Instructional Accommodations Manual: A Guide to the Selection and Implementation of Accommodations for Students with Disability.

Report Cards

Report cards are sent to the home through the mail, given directly to the parent, or sent home with the student for each grading period (four times a year). Please check with the administrator to learn what distribution method is used at the school.

Copies of all report cards are placed into the student's cumulative file.

The grading scale is as follows:

90%-100%	A
80%-89%	B
70%-79%	C
60%-69%	D
Below 60%	F

Parent / Teacher Conferences

Formal parent-teacher conferences are conducted at least once a year. Conference dates are specified in the school calendar. Conference schedules will be issued through the school office but arranged by each student's teacher. Once a conference date and time have been arranged, parents should contact the student's teacher if a change is necessary. Parents may request conferences throughout the year.

Parent-teacher conferences are a focal point in student evaluation and reporting to the parents. This two-way avenue for parents and teachers may be initiated by either party as needed.

Orientation

Orientation will be held during August and January. Parents will be notified of the exact dates and are encouraged to attend.

Safety Information

Weather Delays

Because of our broad geographical student base, Independence Classical Charter School delays or school cancellations will be determined by the administration.

In all cases of inclement weather, please access the website, local radio, or local television stations for pertinent announcements. Parents should exercise their own judgment whether to have their child attend school. All parents confirmed weather-related tardies and absences will be excused.

In case of inclement weather at release time, the following procedure will be followed:

- Parents will be notified via email and text.
- Students who walk will be held until conditions are safe.
- Parents may go to the front doors and request to pick up their student.
- Students who drive, as well as siblings of these students, may be excused with parent permission.

Emergency Drills

Students must learn all emergency procedures and instructions given by the Independence Classical Charter School staff. Independence Classical Charter School will conduct needed drills to ensure that the school community will respond to an emergency safely and effectively. Teachers will instruct students regarding the posted procedures for their classroom and the school building including specific instructions for safe primary and secondary exits. The response to all drills is to be prompt, quiet, orderly, and disciplined. Full cooperation is necessary for the proper execution of these drills, and students are to remember that their welfare is our sole purpose for practicing them.

Student Life

Backpacks

Students are allowed to use backpacks and bookbags at school. All backpacks and bookbags are subject to search.

Conduct in the Classroom

Individual teachers handle matters of classroom discipline. In the cases of repeated misconduct or disruption, parents or guardians will be notified. Severe or repetitive misconduct will be referred to the office. Student office referrals can result in lunch or after-school detention, in-school suspension, out-of-school suspension, or expulsion.

Conduct in the Cafeteria

Students are expected to eat lunch on site in a respectful manner. All trash is to be thrown away in the proper receptacle. It is the responsibility of each student to make sure that the cafeteria and other areas of the campus remain free from litter. Glass containers are not allowed.

Food and Water

As a rule, food and drinks are not allowed in the hallways and classrooms. Approved snacks and water may be allowed in designated areas for nutrition breaks. Students are encouraged to bring water bottles that may be refilled throughout the day to stay hydrated. Students may not bring energy drinks and drinks high in sugar, soda, or similar. Glass containers are not allowed.

Food Allergies

Parents are responsible for informing the office and their students' teachers of any food allergies their child might have.

Conduct at Assemblies

Scheduled assemblies are part of student life at Independence Classical Charter School, so it is important

that students and all attendees are attentive, quiet, and respectful.

Lost and Found

The school is not responsible for lost or stolen property, but an effort will be made to assist students in the recovery of their missing property. A “lost and found” will be maintained by the school. Any found items should be turned in at the office. Unclaimed items will be turned over to benevolent organizations at the end of each quarter. Students are strongly encouraged to leave valuable items, including cash, personal electronic devices, and accessories, at home.

Electronics

Students may possess personal electronic devices (cell phone, tablet, iPod, portable gaming device, earphones, smartwatches, etc.) on the Independence Classical Charter School campus but may only access them outside of the school day unless under the direction of a teacher. All devices must be powered off and put away in a backpack/bookbag. High school students may be allowed to use personal electronic devices at lunchtime only.

Students may not use cameras or camera phones at a time, place, or manner that would disrupt the educational process. Independence Classical Charter School views students who knowingly take photographs or video images of students and post them on any Internet site (such as but not limited to Facebook, Twitter, Snapchat, or YouTube) as part of Colorado School Law 22-33-106 (c): “Behavior on or off school property which is detrimental to the welfare or safety of other pupils or school personnel...”

Personal electronics discipline policy is as follows:

First Offense: Teacher collects the phone after student powers it off, reminds student of policy, logs it in PowerSchool, and gives student phone back at the end of the period.

Second Offense: Teacher collects the phone after student powers it off, reminds student of policy, logs it in PowerSchool, and turns phone into the student services office who contacts parents. The student may pick the phone up from the student services office at the end of the day.

Third Offense: Teacher collects the phone after student powers it off, reminds student of policy, logs it in PowerSchool, and turns phone into the student services office. Administration calls and lets parents know they will need to pick the phone up.

Fourth Offense: Teacher collects the phone after student powers it off, reminds student of policy, logs it in PowerSchool, and turns phone into the student services office. The administration will work with parents to create a phone contract.

Field Trips

A permission slip provided by the school is to be completed by the parent/guardian granting permission for the student to participate in any scheduled field trip. Students who fail to submit the proper form will not be allowed to participate. Verbal authorizations are not permitted and will not be accepted. Students and/or adult chaperones may be denied participation by the school if they fail to meet academic and/or behavioral requirements. CBI background checks for adult chaperones must be conducted prior to attending a field trip. All field trips must be approved by the Independence Classical Charter School administration prior to the trip.

School Photos

At the beginning of the year there will be an opportunity for all students to have their pictures taken. Notice will be given prior to picture day. Students must follow the dress code for school pictures.

Leaving Campus During the Day

Students may not leave campus during school hours unless a parent or guardian checks them out at the office and accompanies them. Students who become ill during the day must report to the health office so that a parent or guardian can be contacted.

Dress Code Policy

Independence Classical Charter School's dress code policy has been established to help facilitate the education of our students to ensure their safety and to allow for parity among students. This policy will be reviewed and updated as deemed necessary by the administration and Independence Classical Charter School Board of Directors. The Independence Classical Charter School staff, with support of the Independence Classical Charter School Board, reserves the right to deny, at its discretion, any item that is noticeably different in style, color, or fabric. Any checking will be done visually, and parents will be notified of noncompliance. Students are to present a neat appearance including appropriate sizing for the individual. No clothing item may have holes or tears.

Shirts

All shirts worn must have a collar unless a school spirit T-shirt or approved shirt for spirit celebration. All shirts must be of the following:

- Plain in color/non-neon
- Polo shirts (long or short sleeve)
- Oxford shirt (button down)
- Shirts may be worn tucked in or untucked. If worn untucked, the shirt must extend past the waistband, but not extend past the wrist.

Pants, Shorts, Skirts, Polo Dresses, and Jumpers

Must be plain in color/non-neon and without patterns, embellishments, holes, tears, etc.

- Tights, leggings, or the like are not to be worn as pants. Tights and leggings are allowed when worn under jumpers, skirts, or dresses.
- Sweatpants are NOT allowed unless they are Independence Classical Charter School spirit wear.
- The hemline in jumpers, polo dresses, skirts, and shorts must be long enough to extend beyond the student's fingertips when the hand is extended down the thigh.
- Undergarments/shorts are required underneath jumpers, polo dresses, or skirts.
- Jeans may only be worn on Free-Dress Friday and must be without holes and tears.

Outerwear

Sweaters, sweater vests, cardigans, sweatshirts, windbreakers, blazers, and sport jackets.

- A dress code compliant shirt must be worn under outerwear.
- Must be plain/solid in color and non-neon
- Zip up Hoodies are NOT allowed.
- Outerwear that is worn for warmth to and from school and outside, including flannels that are not dress code compliant, will not be permitted to be worn in the building during school hours.

Spirit Wear

Spirit wear is defined as clothing that promotes Independence Classical Charter School.

- Spirit wear shirts, sweatshirts, and pants may be worn at any time. This does NOT include leggings. Leggings may not be worn at any time, even if they are spirit wear.
- Must be approved Independence Classical Charter School spirit wear.

Footwear

Shoes must always be worn. Shoes should be appropriate for daily activity.

- Open-toed footwear, footwear with lights/wheels, slippers, sandals, high heels over 2 inches, and mules/clogs are not permitted.
- Tennis/athletic shoes with non-marking soles are required for physical education. Students without proper shoes may be restricted from participating in physical education classes or extracurricular activities. A physical education grade may be affected by the lack of participation.

Free-Dress Friday

- Top of chest to bottom of fingertips must be covered.
- No ripped jeans.
- No tank tops; shoulders must be covered.
- Clothing may not contain guns, profanity, drugs/alcohol of any sort, or offensive language.
- No hats.
- No pajamas.

Accessories

Ties, scarves, headbands, makeup, tattoos/writing on skin, jewelry, and body piercings. All approved accessories must not be a distraction to the learning environment.

- Ties and scarves may be worn.
- Blankets are not considered an accessory and are not allowed.
- Students are not allowed to wear bandanas or the like.
- Students may wear headbands if they are holding their hair back and flat to the head.
- No hats/head coverings are to be worn in the school building during school hours unless there is administrative approval.
- Students may wear makeup.
- Tattoos must not be visible during the school day. Students may not display tattoos or temporary tattoos of any kind to include writing on any part of the skin that is visible.
- Piercings are restricted to the ear and nose. Nostril piercings only; no septum piercings.

Hair Color/Style

Extreme, eccentric, or faddish hairstyles/colors that detract from the learning environment are not permitted.

- Students may not have a hairstyle that contains vulgar or distracting images.
- Hair may only be dyed/styled in naturally occurring colors (brown, black, gray, red, blond).
- Hair may be styled with braids, cornrows, twists, or locks, so long as the style is within the following guidelines. Each braid, cornrow, twist, or lock will be of uniform dimension, have a diameter no greater than 1 inch, and present a neat appearance.
- Facial hair must present in a clean, well-groomed manner.

Physical Education

Students participating in physical education classes will be required to wear a plain/solid t-shirt and plain/solid shorts, leggings, or sweatpants. Spirit T-shirts will also be allowed. Gym shoes with non-marking soles are required.

Miscellaneous

Items not covered above but considered inappropriate, unsafe, or a distraction from the learning environment are subject to review by the administration and teachers.

General Expectations

Students are to present a clean and neat appearance. All clothing (except for approved spirit wear) will be

plain/solid in color with no holes, tears, embellishments, etc.

Exceptions

School administration will on occasion allow dress code alternative days such as Dress for Success, Spirit Days, or Jeans Days. Independence Classical Charter School respects the diversity of its students. Administration may make exceptions to this policy based on religious or medical observances or accommodations.

Consequences for Noncompliance

- First and Second Offenses: Verbal warning, parent is notified, student gets into compliance, documented in PowerSchool.
- Third and Future Offenses: Parent is notified, student gets into compliance, documented in PowerSchool, student is assigned after-school detention. Repeated dress code violations may lead to further disciplinary action.

Health and Safety

The school provides a safe and clean environment and takes precautions to protect students and staff.

Medication Administration

The administration of medication to students during the school day is the responsibility of the parents.

Student possession, use, distribution, sale or being under the influence of medication inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

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

A student with asthma, a food allergy, other severe allergies, or a related, life-threatening condition, or who is prescribed medication by a licensed health care practitioner may possess and self-administer medication to treat the student's asthma, food or other allergy, anaphylaxis or related, life-threatening condition, or other condition for which the medication is prescribed. Self-administration of such medication may occur during school hours, at school-sponsored activities, or while in transit to and from school or a school-sponsored activity. Student possession and self-administration of such medication must be in accordance with the regulation accompanying this policy.

Authorization for a student to possess and self-administer medication to treat the student's asthma, food or other allergy, anaphylaxis or other related, life-threatening condition, or other condition for which the medication is prescribed may be limited or revoked by the school principal after consultation with the school nurse and the student's parents/guardian if the student demonstrates an inability to responsibly possess and self-administer such medication. A treatment plan authorizing a student to possess and self-administer medication for asthma or anaphylaxis is effective only for the school year in which it is approved.

Technology and Internet Safety

The use of technology is a privilege and an important part of the school's overall curriculum. The school will, from time to time, make determinations on whether specific uses of technology are consistent with school policies for students and employees of the school but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error-free or uninterrupted. The school always reserves the right to monitor and log technology use, monitor file server space utilization

by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety, or security of the technology resources or the safety of the user.

The parent and student agree:

- To abide by all school policies relating to the use of technology.
- To release all school employees from any and all claims of any nature arising from the use or inability to use the technology.
- That the use of technology is a privilege.
- That use of the technology will be monitored, and there is no expectation of privacy whatsoever in any use of the technology.

The parent/student further agrees and understands that the student may have his/her privileges revoked, or other disciplinary actions were taken against him/her for actions or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to software or hardware;
- Placing unauthorized information, computer viruses, or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating, or otherwise gaining access to or disclosing materials the school believes may be unlawful, obscene, pornographic, abusive, harmful to minors, or otherwise objectionable;
- Using technology resources for commercial, political, or other unauthorized purposes – the school technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to hardware or software;
- Malicious uses of technology through hate mail, harassment, bullying, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without the consent of the school;
- Violating the conditions of federal and Colorado laws dealing with student's and employee's rights to privacy;
- Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware;
- Damaging any technology devices;
- Allowing anyone else to use any account other than the account holder; and
- Other unlawful or inappropriate behavior.

The parent and student also acknowledge and agree that the student is solely responsible for the use of his/her accounts, passwords, and/or access privileges and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.

The parent and student must also know and further agree that:

- Should the user transfer a file, shareware, or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs;
- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user will be liable for any and all costs; and

- Violation of the Student Use of the Internet and Electronic Communications Policy is also a violation of the school Code of Conduct and may result in other disciplinary action other than those specifically set forth above, including but not limited to suspension or expulsion.

Acceptable Use of Technology

All students and parents must be aware of and understand their responsibilities when accessing and using school technology and resources. The Independence Classical Charter School instructional computing resources include any computer, software, or transmission system that is owned, operated, or leased by the Independence Classical Charter School.

Any activity not listed here that constitutes a violation of local, state, or federal laws is considered a violation of the Student Code of Conduct and Acceptable Use Guidelines. Failure to follow these guidelines could result in the removal of your access to the school's instructional computing resources, which could result in your inability to complete learning activities.

Accountability

Posting anonymous messages is not permitted unless expressly authorized by the course teacher. Impersonating another person is also strictly prohibited. Use only your own username and password, and do not share these with anyone.

In addition:

- Do not interfere with other users' ability to access the Independence Classical Charter School's AMP system or disclose anyone's password to others or allow them to use another user's account. You are responsible for all activities that is associated with your username and password.
- Change your password(s) frequently, at least once per semester or course.
- Do not publicly post your personal contact information (address and phone number) or anyone else's.
- Do not publicly post any messages that were sent to you privately.
- Do not download, transmit or post material that is intended for personal gain or profit, non-Independence Classical Charter School commercial activities, non-Independence Classical Charter School product advertising, or political lobbying on a Independence Classical Charter School - owned or leased instructional computing resource.
- Do not use the Independence Classical Charter School instructional computing resources to sell or purchase any illegal items or substances.
- Do not upload or post any software that is not specifically required and approved for your assignments on the Independence Classical Charter School's instructional computing resources.
- Do not post any MP3 files, compressed video, or other non-instructional files to any Independence Classical Charter School server.

Student Internet Safety

Do not reveal personal information about yourself or other people. For example, you should not reveal your name, home address, telephone number, or display photographs of yourself or others to persons outside of the Independence Classical Charter School. Do not agree to meet in person anyone you have met only on the Internet and who is not affiliated with the Independence Classical Charter School.

Netiquette

At the Independence Classical Charter School, parents and students are expected to follow the rules of network etiquette, or "netiquette." The word netiquette refers to common-sense guidelines for conversing with others online. Students are expected to refrain from using profanity and derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health, or access issues. Any responses should be focused on the questions or issues

being discussed, not on the individuals involved. Criticism should be constructive, not hurtful. Review your messages before sending them. Remove easily misinterpreted language and proofread typos. Respect other people's privacy. Don't broadcast online discussions; never reveal other people's e-mail addresses.

Use of Copyrighted Materials

All materials in the courses are copyrighted and provided for use exclusively by enrolled students. Enrolled students may print or photocopy material from the website for their own use. Use by or distribution to others is prohibited unless expressly noted. Unauthorized copying or distribution may result in revoked access to the course(s).

Students shall not upload, download, transmit, or post copyrighted software or copyrighted materials, materials protected by trade secrets, or other protections using the Independence Classical Charter School computer resources. This includes copyrighted graphics of cartoon characters or other materials that may appear to be non-copyright protected. Source Citation Many courses require written work in which students will need to cite sources. Any direct quotations from instructional materials can simply be cited as (Author, page number). Any quotations from outside sources require full citations, including author, title, publisher, date of publication, and the page number. When citing information found on a website, provide the complete web page or site title, URL, author (if known), page number (if applicable), and publication date of the site (if available).

The Independence Classical Charter School reserves the right to review any material transmitted using school instructional computing resources or posted to a school instructional computing resource to determine the appropriateness of such material. The Independence Classical Charter School may review this material at any time, with or without notice. E-mail transmitted via school instructional computing resources is not private and may be monitored.

Harassment, Intimidation, Bullying

Harassment, intimidation, or bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. However, the school's commitment to addressing harassment, intimidation, and bullying involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty, or school personnel.

It is imperative that harassment, intimidation, and bullying be identified only when the specific elements of the definition are met because the designation of the conduct of such behavior carries its special statutory obligations. Any misconduct by one student against another student or staff, whether appropriately defined as harassment, intimidation, or bullying, will result in appropriate disciplinary consequences for the perpetrator.

Prohibited behavior

- Bullying
- Retaliation against those reporting bullying and/or other behaviors prohibited by this policy
- Making knowingly false accusations of bullying behavior with malicious intent

Bullying is the use of coercion or intimidation to obtain control over another person or to cause physical, mental or emotional harm to another person. Bullying can occur through written, verbal or electronically transmitted expressions or by means of a physical act or gesture. Bullying is prohibited against any student for any reason, including but not limited to any such behavior that is directed toward a student on the basis of their academic performance or any basis protected by federal and state law, including disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin,

religion, ancestry, or the need for special education services, whether such characteristic(s) is actual or perceived, and whether bullying is by student or staff.

Retaliation is an act or communication intended as retribution against an individual who reports an act of bullying. Retaliation can also include knowingly making false accusations of bullying or acting to influence the investigation of, or the response to, a report of bullying.

False accusations with malicious intent of bullying are those made knowingly by an individual or group of individuals with the purpose of causing harm to another individual and which are false. Unsubstantiated reports are not automatically considered false accusations.

Reporting Any student who believes they have been a victim of bullying and/or other behaviors prohibited by this policy, or who has witnessed such bullying and/or other prohibited behaviors, is strongly encouraged to immediately report it to a school administrator, counselor, or teacher. Reporting may be made anonymously by either the bullied student, or a student or staff witness to bullying. Such anonymous reporting shall be investigated to the extent possible. However, it is understood that anonymous reporting may hinder the investigation process.

All such reporting and investigation shall be kept confidential, however, and only those students and staff necessary to the investigation, along with parents/guardians of affected students, shall be provided with information. The information provided will only be as much as is required to effectively investigate.

Investigating and responding As part of the superintendent's comprehensive program to address bullying, procedures will be developed with the goal of immediate intervention and investigation in response to reports of students engaged in bullying and/or other behaviors prohibited by this policy. Procedures will include, to the extent appropriate as determined by the investigator and designated administrator, and in accordance with applicable law and local school board policy and procedures, notification to parents/guardians of the results of bullying investigations and their right to appeal investigatory findings to the district.

A student who engages in any act of bullying, retaliation, and/or other behaviors prohibited by this is subject to appropriate disciplinary action including but not limited to suspension, expulsion, and/or referral to law enforcement authorities. The severity and pattern, if any, of the bullying behavior will be taken into consideration when disciplinary decisions are made. Bullying behavior that constitutes unlawful discrimination or harassment will be subject to investigation and discipline under related Board policies and procedures. Students targeted by bullying when such bullying behavior may constitute unlawful discrimination or harassment also have additional rights and protections under Board policies and procedures regarding unlawful discrimination and harassment.

Cyber Bullying

Cyberbullying is the use of any electronic communication device to convey a message in any form (text, image, audio, or video) that defames, intimidates, harasses, or is otherwise intended to harm, insult, or humiliate another student or staff member in a deliberate, repeated, or hostile and unwanted manner under a person's true or false identity. This includes the use of any technology to send or post inappropriate or derogatory email messages, instant messages, text messages, digital pictures or images, and videos to social network sites or website posting (including blogs), which has the effect of:

- Physically, emotionally or mentally harming a student or staff member; or
- Placing another student or staff member in reasonable fear of physical, emotional, or mental harm; or
- Placing a student or staff member in reasonable fear of damage to or loss of personal property; or

- Creating an intimidating or hostile environment that substantially interferes with a student's educational opportunities; or
- Persuading or coercing through threats to reveal secrets or embarrassing information with or without the intent of sharing the information with others; or
- Creates an intimidating or hostile environment that substantially interferes with a staff member's ability to conduct their educational duties.

The school may discipline for Cyberbullying conducted off school premises when it materially and substantially interferes with the educational process.

Prohibited Gang Activity

Students are prohibited from engaging in gang activities while at school, on school property, to or from school, or at a school-related function or event, whether at the school or outside of the school facility and on the Internet. Any student who violates this policy will be subject to disciplinary action, up to and including expulsion from school.

Gangs

At the principal's discretion, staff members may use the following techniques to discourage the influence of gangs:

- Any student wearing or carrying overt gang paraphernalia or making gestures that symbolize gang affiliation will be referred to the principal or designee. The student's parents/guardians will be contacted, and the student will be sent home to change clothes if necessary.
- Any gang graffiti on school premises will be quickly removed, washed down, or painted over as soon as discovered.
- Daily checks for graffiti will be made throughout the campus, including restroom walls and doors.
- Graffiti will be photographed before it is removed. These photographs will be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.
- The classroom will be designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of wholesome activities.
- Staff members will actively promote membership in authorized student organizations, which can provide students companionship, safety, and a sense of purpose and belonging.

Drug-Free School

In accordance with applicable law, the school prohibits the use, possession, concealment, or distribution of drugs by students on the school grounds, in the school building, or at any school-related event. Drugs include any alcoholic beverage, an anabolic steroid, any dangerous controlled substance as defined by state or federal statute, or any substance that could be considered a "look-alike" controlled substance. Compliance with this school policy is mandatory for all students. Any student who violates this policy will be subject to disciplinary action as specified in this Parent/Student Handbook, up to and including expulsion from the school. When required by state law, the school will also notify law enforcement officials.

Weapon-Free School

No student at any time, for any reason, shall possess, handle, transmit, or use any object which can be reasonably considered a weapon or considered a "look-alike" weapon in or on the property of the school, or any school-sponsored activity held away from the school property. Possession of a weapon may result in suspension, expulsion, other disciplinary intervention, or involvement of local law enforcement. In accordance with federal law, the expulsion shall be mandatory for no less than one full calendar year for a student who is determined to have brought a firearm to or possessed a firearm at school in violation of this

policy. The superintendent or designee may modify the length of this federal requirement for expulsion on a case-by-case basis.

Dangerous weapon means:

- A firearm.
- Any pellet, BB gun or other device, whether operational or not, is designed to propel projectiles by spring action or compressed air.
- A fixed blade knife with a blade that exceeds three inches in length.
- A spring-loaded knife or a pocketknife with a blade exceeding three and one-half inches in length.
- Any object, device, instrument, material, or substance, whether animate or inanimate, that is used or intended to be used to inflict death or serious bodily injury including, but not limited to, a slingshot, bludgeon, nun chucks, brass knuckles, or artificial knuckles of any kind.

Firearm facsimiles

Carrying, using, actively displaying or threatening with the use of a firearm facsimile that could reasonably be mistaken for an actual firearm on district property, when being transported in vehicles dispatched by the district or one of its schools, during a school-sponsored or district-sponsored activity or event, and off school property when such conduct has a reasonable connection to school or any district curricular or non-curricular event without the authorization of the school or school district is prohibited. Students who violate this policy provision may be subject to disciplinary action, including but not limited to suspension and/or expulsion, in accordance with Board policy concerning student suspensions, expulsions and other disciplinary interventions.

A student may seek prior authorization from the building principal to carry, bring, use or possess a firearm facsimile that could reasonably be mistaken for an actual firearm on school property for purposes of a school-related or non-school related activity. A student's failure to obtain such prior authorization is a violation of this policy provision and may result in disciplinary action, including but not limited to suspension and/or expulsion, in accordance with Board policy concerning student suspensions, expulsions and other disciplinary interventions. The principal's decision to deny or permit a student to carry, bring, use, or possess a firearm facsimile that could reasonably be mistaken for an actual firearm on school property shall be final.

School administrators shall consider violations of this policy provision on a case-by-case basis to determine whether suspension, expulsion or any other disciplinary action is appropriate based upon the individual facts and circumstances involved.

Local restrictions

The Board of Education determines that extra precautions are important and necessary to provide for student safety. Therefore, the using, possessing or threatening to use any knife, regardless of the length of the blade, on district property, when being transported in vehicles dispatched by the district or one of its schools, during a school-sponsored or district-sponsored activity or event, and off school property when the conduct has a reasonable connection to school or any district curricular or non-curricular event without authorization of the school or school district is prohibited. Students who violate this policy provision shall be subject to disciplinary action, including suspension and/or expulsion, in accordance with Board policy concerning student suspensions, expulsions and other disciplinary interventions.

Recordkeeping

The district shall maintain records which describe the circumstances involving expulsions of students who bring weapons to school including the name of the school, the number of students expelled, and the types of weapons involved as required by law.

Referral to Law Enforcement

In accordance with applicable law, school personnel shall refer any student who brings a firearm or weapon to school without authorization of the school or the school district to law enforcement.

Police and Child Protective Services

Allegations of criminal misconduct will be reported to law enforcement, and suspected child abuse must be reported to Child Protective Services (CPS). Failure to report promptly may result in civil and/or criminal liability. A person who reports child abuse or neglect in good faith is immune from civil or criminal liability. Reports of child abuse or neglect, the name and address of the child, family or informant or any other identifying information in the report shall be confidential and shall not be public information. School employees and officials shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school official or employee to prove that the child has been abused or neglected. All school personnel must cooperate with investigations by outside agencies.

School Records

The school takes student records and their confidentiality very seriously and has a policy of not disclosing any student records to anyone outside of the school except in strict accordance with state and federal law. Records of students are only released to another school upon a properly authorized request from that school or from a signed release by the parent or as otherwise required by law.

“Student education records” are those records that relate directly to a student. Student education records may contain, but not necessarily be limited to, the following information: identifying data; academic work completed; level of achievement (grades, standardized achievement test scores); attendance data; scores on standardized intelligence, aptitude and psychological tests; interest inventory results; health and medical information; family background information; teacher or counselor ratings and observations; reports of serious or recurrent behavior patterns and any Individualized Education Program (IEP).

“Student personally identifiable information” or “student PII” means information that, alone or in combination, personally identifies an individual student or the student’s parent or family, and that is collected, maintained, generated, or inferred by the district, either directly or through a school service, or by a school service contract provider or school service on-demand provider.

“Security breach” means the unauthorized disclosure of student education records or student PII by a third party.

Current Information

To ensure student records are up-to-date, parents must inform the school of address, telephone, and legal custody changes as they occur during the school year.

Request for Records

The school will request student records from the previous school(s) upon completion of enrollment. Pursuant to the Colorado code, the requested records must be received within fourteen (14) days. If the records are not received within fourteen (14) days or if the previous school indicates there are no records, the local law enforcement agency will be notified regarding the possibility that the student may be a missing child. All fees are due at the time of record release.

Student Directory Information

While FERPA permits schools to adopt a policy allowing the release of Directory Information Policy under

which “directory information” concerning students may be released to the public under certain circumstances, schools are not required to do so. Whereas the school has not adopted such a policy, the school’s practice in compliance with FERPA is not to release education records or personally identifiable information in the absence of explicit consent from a parent or student over the age of eighteen.

Audio-Visual Information

The school recognizes the value of audio-visual and other types of electronic communication in providing students with an effective education. In communicating school-related activities, opportunities exist to photograph and videotape students and their work in a variety of activities. However, individual student records (academic and behavioral) will not be disclosed. Communications may include school newsletters, local newspapers, community access cable channels, school-sponsored web pages, marketing materials, and other publications. Highlighting the achievements and celebrating student successes in school is an integral part of the reporting responsibility to the community. The school will, however, respect parents’ wish for privacy in this area. Parents should call the school with any questions or concerns. Parents may also notify the school in writing if they prefer that the school not use their student’s name, picture, or work product for presentations or other uses.

Release of Student Records

Access to records will be in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974 as pertaining to the release of records. In compliance with FERPA, parents have the right to inspect and request corrections to student records. Parents are required to submit their request to inspect student records in writing to the administrator to allow him/her to schedule a reasonable and appropriate time and date for the parent to present their case. Records will be provided for parental inspection only under the direct supervision of the administrator or his/her designee. The school must comply with the parent’s request for inspection within forty-five (45) days.

Parents have the right to request corrections to student records. Requests for corrections must be submitted in writing to the administrator in a letter that includes the basis for such correction. Parents have the right to respond to reasonable requests for explanations and interpretations of the records. Parents also have a right to obtain copies of the records or make other arrangements where circumstances would effectively prevent the parent or student from exercising the right to inspect. Release or inspection of student records will be handled in accordance with the Student Records Policy.

Parents have the right to file a complaint with the Colorado Department of Education if they think that the school or the school district their student previously attended is not complying with the federal laws or regulations regarding student records.

Non-Custodial Parent Record Request

The school will only give access to or release records to parents who have a legal right to the records of their children. If a parent has ever been to court for custody, those court documents must be on file with the school. Both custodial and non-custodial parents have equal access to the following unless there is a court order to the contrary:

- Cumulative file (including the enrollment file, academic file, vocational file, Title One file, and graduation file);
- Health records;
- Psychological records;
- Parent conferences and lab observations.

Only the custodial parent can access Due Process when the child is classified as handicapped, and only the custodial parent can make decisions about the child.

The stepparent does not have access to the stepchild's records unless the stepparent has adopted the child, the natural parent has given power of attorney, or the natural parent himself/herself shows the record to the stepparent.

Data retention and destruction

The district shall retain and destroy student education records in accordance with applicable law and Board policy.

Protection of Pupil Rights Amendment (PPRA) Notification

Description of Intent

The school follows a philosophy of continuous improvement and honest, objective data analysis. This philosophy requires well-planned and sometimes independent research efforts to determine the effectiveness of the school's programs and strategies. From time to time, the school will collect and analyze student performance data and various measures of effectiveness. Families may also be asked to participate in surveys or focus groups. Such research shall always be undertaken to ensure student privacy is protected and in compliance with the PPRA. For example, the names of the student, parent, and family members will not be revealed, and results will only be reported in the aggregate or by sufficient size sub-groupings so that the participants' anonymity is safeguarded.

Rights Afforded by the PPRA

The PPRA affords parents of minors certain rights regarding the school's conduct of surveys, collection and use of information for marketing purposes, and conduct of certain physical exams. These rights include the following:

The right to provide consent before students are required to submit to a survey that concerns one or more protected areas ("Protected Information Survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education. Protected areas include the following:

- political affiliations or beliefs of the student or student's parent
- mental or psychological problems of the student or student's family
- sexual behavior or attitudes
- illegal, antisocial, self-incriminating, or demeaning behavior
- critical appraisals of others with whom respondents have close family relationships
- legally recognized privileged relationships, such as with lawyers, doctors, or clergy
- religious practices, affiliations, or beliefs of the student or parent/
- income, other than as required by law to determine program eligibility

The right to receive a notice and an opportunity to opt a student out of the following:

- any other Protected Information Survey, regardless of funding
- any nonemergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law
- activities involving the collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others

The right to inspection, upon request and before administration or use, of the following:

- Protected Information Surveys of students
- instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
- instructional material used as part of the educational curriculum

Notification Procedures

The school will work to develop and adopt policies regarding these rights in consultation with the parents. The school will also work to protect student privacy in the administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

The school will directly notify the parents of these policies annually in this PPRA Notice or after any substantive changes. The school will also directly notify by U.S. mail, e-mail, or other reasonably available methods, the parents of students who are scheduled to participate in the specific activities or surveys described in this PPRA Notice and will provide an opportunity for the parent to opt students out of participation in the specific activity or survey. The school will notify parents near the beginning of the school year if it has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, the parent will be provided reasonable notification of the planned activities and surveys covered by the PPRA and will be provided an opportunity to opt their students out of such activities and surveys. The parents will also be provided with an opportunity to review any pertinent surveys. The following is a list of the specific activities and surveys covered under this requirement:

- collection, disclosure, or use of personal information for marketing, sales, or other distribution
- administration of any Protected Information Survey funded in whole or in part by the U.S. Department of Education
- any nonemergency, invasive physical examination, or screening as described above in the Rights Afforded by the PPRA

Where a student is scheduled to participate in these activities, the student will be notified as described above.

Reporting a Violation

The parent/or student who believes his/her rights have been violated may file a complaint to the following:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901

Special Populations and At-Risk students

The Student Services team empowers students to overcome academic, social, emotional, mental health, or other challenges to ensure students are successful in school and in their community. This holistic approach includes early intervention, social development, support services, and linking families to school and community resources. Student Services team members and teachers work together with families to provide the wrap-around support needed to ensure students are motivated and stay on track for graduation. Blocks of time for remediation and enrichments will be deliberately added into the daily and weekly schedule.

Any student identified as a child with disabilities pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (the IDEIA) who is between the ages of three and 21 and who has not been

awarded a regular high school diploma and graduated from high school has the right to a free appropriate public education. These eligible students with disabilities shall be provided individualized programs appropriate to meet their educational needs as determined by the student's Individualized Education Program (IEP) or Individual Family Service Plans (IFSP) team.

A student identified as a child with disabilities under IDEIA shall become eligible for special education and related services on his or her third birthday. A student reaching age 21 after the beginning of an academic year shall have the right to complete the semester in which his or her 21st birthday occurs or attend until he or she graduates, whichever comes first. In such a case, the child is not entitled to extended school year services during the summer following the current academic year.

Students with disabilities are required by federal law to be included in state and district-wide assessments with appropriate accommodations where necessary. Any IEP developed for a student with disabilities shall specify whether the student shall achieve the district's academic standards or whether the student shall achieve individualized standards, which would indicate the student has met the requirements of his or her IEP.

Gifted Students

Gifted and high-ability students will thrive at Independence Classical Charter School. These learners will be provided the most appropriate curriculum, pacing, and teaching approaches from day one through the placement process. Teachers will work closely with the parent/guardian to ensure a steady flow of enrichment activities for students working above grade level. Students will further benefit from the advantages of gifted education as they will be able to work at their own pace without the restraints of traditional school classroom pacing.

The Board of Education provides comprehensive programming for identifying and educating gifted students. Gifted students are those students between the ages of four (4) and twenty-one (21) whose abilities, talents, and potential for accomplishment are so exceptional or developmentally advanced that they require special provisions to meet their educational programming needs. The Board believes that a quality instructional program that differentiates curriculum and instruction is essential so all students can learn and grow to their level of potential.

To the extent resources are available for this purpose, the superintendent or designee shall develop and implement programming designed to meet the educational needs of gifted students that:

- encourages acceleration and enrichment beyond the basic curriculum,
- offers a differentiated curriculum that includes higher cognitive concepts and processes,
- uses instructional strategies that accommodate the learning styles of the gifted,
- fosters the individual growth of each student,
- supports students in the attainment of state and district academic content standards,
- assists students with pre-collegiate and/or pre-advanced placement programs, and
- provides guidance support systems, including identifying post-secondary options.

The programming shall include early identification of gifted students who are at least 8 years of age. The programming shall also include ongoing professional development of staff who administer, supervise, or teach in such programs. The programs will be regularly evaluated.

English Language Learners

The Independence Classical Charter School will meet the needs of English Language Learners as required by State and Federal law by increasing the English language proficiency and academic language proficiency in the content-area subject matter. In keeping with the intention of the state of Colorado to offer educational

opportunities to those children whose dominant language is other than English, the school shall provide suitable research-based language instructional programs for all identified English language learners in grades kindergarten through 12 in accordance with the requirements of state and federal statutes, Colorado State Board of Education rules and the Colorado Department of Education guidance.

The school shall identify students as English language learners using the state-approved assessment for English language proficiency. Identified students shall be assessed annually to determine their level of proficiency in the English language.

Child Find

Independence Classical Charter School will develop and implement written policies and various procedures to ensure the location, identification, and evaluation of students in need of special education and related services. Accordingly, the Independence Classical Charter School will utilize a variety of community outreach procedures available primarily to reach families who suspect their child may be eligible for special education services. These procedures may include social media outreach, postings on the Independence Classical Charter School website, site-based postings, and outreach to community organizations, home-school populations, and private school populations throughout the state. School administration will ensure that all staff is appropriately trained in these policies and procedures and that they receive appropriate support. School administration and other school staff will also ensure that parents/guardians are aware of the process for determining if a student is eligible for special education and how to initiate and participate in the process. Independence Classical Charter School follows the Colorado State Guidelines for Child Find.

Assistive Technology (AT)

Assistive Technology is any sort of device that helps those with disabilities have equal access to the curriculum. These tools might include recording devices, closed captioning, personal listening devices, and special keyboards. Suppose the case conference committee determines that a student needs any assistive technology devices or services. In that case, Independence Classical Charter School will provide, at no extra cost to the family, the necessary AT, including any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized. Students have access to screen readers, text readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other ATs as specified in the students' IEP. Transition, The IEP team, will develop a transition plan that will be in effect when the student enters 9th grade, becomes 14 years of age, or earlier if the IEP team determines it appropriate. The transition plan will prepare the student to move from school to post-school activities, including post-secondary education, vocational education, or adult education, independent or supported employment, and, when appropriate, independent living skills or community participation. The student will be invited to join and participate in the IEP meeting.

Complaint Procedure

The Independence Classical Charter School is committed to fostering and achieving student/ family satisfaction. The Independence Classical Charter School does not discriminate based on disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, or need for special education services. The school strictly adheres to all non-discrimination and anti-harassment laws and does not tolerate acts of harassment.

The following procedure ensures that student/family grievances are addressed fairly by the appropriate people in a timely manner. Independence Classical Charter School has designated several staff members as coordinators of non-discrimination and anti-harassment. The coordinators are responsible for monitoring

and ensuring compliance with all non-discrimination and anti-harassing laws. The coordinators shall document all reports of discrimination or harassment and establish a protocol for recordkeeping.

Step 1: The student and parent(s), custodian(s), or legal guardian(s) should address in writing any concern or grievance to the Principal. The Principal will respond within ten (10) working days. If the concern or grievance is not resolved by the Principal, the parent(s), custodian(s), or legal guardian(s) may request a meeting (via phone or in person) with the Principal to discuss the concern or grievance. The meeting request must be in writing. The Principal shall investigate and respond within ten (10) working days.

Step 2: If the family's concern is not resolved at the meeting with the Principal, the family may file a complaint with the Elizabeth School District Board of Directors.

Non-Discrimination and Title IX/ Section 504 Notice

The school does not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, religion, ancestry, or need for special education services in its programs and activities. Pursuant to Elizabeth School District board policy, Title IX of the Education Amendments of 1972, and Colorado Civil Rights Division.

All employees shall report to the Title IX coordinator at any time the employee has notice of sexual harassment, including allegations of sexual harassment.

The school is committed to a learning environment that is free from sexual harassment. It is a violation of policy for any member of the school staff to harass students or for students to harass other students through conduct or communications (verbal, written, social media, or other electronic means) of a sexual nature or to retaliate against anyone that reports sexual harassment or participates in a harassment investigation.

Sexual harassment defined

Sexual harassment prohibited by Title IX means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30). Pursuant to state law, "harassment" means creating a hostile environment based on an individual's sex.

Reporting, investigation, and sanctions

Students should report all incidents of sexual harassment to a teacher, counselor, or administrator in their school building and file a complaint through the school's complaint process addressing sex-based discrimination. All reports and indications from students, district employees, and third parties must be forwarded to the school's Title IX Coordinator.

The school will initiate and conduct an investigation in accordance with the appropriate procedures addressing sex-based discrimination and sexual harassment. All matters involving sexual harassment reports must remain confidential to the extent possible. Doing so follows applicable law and policy and

does not preclude the school from responding effectively to the harassment or preventing future harassment. Filing a complaint or otherwise reporting sexual harassment will not reflect the individual's academic or employment status, affect grades, or impact team or activity participation.

The school will take appropriate corrective action to make the harassed student whole by restoring lost educational opportunities; preventing harassment from recurring; or preventing retaliation against anyone who reports sexual harassment or participates in a harassment investigation.

All students and employees will receive periodic training related to recognizing and preventing sexual harassment. Employees must receive additional periodic training related to handling reports of sexual harassment. Training materials are available to the public on the school's website.

Retaliation Prohibited

The district prohibits retaliation. It is a violation of this policy to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part. Charging an individual with a code of conduct violation for making a materially false statement in bad faith during a grievance proceeding under this part does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Homeless Policy

The school provides an educational environment that treats all students equally. Every homeless student shall have access to the same free and appropriate educational opportunities as students who are not homeless. Accordingly, the school will enroll each homeless student in the school determined to be in the student's best interest. This commitment to the educational rights of homeless or unaccompanied youth applies to all services, programs, and activities provided or made available. The school shall fully comply with McKinney-Vento Homeless Assistance Act and Elizabeth School District Board policies.

The school shall designate a staff member to be the school liaison for homeless students ("School Liaison"). The school shall display the contact information for the School Liaison in the building. Homeless issue awareness training shall be provided to all staff members. All questions and concerns of the staff members should be referred to the School Liaison.

The School Liaison for Homeless Students shall ensure that the parent or guardian of a homeless student and any unaccompanied youth is:

- Provided assistance in exercising the right to attend the school of his/her choice
- Serviced without being labeled as homeless by school personnel
- Assisted in accessing transportation to the selected school event
- Provide the information in this policy in a manner and form understandable to the parent or guardian and, if necessary, in the native language of the parent or guardian
- Assisted in the Dispute Resolution process as outlined herein

Eligibility

A student may be considered eligible for services as a "Homeless Child" under the McKinney-Vento Homeless Assistance Act if he or she is presently living:

- With other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as “doubling up”)
- In a shelter, temporary shared housing, or transitional living program
- In an emergency or transitional shelters
- In a hotel/motel, campground, or similar situation due to a lack of alternatives
- At a bus or train station, park, car, or abandoned building, public spaces, substandard housing
- In a temporary or transitional foster care placement or awaiting placement
- Abandonment in hospitals
- A primary nighttime residence that is a public or private place not designed for, or ordinarily used as, regular sleeping accommodation for human beings
- Migratory students

Placement

The school shall make school placement determinations based on the student's best interest. To the extent feasible, homeless students are kept in the school of origin unless doing so is contrary to the wishes of the student's parent or guardian or otherwise not in the student's best interest.

To the extent feasible, the school shall comply with a request made by parents regarding school placement regardless of whether the student lives with the homeless parents or is temporarily residing elsewhere.

Immediate Enrollment: Should a dispute arise over eligibility, school selection, or enrollment, the dispute resolution procedures shall be followed as provided herein, and the student shall be immediately enrolled during the pendency of the dispute and all appeals. Proof of residence, birth certificate, immunization records, and other documentation cannot serve as a barrier to enrollment in a school.

Dispute Resolution: The student, parent, or guardian has the right to appeal any school determination of eligibility, school selection, or enrollment. The School Liaison will guide the student, parent, or guardian through the entire dispute resolution process. The School Liaison will assist in both the local and state-level appeals process, if necessary. This includes recording evidence that will be used to write an appeal if a parent, guardian, or unaccompanied youth cannot do so by him or herself and providing access to School materials, such as copiers and fax machines.

Independence Classical Charter School
Application Appendix J
Intent to Submit

On Mon, Jul 15, 2024 at 1:52 PM Lydia Todd <lyd1271@gmail.com> wrote:

Good afternoon members of the Elizabeth Board of Education & Superintendent Dan Snowberger,

Please accept this as our formal "intent to apply" as a charter school within your district as required by your policy LBD-R. As you probably know, the district began to work with ACCEL Schools on the development of a Charter Application last Spring. We are excited to continue this work. We have spent a considerable amount of time networking with Liberty Commons Charter School and working with the developers at Craft Properties in developing a building plan to deliver a quality facility to your community.

It has been communicated to us that the district is willing to consider a delayed timeline of submittal of September 1 as opposed to your required timeline by August 1. We are happy to request that extension. Please let us know if that extension is acceptable and granted. We look forward to delivering you our application that will provide a strongly aligned replication of the successful charter school currently operating in Fort Collins, CO developed by Bob Schaffer. We also are excited to provide a quality facility that your community deserves for your students that will expand as the school grows over time.

Sincerely,

Lydia Todd

Founding Board President



Dan Snowberger
Superintendent of Schools
DSnowberger@esdk12.org

634 S. Elbert Street – PO Box 610
Elizabeth, CO 80107
Phone: 303-646-1838

On Wed, Jul 24, 2024 at 11:49 AM Dan Snowberger <dsnowberger@esdk12.org> wrote:

Thank you Lydia for submitting your Letter of Intent. Our board met last week and has extended the deadline for charter applications this year. We look forward to receiving your application by September 1, 2024.

Dan

Adopted October 13, 2014
 Revised February 13, 2023
 Updated July 22, 2024

Intent to Apply to Become a District Charter School

Instructions: All district charter school applicants must file this intent to apply form with the district at least 30 days before submitting an application to the Board of Education. The intent to apply form may be returned by email to jglazebrook@esdk12.org or mpowell@esdk12.org. This form should also be the first document included in the district charter school application.

Date: August 20, 2024
 Name of proposed district charter school: Independence Classical Charter School
 Name of education management provider (EMP), if applicable: ACEL Schools Colorado, LLC
 Contact person: Ludia Todd
 Mailing address: 5720 Monarch Crest Way
 City: Colorado Springs State: CO Zip: 80924
 Daytime phone: _____ Fax: _____
 E-mail: lydia1271@gmail.com

Please respond to the following:

1. Applicant(s) has/will file an application to charter this school or a substantially similar school with other authorizers: ☐ Yes ☒ No

If yes, please list the other authorizer(s): _____

2. Applicant(s) submitting this form:

☒ is incorporated in Colorado as a nonprofit

☐ has filed application to become a Colorado nonprofit

☐ (state type of entity, if other than above): _____

3. If applicant intends to contract with an EMP, the corporate status of the EMP is:

☐ incorporated in Colorado as a nonprofit

☐ has filed application to become a Colorado nonprofit

☒ (state type of entity, if other than above): LLC

4. The proposed district charter school will be located within the boundaries of the school district in which this intent to apply form is submitted:

☒ Yes ☐ No, the proposed district charter school will be located in _____

Independence Classical Charter School
Application Appendix L
Job Description Samples

Headmaster Job Description

General

The Headmaster is accountable to the Board of Directors as the authority in charge of (1) leadership, (2) educational mentoring, (3) school and staff management, and (4) the finances of the charter school. The Headmaster is employed at-will and is the executive decision-maker for the operation of the school, and is ultimately responsible for the success of the education of the pupils in accordance with the principles established in the charter document and the vision of the Board of Directors. The Headmaster's resources are a faculty of professional teachers and classroom aides, and a small administrative staff. The Headmaster will also take advantage of volunteer staff organized in boards and committees. The following expands on the four main areas of responsibility previously introduced.

Leadership

Leadership consists of communicating and implementing the mission of the school as the team leader, fostering the school charter, and sharing it with faculty, staff, parents, and with the community. For example, the Headmaster is expected to:

- adopt and promote the vision of Board of Directors and principles of charter.
- motivate and unify staff and faculty in a non-threatening environment.
- liaise with stakeholders as the school's advocate.
- mediate communication among Board of Directors, faculty, staff, and parents.
- solicit creative participation and beneficial relationships.
- promote charter schools in general at the state-level through appropriate state-level organizations.
- foster collegiality among staff by cultivating and rewarding individual contribution.

Educational Mentoring

Educational mentoring consists of coaching and supervising the educational environment of the school with particular attention to the implementation of the school's curriculum. For example, the Headmaster is expected to:

- assure that the curriculum and its delivery is academically sound and consistent with the Core Knowledge sequence (K-8) and college preparatory expectations (9-12).
- assure that teaching methods and contents are consistent with school philosophy.
- assure values of a democratic society are taught in appropriate/sanctioned ways.
- assure skills of learning and habits of mind are taught in a manner consistent with the school charter.
- plan for the academic and professional growth of faculty.
- interview for and appoint department heads.
- keep informed of current trends in education.
- act as an educational consultant to the Board of Directors.
- be the guarantor of proficiency testing for the students.

- be involved with students' academic progress.
- support academic awareness among students and families.
- recognize achievement.
- provide coaching and expertise to staff that facilitates effective delivery of the total educational program.

School and Staff Management

School and staff management consists of providing direction to and evaluation of students, faculty, and staff. For example, the Headmaster is expected to:

- manage physical resources.
- oversee, guide and mentor the principals at the elementary and high school campuses.
- recruit and recommend paid staff positions to the Board of Directors.
- evaluate personnel performance.
- facilitate conflict resolution.
- be responsible for abiding by and maintaining compliance with all relevant legal statutes pertaining to school operations.
- be responsible for after-school and extra-curricular activities.
- work closely with parent groups and committees.
- recommend corrective action to address recognized problems.
- initiate and supervise disciplinary procedures.

Finances

To assume a supervisory and directing role for the monetary obligations of the school. The Headmaster is expected to:

- lead the development and implementation of the annual budget.
- authorize extraordinary expenditures.
- oversee and approve employee, service and maintenance contract stipulations through appropriate delegation via the Financial Operations Manager.
- review monthly the ordinary administration of the school and the implementation of the budgets.
- review annually the financial performance of the school.
- oversee and approve all fund-raising efforts.
- supervise Financial Operations Manager.
- perform duties of the Financial Operations Manager if the position is not filled by another individual.

Minimum Job Requirements

- Master's degree in related field or equivalent combination of education and experience.

- Three to five years of classroom teaching experience or applicable professional experience.
- Experience in educational management or administration.
- Experience in developing and implementing organizational budgets.
- Management/supervision experience.

Other Desired Characteristics

- Knowledge of Core Knowledge Curriculum including sequencing and teaching.
- Experience/knowledge of entrepreneurial education systems.
- Experience/knowledge of developing instructional curricula.

Business Manager Job Description

The Business Manager, under the guidelines set forth in our charter, is accountable to the Headmaster as the authority in the areas of:

- Finance
- Building and Grounds
- Non-Academic Personnel
- Legal Compliance of the School

Finance

- Oversee the development and maintenance of a positive financial position for the school.
- Provide all necessary documentation for and oversee successful, on-time completion of audits.
- Work with the Headmaster, BOD, Core Knowledge Charter School Foundation to develop budget and effectively use funds.
- Provide monthly reports on:
 - Budget
 - Grant monies and status
 - Areas of concern in budget, purchasing, facilities, or grants including specific proposals for dealing with these issues
- Develop financial support information for grant applications.
- Liaison in financial matters.
- Responsible for school assets and supplies including procedures for ordering and inventory, and negotiating maintenance contracts for equipment.

Building and Grounds

Oversight responsibility for all physical school facilities including safety, security, maintenance, and relationships with third party contractors to maintain and improve the facility.

- Traffic flow and effectiveness.
- Student safety in building and outside on all school grounds.
- Oversee safety response team and related volunteers.
- Ensure that this process is in place, documented, and periodically tested.
- Communicate with local authorities in regard to safety matters.

Personnel

- Coordinate with Poudre School District and manage school's portion of all non-performance related personnel issues for all school employees including payroll, benefits, hiring paperwork, documentation, etc.
- Maintain faculty and non-academic staff records including interview and hiring paperwork, benefits, evaluations, contracts.

Legal Compliance

Assure school is in compliance with all applicable state, federal, and local laws & regulations; including adherence to charter contract. Stay abreast of changes to applicable laws and regulations, and communicate to Headmaster and Board of Directors how such changes may affect the school.

Minimum Job Requirements

- Bachelor's degree in Business Administration or Finance.
- Management experience in a non-profit educational setting.
- Management experience in facilities and auxiliary departments.

Elementary Principal Job Description

The Principal is accountable to the School's Headmaster, and will assume the role of the Headmaster in his or her absence. The Principal works closely with the Headmaster and other faculty and staff to successfully fulfill the responsibilities that follow.

Leadership

- Maintain academic excellence by promoting the vision of the school.
- Work with the Headmaster and the Board of Directors to achieve school-wide goals.
- Motivate and unify staff and faculty.
- Assist with curriculum decisions.
- Hold weekly staff meetings.
- Assist with professional development opportunities.
- Attend all executive, finance, and administrative meetings.
- Assist with public information nights.
- Head school wide functions (Fall Festival, Winter Carnival, Olympic Day, May Fest).
- Conduct monthly character education assemblies.

Educational Mentoring

- Assure that the curriculum and its delivery is academically sound and consistent with the Core Knowledge sequence.
- Develop yearly accountability report to School District.
- Lead school wide Assessment Data Interpretation and the development of Data driven instructional goals.

School and Staff Management

- Oversee the hiring and retention of staff.
- Monitor staff leave requests.
- Develop and audit safety procedures each year.
- Maintain a school schedule that fosters teaming between teachers.
- Athletic Director for the elementary students.
- Manage facility usage.
- Manage and monitor school wide discipline.
- Observe and evaluate staff.
- Evaluate personnel performance at the end of the year.

Non-Academic Personnel

- Ensure effective performance, communication, and professionalism among all non-academic staff.
- Oversee all non-academic programs.

- Administrative staff.
- Health office.
- Custodial services.
- Lunchroom attendants.
- Playground monitors.
- Before and after school care.

Finances

- Work with Business Manager to coordinate school activities and cost of operations

Character Education

- Develops and oversees implementation of the character education program, which is based on the school's established foundational character traits.

Student Life

- Develops and encourages a positive school culture and school traditions with the help of all faculty, staff, and administration. Develop student connectedness to the school. Ensure student security and safety.

Student Behavior

- Lead school-wide programs and efforts related to managing student behavior including establishing discipline policies. Responsibilities in this area include communication with parents, detention procedures, and dress code compliance.

High School Principal Job Description

Oversee all academic programs 7-12. Curriculum

- Monitor implementation and effectiveness of curriculum in classrooms.
- Confer with teachers on curriculum issues.
- Confer with parents on curriculum issues.
- Advise BOD on curriculum issues.
- Research programs and textbook offerings.
- Work with AAC and other academic committees.
- Oversee teacher professional development.

Classroom Instruction

- Observe classroom instruction; document observations.
- Confer with teachers and provide corrective strategies, as needed.
- Track academic progress in all academic subjects.
- Meet with teachers and parents regarding students' academic performance, as needed.

Assessments

- Analyze test results; create reports for Board and parent community.

Supervision of Teachers

- Make hiring, retention and firing decisions for teachers.
- Manage staff performance improvement.
- Develop and monitor remediation process for teachers, as needed.
- Provide evaluations for teachers.

Staff Meetings

- Lead staff meetings.
- Arrange for outside training services, as needed.

Principal Meetings

- Attend District Principal meetings as needed.
- Attend Charter-School leadership meetings.

District and State Reports

- Write and submit district and state reports in a timely manner.
- Write school accountability plan.
- Complete Assessment Data Interpretation and the development of Data driven Instructional goals.

Communication with Board

- Prepare Principal Report to BOD.
- Advise BOD of relevant issues in timely manner.

Communication with Parents

- Supervise weekly communications with the parent population.
- Maintain mass- and targeted communication with school community.

Development of Policies

- Develop new policies and revisions for BOD as needed.

Salaries and Performance Pay

- Develop compensation adjustments for all LCHS staff for Headmaster approval.

Supervision of non-educator/office Staff

- Make hiring and retention decisions
- Supervise job performance
- Determine areas of responsibility

Budget

- Work with Business Manager, advise BOD of relevant issues in a timely manner.

Set goals

- Identify weaknesses
- Identify strengths
- Manage improvement
- Conduct net assessment

Assist in carrying out expansion plans

- Classrooms
- Gymnasium
- Engineering labs
- Athletic program/facilities

Carry out innovation improvements

- Technology
- Engineering, science equipment, labs
- Establish, expand academic relationships – CSU, Front Range, private sector, etc.
- Foreign-language
- Music program
- Theatre

- Art
- Foster maturity of House System
- Grow and formalize fund-raising strategies
- Expand media exposure including social media

College Counselor/Administrator Job Description

General

The College Planning Counselor/Administrator is accountable to the School's Headmaster and High School Principal. The College Planning Counselor/Administrator works closely with the Headmaster, High School Principal and other faculty and staff to successfully fulfill the responsibilities of a College Planning Counselor and Junior High Athletic Director.

Responsibilities

- Assist all students (returning and new) with registration process and course selection.
- Assure students have proper courses for graduation and college entrance.
- Communicate with parents/guardians in regard to student course deficiencies for graduation and college entrance.
- Assist the administration in the design and implementation of High School information nights.
- Coordinate all college level entrance tests.
- Promote, market, and connect to colleges and universities.
- Assist in development and maintenance of a course catalog and course selection sheet.
- Provide newsletters and other information to parents/guardians and students that relate to testing dates, college visitation dates, deadlines for filing applications, presentations that are held for career speakers and dates of military recruiter visits.
- Maintain a library of catalogs, pamphlets and directories from colleges, technical schools and military academies. This information shall include forms, scholarship information, financial aid information, military services information and occupational briefs.
- Identify and promote appropriate College Fairs.
- Coordinate individual visits from college representatives.
- Initiate contacts with professionals in the community and arrange for students to job shadow.
- Assist outside agencies visiting the school and speaking to groups of interested students. This shall include military, college and technical school representatives and representatives of careers available without post-secondary training.
- Process post-secondary and scholarship applications.
- Write letters of recommendation for students who want to enter post-secondary institutions or are applying for jobs.
- Prepare and process scholarship materials; establish, organize and meet with scholarship committees; make scholarship applications available to students; and guide students through the total process.

- Be responsible for programming meetings with the parents/guardians of seniors to explain financial aid.
- Guide students through the entire college preparation process -- touring prospective colleges; deciding which colleges to apply to; completing and submitting applications by the deadline; registering for SAT and other admissions tests; and securing financial aid, scholarships and other forms of financial assistance,"
- Introduce students to online resources (Naviance).
- Maintain a college planning website for LCHS students and parents.

High School Athletic Director/Administrator Job Description

- Oversee athletic programs
- Maintain records for all student release forms, assuring all participating athletes have a current physical form on file.
- Responsible for the scheduling of all High School athletic events.
- Run a grade report for active athletes each week to determine eligibility, and communicate this information to students, coaches, teachers, and parents.
- Manage the parent carpool, assuring that all parents participating in the carpool have the necessary paperwork on file.
- Manage the bus schedule for games at other schools.
- Attend all home high school athletic events.
- Attend all NCIL Athletic Director meetings.
- Communicate with the Business Manager regarding all coach's stipends and salaries.

Administrative responsibilities

- Provide administrative coverage when the headmaster or principal are not in the building.
- Assist in supervision and coverage of school events.
- Actively participate and serve as a member of the High School administrative team.
- Serve as School Assessment Coordinator for the Upper School.
- Head the creation of the Master Schedule for the Upper School.

Minimum Qualifications

- Bachelor's degree from an accredited college or university and demonstrated teaching experience at the lower, middle or upper school level.
- Possesses the ability to work with adolescents.
- Adheres to the standards of professional ethics and exercises discretion in dealing with confidential information.

Desired Qualification

- Master's degree and/or two years of experience in a college counseling role.
- Demonstrates ability to work independently and with others as a member of a school team.

Subject Specialist

The School's curriculum, and the Thinking Framework within which it is delivered, requires specialization as the students progress through the grades. For this reason, teachers in the upper grades are to have advanced training in their specialty (English, Math, Science, or History/Economics). The typical training of an elementary teacher does not prepare them to deliver the Core Knowledge Sequence, nor the related thinking skills required. (*Section (d) I. A. School Design, page 12**)

1. "The interaction of faculty between lower and higher level classes is fundamental to providing the preparation support, higher order thinking mentoring, and the coherence of the curriculum which builds on itself over time." (*Section (d) I. A. School Design, page 13*)
2. "Upper grade teachers will mentor elementary grade teachers in their areas of specialization. They will help ensure continuity in subject content throughout the curriculum." (*Summary, page 2*)

In order to meet these requirements of our Charter, Upper School Specialists:

- Have primary oversight responsibility for the academic programs of the school in the areas of English, Math, Science, and History/Economics. Report annually to the Headmaster and the BOD about the state of the curriculum and skill development in their area of academic specialty.
- Assist in developing improvements to the K-8 curriculum as directed by the BOD.
- Oversee continuity of subject content and cohesive delivery across all grades.
- Review content and skills assessments and other methods of gathering data to assess student progress in English, Math, Science, and History/Economics. Recommend necessary improvements and changes based on assessment data to staff, Headmaster, or BOD as appropriate.
- Train and mentor teachers in the content of the Specialist's area of academic expertise.
- Suggest opportunities for teaching English, Math, Science, or History/Economics across disciplines such as identifying historical connections in literature, historical roots of math concepts, economic concepts in politics, Latin vocabulary in science, and cooperative projects between teachers in all areas.
- Define the specific critical thinking skills unique to their area of specialization, i.e. the Habits of Mind. References for Habits of Mind in Science, Math and History are included in the Charter (*Section (d) I. B. Philosophy and Approach, Skills, page 16*).
- Train and mentor teachers and suggest methods for teaching skills (which are reading, writing, speaking, listening, calculating, and thinking) (*Section (d) I. A. School Design, page 13*) in accordance with our Charter which requires skill instruction integrated with content. (*Section (d) I. B. Philosophy and Approach, Skills, page 15*).
- Communicate regularly with Headmaster on issues of scientific, historical, mathematical and/or English literacy.

- Communicate regularly and professionally with colleagues.
- Communicate annually, or on an as needed basis, with the BOD on the progress of their mentoring program and advancement of the curriculum in their area of academic expertise.
- Have and continue to seek advanced training annually in order to bring new ideas, programs and curriculum to school at various grade levels. Present annual plan for advancement and training and assesses need for and requests budget for necessary training for self and others.
- Teach content classes for grades 7-9 and follow all criteria for the Teacher job description.
- Develops annual plan for advancement and refinement of Upper School Specialist job including requests for funding and compensation.

Independence Classical Charter School
Application Appendix M
K-8 Curriculum Maps

Kindergarten Curriculum Map

	August/September	October	November	December	January	February	March	April	May
Reading	<i>Three Billy Goats Gruff, Goldilocks and the Three Bears, The Three Little Pigs, The three Blind Mice, Three Little Kittens</i> <i>One Two Buckle My shoe, Jack and Jill, Jack Be Nimble, Jack Sprat, This Little Piggie Went to Market</i>	<i>Little Red Riding Hood, Bremen Town Musicians, The Wolf and the Seven Kids, The Dog and His Shadow</i> <i>London Bridges, There was an Old Woman, Old Mother Hubbard, Mary Had a Little Lamb, Baa Baa Black Sheep, Little Boy Blue, Little Bo Peep</i>	<i>Time to Rise, The Grasshopper and the Ant, The Legend of the Jumping Mouse</i> <i>Hey Diddle Diddle, Diddle Diddle Dumpling, Time to Rise</i>	<i>The Velveteen Rabbit, Excerpts from Winnie the Pooh, King Midas and the Golden Touch</i> <i>Little Jack Horner, Old King Cole, Ride a Cock Horse</i>	<i>The Tug of War, How Many Spots does a Leopard Have?, Lion and the Mouse</i> <i>Starlight, Star Bright, Ring around the Rosey, Little Miss Muffet, The More it Snows, Twinkle Twinkle Little Star</i>	<i>Snow White and the Seven Dwarfs, Aesop's Fables, The Tortoise and the Hare</i> <i>My Nose, Simple Simon, Sing a Song of Sixpence, PataCake, Hot Cross Buns, Hickory Dickory Dock, A Diller a Dollar, Roses are Red</i>	<i>Cinderella, Momotaro Peach Boy,</i> <i>Humpty Dumpty, Georgie Porgie, See Saw Margery Daw, I Don't Mind You Winter Wind</i>	<i>Rain, April Rain Song, Happy Thoughts, Rain Rain Go Away, It's Raining It's Pouring, Rock-a-bye Baby</i> <i>Tommy, There was a little Girl, Mary Mary Quite Contrary, Ladybug, Ladybug</i>	
Phonics	Intensive Phonics; Phonemic Awareness Through Use of Mother Goose Rhymes; Handwriting; Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back	Intensive Phonics, Handwriting, Phonemic Awareness, Riggs Writing Road to Reading Skill map on back
Geography	Foster geographical awareness; Identify and locate the seven continents of the world; Make and use a simple map	Focus on Europe; Maps/Globes; Identify Rivers, Lakes, Mountains; Locate Atlantic & Pacific Oceans	Focus on North America; Locate town, state, country	Focus on Antarctica; Locate North and South Poles (Arctic & Antarctic); Locate Artic and Indian Oceans	Focus on Africa	Focus on South America; Compare Location of North America/South America; Locate equator	Focus on Asia	Focus on Australia; Review equator	Review the Seven Continents of the World; Review oceans; Review north and south poles
History	U.S. Symbols and Figures; American Flag; Pledge of Allegiance, The Bald Eagle	Kings and Queens; Early Exploration; Columbus; Native Americans; Queen Isabella; Nina; Pinta; Santa Maria; New World	Native Americans—Past & Present; Compare four tribes; Pilgrims; Mayflower Plymouth Rock Thanksgiving Day	Colonial towns & townspeople; President—George Washington; Father of our Country; Legend of Cherry Tree; Symbol; Mount Rushmore	President—Thomas Jefferson; Declaration of Independence; Slavery; Democracy; 4th of July; The White House	President—Abraham Lincoln; Humble origins; Honest Abe; Slavery	President—Theodore Roosevelt; Symbol; The Statue of Liberty	President—Current; Review Mount Rushmore and 4 presidents	Review all Symbols and Figures
Math	Match & sort; Numbers 1–10; Order; Graphing	Shapes & Solids; Patterns; Length & Size; Compare objects	Weight; Capacity; Comparing sets; Comparing numbers; More than/less than	Tens and Ones; Number Words 1-10, 11-20; Numbers 1-30	Number Bonds; Addition; Measurement	Subtraction; Count by 2's, 5's	10's Time/Order; Time to the Hour; Calendar—days, months	Money/Economics, Fractions	Review addition and subtraction
Science	Plants and Plant Growth; Trees-Deciduous and Evergreen; Farming	Animals and their Needs	Seasons	Weather	The Human Body: Study of the Five Senses	The Human Body: Health and Nutrition Habits	Magnets	Taking Care of the Earth	Review Plants and Farming
Latin	Teacher/Student Hello/Goodbye Latin alphabet	Domestic Animals Wild Animals	Seasons	Weather	Facial Features	Body Parts	Family Members	Gardening	Review
Sayings	A place for everything...; Do unto others...; Great oaks from little acorns grow.	A dog is a man's best friend; Better safe than sorry	The early bird gets the worm	Practice makes perfect	Look before you leap	Where there's a will there's a way	It's raining cats and dogs	April showers bring May flowers	Review all
Legends & Biographies Foundation Stones	Johnny Appleseed/John Chapman Respect	Responsibility	Citizenship	Cooperation	Self Control	Casey Jones Integrity	Perseverance	The Wright Brothers Wilbur and Orville Review all	George Washington Carver Review all

First-Grade Curriculum Map

	August/September	October	November	December	January	February	March	April	May
Reading / Language Arts	<i>Aesop's Fables, Solomon Grundy, The Golden Rule, Sour Grapes, Wolf in Sheep's Clothing.</i>	<i>Egyptian Cinderella, Jack and the Beanstalk, Pied Piper, Hope, The Purple Cow</i>	<i>Pinnocchio, Puss in Boots, Brer Rabbit, Table Manners, Thanksgiving Day, There's no place like home.</i>	<i>Princess and the Pea, Owl and the Pussycat, The More the Merrier, Hansel and Gretel, An apple a day...</i>	<i>Frog Prince, Tom Thumb stories, The Frog, Let the cat out of the bag, The Knee-High Man, Rapunzel</i>	<i>Rumpelstiltskin, Sleeping Beauty, Sing a Song of People, If at first you don't succeed....Never leave until tomorrow, Paul Revere's Ride</i>	<i>The Boy at the Dike, The House at Pooh Corner, My Shadow, A Good Play, Hit the nail on the head, Washington</i>	<i>Lon Po Po, The Tale of Peter Rabbit, I Know All the Sounds That the Animals Make, A.M. and P.M., The Pasture, The Swing, Practice makes perfect, Why the Owl has Big Eyes.</i>	<i>Medio Pollito, Anansi, It Could Always Be Worse, Wynken, Blynken and Nod, Land of Nod, Fish out of water, Rope Rhyme</i>
Geography	Spatial sense; Geographical terms and features	Tigris and Euphrates Rivers, Africa, Sahara Desert, Nile River.		Mexico, Central America, Andes Mountains.	Europe, Atlantic Ocean	13 Colonies and England		Rocky Mountains, Appalachian Mountains, Mississippi River.	Central America, Yucatan Peninsula, Mexico City, Gulf of Mexico, Rio Grande.
History	Earliest People: Hunters and Nomads	Mesopotamia and Ancient Egypt	History of World Religions	Early American Civilizations	Early Exploration and Settlement of America	Colonies to Independence: The American Revolution; Symbols and Figures		Early Exploration of the American West	Modern Civilization and Culture: Mexico
Math	Numbers 0 to 10; number bonds; addition.	Subtraction; ordinal numbers.	Numbers 0 to 20; shapes.	Length; weight.	Comparing numbers; graphs.	Numbers to 40; multiplication.	Division; halves and quarters.	Time; numbers to 100.	Money; review. Economics Terms
Science	Earth's surface; Inside the Earth	Introduction to the Solar System	The Human Body: Body systems; Germs, diseases, preventing illness		Matter and Properties of Matter	Introduction to Electricity	Living Things and Their Environments: Habitats, Habitat Destruction, Special Classifications of Animals		Oceans and Undersea Life
Science Biographies			Edward Jenner; Louis Pasteur			Thomas Edison	Rachel Carson		
Foundation Stones	Respect	Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Second-Grade Curriculum Map

		August/September	October	November	December	January	February	March	April	May
Reading	Literature	<i>The Blind Men and the Elephant; How the Camel Got His Hump; The Tiger, the Brahman, and the Jackal; The Magic Paintbrush</i>	<i>Prometheus; Pandora's Box; Oedipus and the Sphinx; Theseus and the Minotaur; Daedalus and Icarus; Arachne the Weaver; Swift-Footed Atalanta; Demeter and Persephone; The Labors of Hercules</i>	<i>The Fisherman and His Wife; El Pajaro Cu</i>	<i>A Christmas Carol</i>	<i>Iktomi Stories; Paul Bunyan; Johnny Appleseed; John Henry; Pecos Bill; Casey Jones</i>	<i>Talk Talk; The Emperor's New Clothes</i>	<i>Peter Pan</i>	<i>Charlotte's Web</i>	<i>The Tongue Cut Sparrow; Beauty and the Beast</i>
	Poetry	"Bed in Summer;" "Something Told the Wild Geese"	"Caterpillars;" "Discovery;" "Hurt No Living Thing"	"Who Has Seen the Wind?" "Windy Nights"	Beel I'm Expecting You!" The Night Before Christmas	"Buffalo Dusk;" "There Was an Old Man with a Beard"	"Harriet Tubman;" "Lincoln"	"Rudolf is Tired of the City"	"Smart"	"Seashell"
Language Arts	Sayings	Don't cry over spilled milk; Get a taste of your own medicine	Two heads are better than one	Practice what you preach; Eaten out of house and home	In hot water	Back to the drawing board; Easier said than done	Turn over a new leaf; Get up on the wrong side of the bed	Where there's a will, there's a way; Cold feet; You can't teach an old dog new tricks.	Better late than never; Don't judge a book by its cover	The Real McCoy; Keep Your Fingers Crossed
	Writing	Pre-Writing, Note making, Outlines	Outlines, Writing from notes	Key-word Outlines, Narratives	Summarizing a reference	Key word outlining, writing from notes	Writing from a picture	Key word outlines, Inventive writing	Inventive writing, summarizing from notes	Poetry writing, Key word outlines
History		Early Asian Civilization India, China	Ancient Greek Civilization	American Government: The Constitution, Geography of the Americas	The War of 1812	Westward Expansion	The Civil War	Immigration and Citizenship	Fighting for a Cause	Modern Japanese Civilization
Math		Numbers to 1000, Addition, and Subtraction	Length, Weight, Multiplication, Division	Multiplication and Division	Review and Test First-Semester Concepts	Addition and Subtraction with Re-grouping	Multiplication, Division, Currency	Currency, Fractions	Fractions, Time, Capacity	Graphing, Geometry
Science		Cycles in Nature: Seasonal Cycles	Cycles in Nature: Life Cycles	Cycles in Nature: The Water Cycle	Insects	The Human Body: Cells	The Human Body: Digestive and Excretory Systems	The Human Body: Taking Care of Your Body, A Healthy Diet	Magnetism	Simple Machines
Science Biographies					Anton van Leeuwenhoek		Florence Nightingale	Daniel Hale Williams	Elijah McCoy	
Foundation Stones		Respect	Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Third-Grade Curriculum Map

		August	September	October	November	December	January	February	March	April	May
Reading	Literature	<i>Aladdin and the Wonderful Lamp;</i> <i>Ali Baba</i>	<i>My Father's Dragon;</i> <i>Alexander Graham Bell;</i> <i>Romulus & Remus;</i> <i>Horatius at the Bridge</i>	<i>Androcles and the Lion;</i> <i>Jason & the Golden Fleece</i>	<i>The Cricket in Times Square</i>		<i>John Muir; Three Words of Wisdom;</i> <i>William Tell; River Bank</i>	<i>Open Road; Gone is Gone;</i> <i>Nicolaus Copernicus</i>	<i>Hunting of the Great Bear;</i> <i>Mae Jemison;</i> <i>Little Match Girl</i>	<i>The People Could Fly;</i> <i>Mr. Popper's Penguins</i>	<i>Mr. Popper's Penguins</i>
	Poetry		"By Myself;" "Catch a Little Rhyme;" "For Want of a Nail"	"Jimmy Jet and His TV Set;" "Knoxville, TN"	"Adventures of Isabel"		"Trees;" "Dream Variations"		"The Bee;" "The Crocodile;" "Father William"	"First Thanksgiving of All"	"Eletelephony"
Language Arts	Sayings	Actions speak louder than words	Last straw	When in Rome, do as the Romans do; Rome wasn't built in a day	On its last legs	His bark is worse than his bite; Cold Shoulder; The show must go on	A feather in your cap; Let bygones be bygones	Beat around the bush; Rule the roost	Beggars can't be choosers	Clean bill of health; Touch and go	One rotten apple spoils the whole barrel
	Composition with Structure and Style		Dress-up: quality adjective; Summarizing— <i>Stars</i> paragraph; Dress-up: -ly adverb; Summarizing— <i>Light</i> paragraph	Dress up: strong verb; Summarizing— <i>Augustus Caesar</i> paragraph	Dress-up: because clause Summarizing— <i>Ears</i> paragraph	Dress-up: who/which clause; Writing a letter— <i>River</i> letter	Dress up: www.asia; Summarizing— <i>Ancient Native American Tribes</i> paragraph		Creative Writing— <i>Constellation</i> story	Summarizing— <i>Jamestown</i> paragraph	Research writing— <i>Animal</i> Report
Geography		Spatial Sense; Geographical Terms	Mediterranean Region			Rivers of the World		Location of North American Exploration	Canada	Location of Colonies; Colonial Regions and Resources	
History			Ancient Rome				Native Americans	Vikings; Explorers		Colonial America	
Math		Numbers to 10,000	Numbers to 10,000; Addition / Subtraction	Addition / Subtraction; Multiplication / Division	Multiplication / Division	Multiplication / Division	Multiplication / Division; Data; Length; Money	Money; Fractions	Fractions; Geometry; Area/ Perimeter/Volume	Area / Perimeter / Volume; Time; Weight	Weight; Capacity
Science			Light and Sound		Human body		Ecology	Astronomy			Animal Classification
Foundation Stones			Respect	Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Fourth-Grade Curriculum Map

		August/September	October	November	December	January	February	March	April	May
Reading	Literature	<i>Pollyanna</i>	<i>Robin Hood</i>		<i>Robinson Crusoe</i>	<i>Treasure Island</i>		<i>Gulliver's Travels</i>		<i>The Legend of Sleepy Hollow; Rip Van Winkle</i>
	Reading Skills	Cause & Effect; Compare & Contrast; Story Elements; Predicting; Summarizing; Making Inferences; Sequencing; Identifying main character, setting, & conflict	Elements of a Folktale; Biographies; Main Idea and Details; Drawing Conclusions; Characterization; Dialogue; Fact and Opinion	Clarifying; Point of View; Informative Articles; Author's Point of View; Compare & Contrast; Understanding Dialogue; Making Inferences	Asking Questions; Author's Purpose; Analyzing Motives in Character	Story Elements; Summarizing; Drawing Conclusions; Features of Biographies and Historical Fiction	Adventure Tales; Main Idea and Details; Predicting; Sequencing; Organizing Plot; Information for Effect	Tall Tale; Author's Purpose; Dialogue; Asking Questions; Main Idea and Details	Fact and Opinion; Compare and Contrast; Predicting; Recognizing Features of Informational Text	Analyze Character Traits; Motives and Changes; Judge Consistency of Characters
Language Arts	Grammar	Grammar Launch Review: Parts of Speech, Review Types of Sentences; Review Clauses & Phrases; Dependent & Independent Clauses; Contractions & Interjections	Emphasis on Nouns; common/proper, singular/plural, capitalization, abbreviations, & possessive nouns	Emphasis on Verbs; action verbs, linking verbs, main verbs, helping verbs, verb tenses, regular, & irregular verbs	Continue verbs	Emphasis on Adjectives; articles, demonstrative, comparative, & special forms	Emphasis on Pronouns; subject, object, demonstrative, & possessive pronouns	Emphasis on Adverbs & Prepositions; comparing, good and well, negatives, preposition vs. adverb	Emphasis on Prepositions; prepositions and prepositional phrases, object of prepositions, adverb or preposition	Continue prepositional phrases and classifying parts of speech
	Composition	Note Taking & Outlining: outlining; expository writing; gathering information; adding -ly words	Summarizing Narrative Stories: key point outlining; summary paragraphs; revising & editing; using writing prompts; strong verbs	Summarizing a Reference: focus on details and developing stories & other paragraphs; writing poetry; quality adjectives	Summarizing: friendly letter; begin story writing; descriptive paragraphs; because clauses	Creative Writing with Structure: reviewing writing skills, styles, & purposes	Writing Research Reports: writing a bibliography; listing key points; writing in your own words	Writing from Pictures: gathering information from a variety of sources; writing compound sentences	Formal Essay: writing 3 paragraph essay; writing biographies	Friendly letter; multiple paragraph
Geography		Latitude and Longitude; Atlas skills; Spatial Sense Maps; Highest Mountains and Mountain Ranges	Europe	Middle East		Africa	China		U.S. Colonies	Colorado Geo.
History			Europe in the Middle Ages	Spread of Islam		Ancient Africa	Medieval China	American Revolution	American Revolution	Constitution Presidents & Reformers
		CO History	CO History	CO History	CO History	CO History	CO History	CO History	CO History	CO History
History Related Literature			<i>St. George and the Dragon/ Legends of King Arthur</i>			<i>Fire on the Mountain</i>	<i>The Magic Brocade</i>	<i>Patrick Henry; Paul Revere's Ride; Sojourner Truth</i>		
Economics			Scarcity & Choice Economic Systems Role of Government			Scarcity & Choice; Role of Government; Supply & Demand; Exchange of rates & balance of payments; Barriers to trade	Scarcity & Choice; Supply & Demand; Barriers to trade; Exchange of rates & balance of payment	Role of Government Exchange; money; & interdependence	Role of Government	
Math		Whole Numbers Multiplication and Division of Whole Numbers	Fractions—Adding Fractions Subtracting Fractions; Mixed Numbers Improper Fractions	Fractions continued: fractions of a set	Geometry: angles; parallel & perpendicular lines; quadrilaterals	Geometry continued: triangles; circles; solid figures; & nets	Area & Perimeter: area & perimeter of rectangles; composite figures, irregular shapes, missing values	Symmetry: congruent figures; tiling patterns; types of symmetry Data Analysis; Probability and Measuring and Volume	Decimals: to tenths, hundredths, & thousandths; 4 operations w/ decimals	Decimals: 4 operations w/decimals
Science		Earth and its Changes	Chemistry		Electricity		Human Body		Meteorology	Meteorology
Science Biographies		Alfred Wegener			Michael Faraday Thomas Edison Nikola Tesla		Charles Drew Elizabeth Blackwell			
Foundation Stones		Respect	Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Fifth-Grade Curriculum Map

		August	September	October	November	December	January	February	March	April	May
Reading	Literature	Secret Garden		Don Quixote		Sherlock Holmes	A Midsummer Night's Dream /Tom Sawyer	Tom Sawyer	Frederick Douglass	Little Women/ Native American Legends	
	In addition to the literature in class, students will complete one book report per quarter including Little Britches, Five Children and It, and two other books from the 5th/6th grade Great Books List.										
	Poetry	Introduction to poetry "The Wise Old Owl"	"Jabberwocky" "The Arrow and the Song"	"The Tiger" "Some Opposites"	"A Bird Came Down the Walk" "The Road Not Taken"	"Poison Tree" "The Snow Storm"	"Narcissa" "The Eagle"	"I Hear America Singing" "I, Too"	"Incident" "Barbara Frietchie"	"O Captain! My Captain!" "Battle Hymn of the Republic"	"I Like To See It Lap The Miles" "Casey at the Bat"
Language Arts	Sayings	Various Core Knowledge sayings and phrases will be studied throughout the year									
	Composition with Structure and Style	Note making outlines; Summarizing from Notes		Summarizing Narrative Stories	Research Report Essay	Summarizing a Reference	Writing from Pictures	Formal Critique	Research Report Essay	Research Report Essay: Assign State Report and Project	Creative Writing
	Grammar	Grammar Launch: Parts of Speech, Parts of Sentence, Phrases and Clauses			McDougal Littell; Chapter 10: Capitalization	McDougal Littell; Chapter 11: Punctuation		McDougal Littell; Chapter 1: The Sentence and Its Parts		McDougal Littell; Chapter 2: Nouns	McDougal Littell; Chapter 3: Pronouns
Geography		Spatial Sense/World Lakes/ Longitude and Latitude	Geography of Central and South America	Geography of Spice Trades	Geography of Europe		Geography of Russia and Japan	Early U.S. Geography	U.S. Geography		States and Capitals
History			Meso-Americans	European Exploration and Trade	Renaissance and Reformation	England	Russia/ Feudal Japan	Westward Expansion before Civil War/ Civil War	Civil War	Civil War/ Westward Expansion after Civil War	Native Americans: Cultures and Conflicts
Economics				Young AmeriTowne							
Math		<u>Singapore 5A—Unit 1: Whole Numbers</u>	Unit 1: Whole Numbers; Unit 2: More Calculations With Whole Numbers	Unit 2: More Calculations With Whole Numbers ; Unit 3: Fractions	Unit 3: Fractions; Unit 4: Multiply and Divide Fractions	Unit 5: Perimeter, Area, and Surface Area	<u>Singapore 5B—Unit 6: Ratio; Unit 7: Decimals</u>	Unit 8: Measures & Volume	Unit 9: Percentage	Unit 10: Angles; Unit 11: Average and Rate	Unit 12: Data Analysis; Unit 13: Algebra
Math Facts		Requirements for the end of 5th grade: Addition—30 problems/min (up to 10 + 10), Subtraction—30/min. (20–10), Multiplication—25/min (12 x 12), Division—25/min (144/12)									
Science		Science Skills and Processes	Chemistry: Periodic Table and Elements	Chemistry: Changes; Economics	Economics	Cell Structure and Processes	Classifying Living Things	Non- Vascular vs. Vascular Plants/Photo-synthesis	Plant Structure/ Reproduction	Endocrine System Human Growth & Development	Life Cycle and Animal Reproduction
Foundation Stones		Respect		Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Sixth-Grade Curriculum Map

		August/September	October	November	December	January	February	March	April	May
	Literature	<i>Classical Mythology; The Children's Homer</i>	<i>The Children's Homer; Tales from Shakespeare</i>	<i>Julius Caesar</i>	<i>The Prince and the Pauper</i>	<i>Core Knowledge Poetry</i>	<i>The Scarlet Pimpernel</i>	<i>The Lost Prince</i>	<i>The Hobbit</i>	
Language Arts	Spelling	Lesson 1–4	Lesson 5–8	Lesson 9–11	Lesson 12–14	Lesson 15–17	Lesson 18–20	Lesson 21–23	Lesson 24–26	Lesson 27–31
	Grammar	Grammar Launch—8 parts of speech; 5 parts of a sentence; 3 phrases; 2 clauses	Chapter 1: The Sentence and Its Parts	Chapter 2: Nouns	Chapter 3: Pronouns	Chapter 4: Verbs; Chapter 5: Adjectives	Chapter 6: Prepositions, Conjunctions, and Interjections; Chapter 8: Sentence Structure	Chapter 9: Subject Verb Agreement	Chapter 10: Capitalization	Chapter 11: Punctuation; Ch 7 Verbals
	Composition	Keyword Outline & Stylistic Tech.	Writing from Pictures	Summarizing a Reference	Research Report		Persuasive Essay		Business Letter	
	History	Overview of History & Geography; World Deserts	Judaism and Christianity	Ancient Greece and Rome	Ancient Rome; The Enlightenment	The French Revolution and Romanticism	Industrialism, Capitalism, and Socialism	Independence for Latin America; Immigration	Industrialization and Urbanization in America	Reform in Industrial America
	History Related Literature								<i>Whatever Happened to Justice</i>	
	Economics						Adam Smith; Division of Labor; Laissez-faire; Supply and Demand; Capitalism; Socialism; Karl Marx; Free Market; Inflation; Standard of Living; Strike			Corporation; Investor; Labor Unions; Merchant; Rebate; Trust; Andrew Carnegie; John Rockefeller; Samuel Gompers; American Federation of Labor; Trade; Monopoly; Depression
	Math	Unit 1: Algebra; Unit 2: Fractions and Decimals	Units 2–3: Four Operations of Fractions	Units 3–4: Percentage; Unit 5: Ratio and Proportion	Unit 5: Ratio and Proportion	Unit 6: Rate and Speed; Unit 7: Circles	Unit: 7–8: Volume; Unit 9: Angles	Unit 10: Triangles; Unit 11: Data	Unit 11: Data; Unit 12: Probability	Unit 13: Negative numbers
	Accelerated Math	Unit 1: Algebra; Unit 2: Fractions and Decimals; Unit 3: Four Operations of Fractions	Unit 4: Percentage; Unit 5: Ratio and Proportion; Unit 6: Rate and Speed; Unit 7: Circles	Unit: 8:Volume; Unit 9: Angles	Unit 10: Triangles; Unit 11: Data	Unit 12: Probability; Unit 13: Negative numbers	Pre-Algebra Ch 1: Whole Numbers; Ch 2: Intro to Integers and Algebraic Expressions; Ch 3: Fraction Notation	Pre-Algebra Ch 4: Fraction Notation; Ch 5: Decimal Notation	Pre-Algebra Ch 6: Graphing & Statistics; Ch 10: Polynomials	Final Review and Placement test for Algebra I
	Science	Science Processes	Astronomy	Astronomy & Energy	Energy	Circulatory Review with Immune System & Diseases; Cells	Immune System / Diseases (Cont)	Oceans	Oceans	Plate Tectonics
	Field Trips	Spartan Week		Denver Museum of Nature and Science					Downtown Aquarium	Edora Park
	Foundation Stones	Respect	Responsibility	Citizenship	Cooperation	Self-Control	Integrity	Perseverance	Review All	Review All

Art (K-4) Curriculum Map

		August/September	October	November	December	January	February	March	April	May
K	Core Topic	Elements of Art: Line—Different Kinds of Lines	Elements of Art: Color—Warm and cool; color mixing	Sculpture: Mobiles	Sculpture	African Art: Animals	Children In Art	Monumental Art	Art of Asia and Australia	Elements of Art: Line and Color
	Masterpieces	<i>Purple Robe, Tuning Samisen, People & Dog in the Sun</i>	<i>Blue Atmosphere, La Gourmet</i>	<i>Banjo Lesson, Tuning Samisen</i>			<i>Mother's Helper, Children's Games, Snap the Whip</i>	<i>The Statue of Liberty, Clay sculpture & watercolor wax resist painting</i>	<i>Clay Snake Sculpture & Spiral Line</i>	<i>Garden Art</i>
1	Core Topic	Art from Long Ago	Egyptian Art	Kinds of pictures: Still Life	Kinds of pictures: Portraits	Elements of Art: Line & Shapes—Dif. Kinds of lines, line patterns for dif. Effects	Elements of Art: Shape—Geometric and Organic Shapes	Elements of Art: Color—Secondary color mixing, color wheel,	Elements of Art: Texture—Real & Implied; Animals and their habitats	Kinds of pictures: Murals
	Masterpieces	<i>Cave painting of Running Horses & Mesopotamia</i>	<i>Sphinx, King Tut's symmetry, Nefertiti, pictographs</i>	<i>Van Gogh's Irises & Sunflowers, Cezanne's Apples & Oranges</i>	<i>Mona Lisa, Don Manuel, Van Gogh, Rockwell Triple Portrait</i>		<i>Grant Wood's Stone City, & Parade</i>	<i>Tulips in Holland, Whistler's Mother</i>	<i>Pomo Baskets, Degas Dancer, Durer's Hare</i>	<i>Diego Rivera's murals, La Pinata Ocean Animals & O'Keefe's Shells</i>
2	Core Topic	Early Asian Art: India & China	Art of Ancient Greece	Landscapes Real & Imagined	Elements of Art: Line and movement	Animals Real & Imagined: Abstract Art	Animals Real & Imagined: Abstract Art	Sculpture: Geometric Forms,	Architecture: Parts of a building	Japanese Art & Architecture:
	Masterpieces	<i>Chinese Landscape painting, Flying Horse, The Great Stupa</i>	<i>The Parthenon, The Discus Thrower</i>	<i>The Oxbow, View of Toledo, Virgin Forest, Starry Night</i>	<i>Picasso's Mother & Child</i>	<i>Durer's Hare, Audubon's Birds of America</i>	<i>Cat & Bird, Bull's Head, The Snail, Bird in Space</i>	<i>The Thinker, Flying Horse</i>	<i>Guggenheim Parthenon, Stupa, Himeji Castle</i>	<i>The Great Wave, 36 Views of Mt. Fuji, Himeji Castle</i>
3	Core Topic	Overview of Elements of Art: Light/Value	Ancient Roman Art & Architecture Arches & Domes,	Ancient Roman and Byzantine Art & Architecture	Elements of Art: Space in Artworks; 3D Drawing Draw Squad	Native American Art	Native American Art	Principles of Design Overview; Elements of Art: Light & shadow; 3D spheres Solar System	Principles of Design: Pattern/Balance	Principles of Design: How the Elements of Art work together
	Masterpieces	<i>Ruby Green, Vermeer's Milkmaid</i>	<i>Aqueducts, Pantheon</i>	<i>Hagia Sophia & Mosaics</i>	<i>The Gleaners, Peasant Wedding</i>	<i>Navajo rug weaving</i>	<i>Buffalo Robe, Bear Claw Necklace, Sand painting, Kachina dolls</i>	<i>Mary Cassatt, Munch's The Scream</i>	<i>Early American quilts Irish Chain, Faith Ringgold's Tar Beach, Folk Art</i>	<i>Peaceable Kingdom, Horse Fair</i>
4	Core Topic	Elements of Art & Principles of Design Drawing & Painting	Art of the Middle Ages	Art of the Middle Ages	Islamic Art & Architecture	Art of Africa Sculpture	3D Drawing	Art of China	Art of a New Nation	Art of a New Nation; Drawing and Painting
	Masterpieces		<i>Gothic Architecture, Rose windows</i>	<i>Illuminated Manuscripts, Tapestries,</i>	<i>Calligraphy, Arabesques, Persian Miniatures, Court of the Lions, Taj Mahal</i>	<i>Royal sculptures & masks</i>		<i>Calligraphy, Hand Scrolls Dragon vase</i>	<i>Washington Crossing the Delaware, Paul Revere & Historical Portraits, Monticello & Neoclassical Architecture</i>	<i>Paul Revere & Historical Portraits</i>

Art (5-6) Curriculum Map

		August/September	October	November	December	January	February	March	April	May
5	Theory	Elements of Art Overview	Line & Shape	Form & Value	Texture		Space	Color		
	History		The Renaissance				The Renaissance / 19th Century American Art	19th Century American Art	19th Century American Art / Japanese Art	Japanese Art
	Skills	Observation Drawing	One-Point Perspective		Proportions of the Face			Background/ Middleground/ Foreground Tints & Shades	Printmaking	Origami
6	Theory	Principles of Design Overview	Balance & Emphasis		Contrast, Pattern & Movement			Rhythm & Unity	Color Relationships	
	History		Classical Period	Gothic Period	Baroque Period		Rococo Period	Neoclassical Period	Romantic Period	Realism Movement
	Skills	Observation Drawing	Proportions of the Human Body	Clay (Hand Building)	Value & Portrait Drawing		Patterns	Artist Trading Cards	Illustration	Observation Drawing

Economics Curriculum Map

Grades K-8

Kindergarten	Vocabulary: Trade (the reason Columbus explored), Earn, Cost, Exchange, Dollar sign, Cents sign, Dollar bill, Quarter, Dime, Nickel, Penny. Concepts : Saving money, Purchasing with the correct amount of money(Exchange and tradeoff), Counting money , Money exchanges, Different money in different countries
First Grade	Review money; Economic Terms : Scarcity, Wants and Needs, Goods and Services, Consumers and Producers, Making good decisions.
Second Grade	Goods, Services , Money-Adding and Subtracting, Supply and Demand, Prices, Scarcity and Choice, Earning, Spending, Resources, Opportunity cost and trade off, Role of Profit/Loss, Price Controls, Productivity and Pay, Work and Pay, Competition
Third Grade	Labor Markets, Trade-offs, Markets/Prices, Supply and Demand, Scarcity and Choice, Market Structure, Role of Government in the Economy, Money/Economic Systems
Fourth Grade	Scarcity and Choice, Economic Systems, Role of Government, Supply and Demand, Exchange of rates and Balance of payment, Barriers to trade, Exchange, Money and interdependence
Fifth Grade	<u>Whatever Happened to Penny Candy</u> , Ameritowne , Scarcity, Choice, Opportunity Cost, Tradeoffs, Productivity, Economic Systems, Exchange, Money, Markets and Prices, Supply and Demand, Competition/Market Structure, Inflation/Deflation
Sixth Grade	Adam Smith, Division of Labor, Laissez-faire, Supply and Demand, Capitalism, Socialism, Karl Marx ,Free Market, Inflation, Standard of Living, Strike, Corporations, Investor, Labor Unions, Merchants, Rebate, Trust, Andrew Carnegie, John D. Rockefeller, Samuel Gompers and the American Federation of Labor, Trade, Monopoly Depression
Seventh Grade	Role of economics in World Events/History, International trade, Tariffs, World Economy prior to WWI, Socialism, Capitalism, Communism, Prosperity, Depression, Government intervention, Welfare, Entitlement programs, Government Spending, World Economy pre-post WWII, Costs of military/war and effect on economy, Introduction to the stock market, Reading stock quotes, Stock market crash
Eighth Grade	Colonialism, Imperialism, World trade, World/Domestic economy pre-post Korean War, Income, Employment practices, Economic discrimination, Poverty, Prosperity, World/Domestic economy pre-post Vietnam War, Cold War Economics, Socialism, Free-Enterprise, Intro. Austrian Economics, Communism, Economy of China, Economics in contemporary America and Europe

Latin (4-6) Curriculum Map

Fourth Grade

	August	September	October	November	December	January	February	March	April	May
Grammar—Cambridge Latin Course; Stage 1; Chapter 1–4	Introduction to Latin; Pronunciation; Derivatives; Latin word order; Nouns: nominative singular; Verbs: 3rd person singular present tense		Nouns: nominative & accusative Singular; Latin sentence patterns			Nouns: 1st, 2nd, and 3rd declensions		Verbs: 1st, 2nd, and 3rd person singular, present; tense; Pronouns		
Vocabulary (incl. Conversational Latin)	Chapter 1		Chapter 2			Chapter 3		Chapter 4		
Roman Culture	Pompeii; The Roman Family; Roman Houses		Daily Life; Ancient Geography			Roman Towns; Roman Numerals		The Roman Forum		
Sententiae Latinae	ante meridiem, cave canem, carpe diem, e pluribus, et cetera, festina lente					id est, nota bene, post meridiem, post mortem, post scriptum, tempus fugit				

Fifth Grade

	August	September	October	November	December	January	February	March	April	May
Grammar—Cambridge Latin Course; Stage 1; Chapter 5-8	Review: Derivatives; Nominative & accusative singular nouns Nouns: nominative plural Verbs: present tense			Verbs: imperfect and perfect tenses		Verbs: perfect tense		Nouns: accusative plural		
Vocabulary (incl. Conversational Latin)	Chapter 5			Chapter 6		Chapter 7		Chapter 8		
Roman Culture	Roman Theater			Slaves and Freedmen, Ancient Geography		Roman Burial Customs, Roman Numerals		The Amphitheater and Gladiators		
Sententiae Latinae	ad infinitum, ad nauseam, anno domini, caveat emptor, exempli gratia, per diem					persona non grata, semper fidelis, semper paratus, sic semper tyrannus, SPQR, terra incognita				

Sixth Grade

	August	September	October	November	December	January	February	March	April	May
Grammar— <i>Cambridge Latin Course</i> ; Stage 1; Chapter 7–12	Review: derivatives; present tense verbs Nouns: the case system Verbs: impf. Tense		Nouns: the case system Verbs: perfect tense		Nouns: dative case	Verbs: sum	Nouns: dative case	NLE REVIEW	Consolidation of all grammar	
Vocabulary (incl. Conversational Latin)	Chapter 7		Chapter 8		Chapter 9	Chapter 10	Chapter 11	REVIEW, Roman Numerals	Chapter 12	
Roman Culture	Roman Burial Customs		The Amphitheater and Gladiators, Ancient Geography		Roman Baths, Ancient Geography	Education, Roman Numerals	Local Government, Roman Numerals	REVIEW, Roman Numerals	Eruption of Mt. Vesuvius	
<i>Sententiae Latinae</i>	ante bellum, in absentia, in loco parentis, labor omnia vincit, mea culpa, modus operandi					per annum; per centum; quid pro quo; requiescat in pace; terra firma; veni, vidi, vici				

Library (K-6) Curriculum Map

	August/September	October	November	December	January	February	March	April	May
K	Library Lion, Do You Know Dewey?, Blue Sky, White Stars + Activity, Winnie, The True Story of the Bear Who Inspired Winnie-the-Pooh, The Three Billy Goats Gruff, The True Story of the 3 Little Pigs with "Blow Your House Down" makerspace activity, In class Eagle Project, The Night Gardener, Johnny Appleseed	Little Red Riding Hood, the Bremen Town Musicians, The Wolf and the Seven Kids, Ferdinand, God Bless the Gargoyles, The Story of the Jumping Mouse	The Grasshopper and the Ant, Granny Squannit and the Bad Young Man, Kahasi and the Loon, The First Thanksgiving, various Native American myths (Plains, South West, Inuit)	The Velveteen Rabbit, King Midas and the Golden Touch, Excerpts from Winni-the-Pooh, The Christmas Carol (picture book version)	How Many Spots Does a Leopard Have, The Lion and the Mouse, Tug-of-War, The Goblin and the Empty Chair, various Aesop's Fables, Henry Box Brown w/ Freedom Box craft	Snow White and the Seven Dwarves w/ in class project, Aesop's Fables, the Tortoise and the Hare, Looking at Lincoln, Sukey and the Mermaid	Cinderella of the Nile, various Cinderella versions (French, Caribbean, Spanish, Korean, Egyptian), Momotaro Peach Boy, Humpty Dumpty, Her Right Foot, Fa Mulan	Do You Do a Didgidiradoo? w/ in class project, First Flight: The Story of the Wright Brothers, Wombat Goes Walkabout	Little Red Hen, The Ugly Duckling, Chicken Little, George Washington Carver,
1	Aesop's Fables, Finding Winnie: The True Story of the World's Most Famous Bear, Winnie's Great War, Mik's Mammoth, The Town Mouse and the Country Mouse	Bill and Pete Go Down the Nile, Jack and the Giant Barbeque, Egyptian Cinderella, The Gods and Goddesses of Ancient Egypt, a picture book read aloud for each of the major world religions	Puss in Boots, Pinocchio, Brer Rabbit, Why the Sun and Moon Live in the Sky, History of World Religions: Queen Esther Saves Her People, Gershon's Monster	Princess and the Pea (several versions), Owl and the Pussycat, Hansel and Gretel, The Legend of the Poinsetta	Rapunzel, The Frog Prince, the Frog Prince Continued, The Knee High Man, Tom Thumb Stories	Rumplestiltskin, Sleeping Beauty, Paul Revere's Ride, The Scarlet Stockings Spy, If You Were a Kid in the 13 Colonies, N.C. Wyeth's Pilgrims	The Boy Who Held Back the Sea, Thomas Edison, The Tale of Mr. Jeremy Fisher, George Washington	Peter Rabbit, Lon Po Po, Why the Owl Has Big Eyes, Early Exploration of American West: Easy Work!: An Old Tale	Medio Pollito, Anansi (several different stories), It Could Always Be Worse, Wynken, Blynken and Nod, Land of Nod
2	Dewey Decimal Classification System (DDCS) intro, The Dragon Prince, The Library Fish, The Little Brown Jay, Rama and the Demon King, One Grain of Rice, The Weaving of a Dream: A Chinese Folktale	Ancient Greek Mythology: Medusa, Prometheus, Hades and Persephone, Hercules, Pandora's Box, Theseus and the Minotaur, Icarus, Arachne, Atalanta, Echo and Narcissus	An Inconvenient Alphabet, America the Beautiful, Blue Sky, White Stars, Luba and the Wren (retelling of The Fisherman and His Wife), Uncle Sam and Old Glory	A Christmas Carol in class activity + picture book version, The Twelve Days of Christmas,	Iktomi and the Boulder, John Henry, Westward Expansion: If You Were a Kid in the Wild West, Ride Like the Wind: A Tale of the Pony Express	Minty, Sweet Clara and the Freedom Quilt, Now Let Me Fly: The Story of a Slave Family, So Tall Within: Sojourner Truth's Long Walk Toward Freedom, The People Could Fly: American Black Folktales, Pink and Say, The Case for Loving, Stink Right Up: How Doc and Jim Key Taught the World about Kindness	Immigration and Citizenship: The Keeping Quilt, One Green Apple, The Matchbox Diary, Fiona's Lace, How My Parents Learned to Eat, Angel Child, Dragon Child	The Green Book, The Cart that Carried Martin, The Last Stop on Market Street, Under the Same Sun, The Hero Two Doors Down, In the Year of the Boar and Jackie Robinson, Bloomers!, A Girl Named Rosa	Three Samurai Cats, The Tale of the Mandarin Ducks, Crane Girl, Lily and the Wooden Bowl, The Tale of the Lucky Cat, Beauty and the Beast
3	Dewey Decimal Classification System, Aladdin and the Wonderful Lamp, Ali Baba, various Arabian Nights stories,	Ancient Rome: Romulus and Remus, Rotten Romans, Orpheus and Eurydice, Cupid and Psyche, Pegasus, Medusa, Ceres and Proserpina, Daphne and Apollo, Echo Echo: Reverso Poems about Greek Myths	DDCS Practice, Great Books Author Activities, Human Body nonfiction read alouds--fiction tie in of George Washington's Teeth	DDCS Practice, Native American Legends: Inuits, Ancestral Pueblo Peoples, Hopi, Zuni, Navajo, Powhatan, Cherokee, Seminole (3 weeks total spent on all the Native American tribes)	The Little Match Girl, Out of Wonder: Poems Celebrating Poets, Langston Hughes Poetry: I, Too, The Negro Speaks of Rivers	Viking/Norse Mythology: Loki's Children, The Giant's Bride, Marriage of the Ice Maiden, Odin's Three Quests, How Thor Got His Hammer	William Tell, Hunting of the Great Bear, Mae Jemison, Alice's Adventures in Wonderland, The Walrus and the Carpenter, Astronomy: Stories of the Constellations: Myths and Legends of the Night Sky	The People Could Fly, small unit on Gullah dialect and the Gullah people with Bruh Alligator and Bruh Deer from The People Could Fly, Colonial America: Jamestown, Pochahontas, Pilgrim life, "Dear America" snapshots, Pochahontas: Princess of the New World	Animal Reports, Colonial America Cont., If You were a Kid on the Mayflower
4	DDCS continuation, Colorado History: Famous Coloradans, Colorado Today: Influences from Many Cultures, It Happened in Colorado, Typing Club Introduction	St. George and the Dragon, Young Merlin, Young Guinivere, Young Lancelot, The Sword in the Stone, Beowulf, Robin Hood and the Golden Arrow, Young Arthur, Joan of Arc, Henry II	Little Fox's Secret, Spread of Islam: The Proudest Blue, Saladin and Richard the Lion-Hearted, Muhammed, Malala, A Brave Girl from Pakistan, The Wise Fool: Fables from the Islamic World	Michael Faraday, Great Books Author Activities, The Life and Adventures of Santa Claus by Frank L. Baum	Africa: Fire on the Mountain, Why Mosquitoes Buzz in People's Ears, Why the Sky is Far Away, How the Amazon Queen Fought the Prince of Egypt, Talk, Talk: An Ashanti Legend	China: Weaving of a Dream, Chinese Myths and Fantasies, The Great Wall, China's Bravest Girl: The Legend of Hua Mu Lan, The Gods and Goddesses of Ancient China	Patrick Henry: Give Me Liberty or Give Me Death, Sojourner Truth, George Washington's Socks	George Washington's Socks cont, Heroes of the Revolution, Spies of the Revolution, Come All Ye Brave Soldier: Blacks in the Revolutionary War	The Legend of Sleepy Hollow, Rip Van Winkle, "Ain't I a Woman" speech, Dorothea Dix, Frederick Douglass
5	DDCS continuation, Typing Club, The Secret Garden, "The Wise Old Owl", "The Jabberwocky" + "The Walrus and the Carpenter", Meso-America: Aztecs, Inca, Maya, The Two Mountains: An Aztec Legend	"The Tyger" poem and in class activity, "The Lamb", Christopher Columbus: Encounter, pop-up Sherlock Holmes Book	"A Bird Came Down the Walk" and "The Road Not Taken" in class activities, Renaissance and Reformation: Galileo, Medici Family, Leonardo da Vinci	Golden Age of England: Henry VIII, Mary Queen of Scots, Elizabeth I, Good Queen Bess, Sir Francis Drake, "Poison Tree",	A Shakespeare Story: A Midsummer Night's Dream, Writing From Pictures, Mysterious Tales from Japan: Hoichi the Earless, Bearhead (A Russian folk tale)	Westward Expansion/Civil War: Pink and Say, Black Cowboy, Wild Horses: A True Story, Buffalo Soldiers,	"I Hear America Singing", Frederick Douglass, A Separate Battle: Women and the Civil War, Langston Hughes and "I Too"	"O Captain! My Captain!" and in class activity, Creative Writing, Dandelions, A Right Fine Life: Kit Carson and the Santa Fe Trail, Little Women and Louisa May Alcott spotlight	"I Like to See It Lap the Miles" + in class activity, Native American Legends: Nez Perce, Shoshone, Crow, Sioux, extermination of Buffalo, Where the Buffaloes Begin, Buffalo Woman
6	Classical Mythology: Odysseus, The Trojan War, The Face that Launched One Thousand Ships, Achilles, The Iliad and the Odyssey, Calypso, Writing Topics: Immigration to America, Ellis Island--writing from pictures	Shakespeare Stories: Macbeth, Writing From Pictures: The Mysterious Harris Burdick, Edgar Allan Poe short stories: The Oval Portrait, The Cask of Amontillado	A Shakespeare Story: Julius Caesar, The Ides of March, Ancient Greece and Rome: Pandora's Box, Echo and Narcissus, Hades and Persephone, The Three Sisters of Fate, Theseus and the Minotaur, Andromeda and Perseus, Plato vs. Aristotle	The Prince and the Pauper, The Enlightenment: Isaac Newton, "tabula rasa", Thomas Jefferson and the Declaration of Independence, Alexander Hamilton	The French Revolution: Marie Antoinette, The Sun King, Versailles, The Guillotine, The Scarlet Pimpernel and in class activity, Napoleon, The Count of Monte Cristo	Core Knowledge Poetry: All the World's a Stage, I Wandered Lonely as a Cloud, If, Mother to Son, A narrow fellow in the grass, The Raven, There is no frigate like a book, Woman Work and accompanying in class activities	Latin American Independence Movements Spotlight: Toussaint L'Ouverture (Haiti), Benito Juarez Santa Anna vs. the USA (Mexico), Simon Bolivar	Immigration: Fiona's Lace, Silent Movie (writing from pictures), A Picnic in October, Juvenile Fiction Spotlight on Immigration: Inside Out and Back Again, The Arrival, A Long Walk to Water, The Red Pencil, Her Right Foot, Amina's Voice	The Hobbit: C.S. Lewis and J.R.R. Tolkien and The Inklings w/in class activities, Ida B.H Wells, President Teddy Roosevelt, Booker T. Washington, Susan B. Anthony and Women's Suffrage

Music (K-3) Curriculum Map

		August/September	October	November	December	January	February	March	April	May
K	Elements of Music	Rhythm, Melody	Harmony, Dynamics	Meter, Pitch	Tempo, Harmony	Dynamics	Steady Beat, Form	Timbre	Timbre	Elements Review
	Listening / Understanding	Games & Social Dances	Games & Social Dances	Emotion and Volume - Edvard Grieg: <i>Morning</i>	Tempo - Edvard Grieg: <i>In the Hall of the Mountain King</i>	Instruments -Camille Saint-Saens: <i>Carnival of the Animals</i>	Instruments -Camille Saint-Saens: <i>Carnival of the Animals</i>	Musicals and Marches - Victor Herbert: <i>March of the Toys</i> , Richard Rodgers: <i>March of the Siamese Children</i>	Games & Social Dances	Musical Stories, Games, and Dances
	Songs	<i>BINGO, If You're Happy and You Know It, The Wheels on the Bus, Twinkle Twinkle Little Star, Row Your Boat</i>	<i>Jingle Bells, Kum Ba Ya, Go Tell Aunt Rhody, Do Your Ears Hang Low, Who Stole the Cookie Jar from the Cookie Jar</i>	<i>John Jacob Jingleheimer Schmidt, Hush Little Baby, Eensy Weensy Spider</i>	<i>This Old Man, Old MacDonald Had a Farm, There Was an Old Lady, Head Shoulders Knees Toes</i>	<i>A Ram Sam Sam, Fais Do, Pin Pon, Kookabura</i>	<i>Instrument Recognition</i>	K Program Songs	K Program Songs	<i>London Bridge, Here We Go Round the Mulberry Bush, Go In and Out the Window</i>
1	Elements of Music	Beat, Tempo, Accents	Timbre, Pitch	Rhythm: Echo/ Notation	Dynamics	Melody: Echo/Notation	Harmony	Solfeggio	Improvisation, Scat	Elements Review
	Listening / Understanding	Composers, Mozart: <i>Eine kleine Nachtmusik</i>	Orchestra/Conductor, Instrument Families	Instrument Families (cont), <i>Peter and the Wolf</i> : Prokofiev	Music Tells a Story- Ballet: Tchaikovsky: <i>Nutcracker</i>	Music Tells a Story- Opera: Humperdinck: <i>Hansel & Gretel</i>	Music Tells a Story- Ballet: Tchaikovsky: <i>Sleeping Beauty</i>	Music Tells a Story- Instrumental: Dukas: <i>The Sorcerer's Apprentice</i>	American Music: Origins of Jazz (Louis Armstrong, Duke Ellington)	World Music Tour: Folk Songs/Dances, Instruments and Traditions
	Songs	<i>There's a Hole in the Bucket, She'll Be Comin' Round the Mountain</i>	<i>Dry Bones, On Top of Old Smokey, My Country 'Tis of Thee</i>	<i>Yankee Doodle, Skip to My Lou, Over the River</i>	1/2 Grade Program Songs, Christmas Songs	1/2 Grade Program Songs	<i>Frere Jaques, Make New Friends, Brother Come Dance With Me</i>	<i>For He's a Jolly Good Fellow, Take Me Out to the Ballgame, La Raspa</i>	<i>Michael Row the Boat Ashore, Joshua Fit the Battle of Jericho</i>	<i>When the Saints Go Marching In, Oh Dear, What Can the Matter Be?</i>
2	Elements of Music	Tempo, Rhythm, Notation (review), Downbeat	Pitch, Melody Lines	CM Scale: notes, solfege, middle C	Notation: Staff, Treble Clef	Notation: Notes/Rests	Dynamic/Tempo Changes (review downbeat)	Timbre, Texture	Note/Rhythm Reading	Elements Review
	Listening / Understanding	The Orchestra: Review Instrument Families	Vivaldi Bio- <i>The Four Seasons</i>	String Instruments, Saint-Saens: <i>Carnival of the Animals</i>	Percussion Instruments, Chavez: <i>Toccata for Percussion</i>	Keyboard Music: Mozart, Chopin	Keyboard Music: Mendelssohn, Beethoven	Beethoven Bio: <i>Fur Elise, Pastoral Symphony no. 6</i>	Bach Bio: <i>Minuet in G Major, Jesu, Joy of Man's Desiring</i>	Bach: <i>Toccata and Fugue in D Minor</i>
	Songs	<i>Shoo, Fly (Don't Bother Me), Star Spangled Banner</i>	<i>Old Dan Tucker, The Erie Canal</i>	<i>The Volga Boatman, Do-Re-Mi</i>	1/2 Grade Program Songs, Christmas Songs	1/2 Grade Program Songs	<i>Follow the Drinking Gourd, When Johnny Comes Home (Civil War)</i>	<i>Casey Jones, John Henry (Tell Tales), If You Miss Me</i>	<i>This Land is Your Land, Home on the Range, Jambo Bwana</i>	<i>Swing Low Sweet Chariot, Good Bye Old Paint</i>
3	Elements of Music	Review: Rhythm, Pitch, Tempo, Notation (note names/symbols)	Recorder Intro, Notation: Treble Clef, Form: Verse/Refrain	Recorder, Notation: measures, time signatures, repeat sign, timbre	Recorder, Rhythm: eighth notes, rests	Recorder, Dynamics: symbols	Scales: Solfeggio	Melody, Rhythm, Dynamics	Recorder, Harmony: rounds, consonance/dissonance	Recorder, Beat, Meter
	Listening / Understanding	Rimsy-Korsakov Bio: <i>Scheherazade</i>		Tchaikovsky Bio: <i>Suite from Swan Lake</i>	Brass Instruments, Rossini: <i>William Tell Overture</i>	Brass Instruments, Mozart: <i>Horn Concertos</i>	Woodwind Instruments, Debussy: <i>Prelude to the Afternoon of a Faun</i>	Woodwind Instruments, Gershwin: <i>Rhapsody in Blue</i>	American Music- Aaron Copland: <i>Fanfare for the Common Man, Hoedown, Simple Gifts</i>	Marches- J.P. Sousa: <i>Stars and Stripes Forever</i>
	Songs	<i>America the Beautiful, My Bonnie Lies Over the Ocean</i>	3/4 Grade Program Songs	3/4 Grade Program Songs	Christmas Songs	<i>The Sidewalks of New York (chorus), The Man on the Flying Trapeze (chorus), Simple Gifts</i>	<i>Down in the Valley, He's Got the Whole World, This Little Light of Mine</i>	<i>Lil' Liza Jane, Alouette, Banuwa, Ding Dong Digdigdigdong</i>	<i>Hey Ho, Nobody Home, America the Beautiful, You're a Grand Old Flag</i>	<i>Bicycle Built for Two, In the Good Old Summertime</i>

Music (4-6) Curriculum Map

		August/September	October	November	December	January	February	March	April	May
4	Music Theory	Music Notation: Reading & Writing Music; Elements of Music: Melody, Harmony, Rhythm, Form, Timbre			Musical Instrument Groups: Benjamin Britten's <i>Young Person's Guide to the Orchestra</i>		Intro. To Guitar: Notation & Melody; Chords & Harmony			Theme & Variations: Mozart, Variations on "Ah! vous dirai-je Maman"
	Music History	George Frederick Handel: "Hallelujah Chorus" from The Messiah & Franz Josef Haydn: Symphony No. 94 "Surprise"		Music of the Middle Ages: Gregorian Chant; Elements of Music: Texture		<i>Songs of the US Armed Forces; Vocal Ranges: soprano, alto, tenor, bass</i>				Wolfgang Amadeus Mozart's The Magic Flute
	Core Songs	<i>Auld Lang Syne, The Yellow Rose of Texas, I Love the Mountains</i>	Concert Songs	Concert Songs/Waltzing Matilda	<i>My Grandfather's Clock</i>	<i>Taps</i>	<i>Comin' Through the Rye, Blow the Man Down</i>			<i>Loch Lomond/Review</i>
5	Elements of Music	Melody, Harmony, Rhythm, Form, Dynamics, Timbre, Texture - bucket drumming	Music of the Renaissance		Music from Other Cultures: Ireland, Japan, Israel, Germany	Mendelssohn	Mussorgsky	American Folk Music	African American Spirituals	
	Listening for Understanding	Review: healthy singing techniques	Desprez, Dowland			A Midsummer Night's Dream	Pictures at an Exhibition		Down by the Riverside, Wayfaring Stranger, Sometimes I Feel Like a Motherless Child	
	Core Songs	<i>Dona Nobis Pacem, Battle Hymn</i>	<i>Greensleeves, Dona Nobis Pacem</i>		Danny Boy, Sakura, Havah Nagila, The Happy Wanderer			<i>Git Along Little Dogies, Red River Valley, Shenandoah, Sweet Betsy from Pike, God Bless America</i>		
6	Elements of Music	Music Notation, Healthy Singing Techniques	Musical Instrument Groups	Medieval Music	Music of the Renaissance	Baroque Music: Counterpoint, Fugue, Oratorio	Classical Music The classical symphony, concerto, chamber music	Beethoven: Transition from Classical to Romantic Periods		Romantic Period
	Listening for Understanding			Gregorian Chant, Ars Nova	Desprez, Dowland	Bach: selections from Brandenburg Concertos, selections from The Well-Tempered Clavier, selections from the Cantatas such as BWV 80, BWV 140, or BWV 147; Handel: selections from Water Music, "Hallelujah Chorus" from Messiah	Mozart, Symphony No. 40, Piano Concerto No. 21, Haydn, String Quartet Opus 76 No. 3, "Emperor", Beethoven, Piano Sonata No. 14 ("Moonlight" Sonata)	Piano Sonata #14, Symphony #5, Symphony #9		Franz Schubert, lieder (art songs): Die Forelle ("The Trout"), Gretchen am Spinnrade; Frederic Chopin: "Funeral March" from Piano Sonata No. 2 in B flat minor, "Minute"; Waltz, "Revolutionary" Etude in C minor Robert Schumann, Piano Concerto in A Minor

Physical Education (K-6) Curriculum Map

	August	September	October	November	December	January	February	March	April	May
K	PE Intro: Rules, Routines, Cooperatives	Movement Concepts: Locomotive Patterns, Directions, Spatial Awareness; Hand-eye coordination: Activities with bean bags	Movement Concepts: Levels, Pathways; Skills and Games: Basketball—Dribbling and shooting	Scarf Juggling and volleying with body and paddles	Parachute Activities and seasonal games Jump Rope skills	Intro to Skills: Jumping and Landing; Distance and Height Human body- Terms from CK curriculum	Skills: Rolling, Throwing, and Catching Games Tennis unit	Striking: Pillow Polo; Kicking/ Dribbling	Dribbling with Hands; Olympic Day Prep	Olympic Day Prep.
1	PE Intro: Rules, Routines, Name Games, and Cooperatives	Review: Locomotion and Pathways; Volleying with the body; Underhand tossing/Bowling	Basketball: Dribble, Pass, and Shoot; Small sided Basketball Games	Rolling/Throwing and Catching; Games for Throwing and Catching	Kicking/Dribbling; Human Body Terms	Parachute Activities and seasonal games; Jump Rope skills	Striking with Paddles: Skills/Routine Cup Stacking Relays Tennis unit	Tennis Pillow Polo	Whiffle Jug ball; Skills and Games in Review; Olympic Day Prep	Olympic Day Prep.
2	PE Intro: Rules, Routines, Name Games, and Cooperatives	Review: Locomotion and Pathways; Volleyball Skills and Games: Bump and Serve	Basketball: Dribble, Pass, and Shoot; Small sided Basketball Games	Rolling/Throwing and Catching; Games for Throwing and Catching Speedball	Kicking/Dribbling	Parachute Activities and seasonal games; Jump Rope skills	Striking with Paddles: Skills/Routine; Cup Stacking Relays; Tennis unit; Human body—Terms from CK curriculum	Tennis Pillow Polo; Bowling	Whiffle Jug ball; Skills and Games in Review; Olympic Day Prep	Olympic Day Prep.
3	PE Intro: Rules, Routines, Name Games, and Cooperatives	Volleyball Skills and Games: Bump, Set and Serve	Basketball: Dribble, Pass, and Shoot; Tournament Play Human body- Terms from CK curriculum	Throwing and Catching w/Partner; Games for Throwing and Catching	Soccer: Kicking/Dribbling	Parachute Activities and seasonal games Jump Rope skills	Striking with Paddles: Skills/Routine; Cup Stacking Relays	Pillow Polo Lacrosse	Skills and Games in Review; Olympic Day Prep; Tennis unit	Olympic Day Prep.
4	Introduction, Expectations, Rules, Grading, Name Games & Cooperatives	Fitness Games; Throwing and Catching Games; Punt, Pass, Kick Skills Practice, Games & Testing	Liberty Presidential Fitness Challenge; Soccer—Skills/Games	Soccer Skills/Games; Tennis—Skills and Game Play	Tennis—Skills and Game Play ; Games	Cardio Games; Speed Stacking; Bowling Skills/Scoring/Game Play; Basketball - Skills	Basketball—Skills/ Games; Volleyball—Skills and Games; Jump rope—Skills & Fitness	Intro. to Fitness Concepts/Workouts; Track & Field Intro & Events Practice	Track & Field Testing—In-School Meet With Qualification For City Track Meet; Floor Hockey—Skills and Games	City Track Meet; Crazy Kickball; Olympic Day Prep; Games
5	Introduction, Expectations, Rules, Grading & Cooperatives	Fitness Games; Throwing and Catching Games; Punt, Pass, Kick Skills Practice, Games & Testing	Liberty Presidential Fitness Challenge; Soccer—Skills/Games	Soccer Skills/Games; Tennis—Skills and Game Play	Tennis—Skills and Game Play ; Games	Cardio Games; Lacrosse—Skills/Games; Basketball - Skills	Basketball Games; Volleyball—Skills and Games	Volleyball—Skills and Games; Track & Field—Intro & Events Practice; Track & Field—Fitness Workouts	Track & Field Testing—In-School Meet With Qualification For City Track Meet; Floor Hockey —Skills and Tourney	City Track Meet; Crazy Kickball; Olympic Day Prep; Speed Stacking Games
6	Introduction, Expectations, Rules, Grading & Cooperatives	Fitness Games; Throwing and Catching Games; Punt, Pass, Kick Skills Practice, Games & Testing	Liberty Presidential Fitness Challenge; Soccer—Skills/Games/Tournament	Soccer Skills/Games; Tennis—Skills and Game Play	Tennis—Skills and Game Play ; Games	Cardio Games; Team Handball—Skills & Tourney; Basketball—Skills	Basketball Tourney; Volleyball—Skills, Games and Tourney	Volleyball—Tourney; Speedball—Tourney; Baseball/Softball—Skills & Tourney	Track & Field—Events Practice and Events Selection; Track & Field—"Meet"	Floor Hockey—Skills & Tourney; Ultimate Frisbee—Game Play; Olympic Day Prep; Games

Seventh Grade History Curriculum
Map

August/ September	America Becomes a World Power; The Spanish-American War; U.S. Expansion and Imperialism; Teddy Roosevelt and the Roosevelt Corollary
October	Tour of Europe; Western and Central European Geography; World War I; Nationalism, Italy, Germany, British Empire; Alliances; Eastern/Western Fronts
November	Cont. World War I; Major Battles; Armistice; Treaty of Versailles; President Wilson's Fourteen Points; Russian Revolution Introduction
December	Russian Revolution; Geography of Russia; Historical and Economic Background of Revolution; Creation of the Soviet Union
January	America from the 1920s to the New Deal; Politics, Economics and Culture of the 1920s in America; The Stock Market Crash
February	The Great Depression; Roosevelt and the New Deal; Politics, Economics and Culture of the 1930s
March	World War II; The Rise of Totalitarianism in Europe; World War II in Europe and at Home, 1939-45
April	Cont. World War in Europe and at Home, 1939-45; World War II in the Pacific, and the End of the War
May	Geography of the United States; Physical Features; Political, Economic and Social Features, Cities and Population

7th GRADE SCIENCE COURSE

August/September	*review scientific method *Introduction to Chemistry
October	*Development of chemical knowledge: Democritus, Lavoisier, Dalton, Mendeleev, Bohr *Atomic Structure/Models of atoms *Periodic Table of Elements *Mixtures and Compounds *States of Matter *Chemical and physical changes
November	*Chemical bonds * Writing names and formulas of compounds *Chemical reactions
December	*Energy in Chemical Reactions *Acids and Bases *Catalysts
January	*Review cells and cell structures *Cell division: mitosis and meiosis *Asexual vs. Sexual Reproduction
February	Genetics: *gene-chromosome connection *Gregor Mendel *Punnett Squares *Human Inheritance
March	*Structure of DNA *Genetic Engineering *Modern researchers in genetics
April/May	History of the Earth and Life Forms *Paleontology *Geologic Time: Eras and Periods, and the organisms existing at those times *Evolution *Natural Selection *Extinction and Speciation

Textbooks used:

Prentice Hall Science Explorer: Chemical Building Blocks c. 2009

Prentice Hall Science Explorer: Chemical Interactions c. 2009

Prentice Hall Science Explorer: Cells and Heredity c. 2009

8th Grade History

Curriculum map

Month	Topics	Chapters
August/September	The Decline of European Colonialism ; Breakup of the British Empire; Irish free state; Geography of South Asia; India; Creation of People's Republic of China	"World History—Continuity and Change" chapters 24 and 27
October	Origins of the Cold War ; Korean War; America's involvement in the Cold War; IKE and JFK	"America—Pathways to the Present" chapters 19-20
November	Cont. Cold War; Civil Rights Movement ; Segregation; Desegregation	"America—Pathways to the Present" chapter 21
December	Cont. Civil Rights Movement; LBJ and the Civil Rights Movement; Assassinations of MLK, RFK, JFK	"America—Pathways to the Present" chapter 21 and 22.
January	The Vietnam War and the Rise of Social Activism ; The Vietnam War; Social and Environmental Activism	"America—Pathways to the Present" chapter 23 and 2
February	The Middle East and Oil Politics ; History; Geography of the Middle East	"World History—Continuity and Change" chapter 28
March	Civics: the Constitution--Principles and Structure of American Democracy ; End of the Cold War: Expansion of Democracy and Continuing Challenges ;	"America—Pathways to the Present" chapter 2 "America—Pathways to the Present" chapter 25
April/May	American policy of Détente; Breakup of the USSR; China under Communism; contemporary Europe; The End of Apartheid in South Africa; Geography of Canada and Mexico	"America—Pathways to the Present" chapter 25-27

8th Grade Science CURRICULUM MAP

Month

Unit Topics

August/September

Review scientific method and metric system

Motion

- Speed, velocity, and acceleration
- Newton's Laws of Motion

Forces

- Measuring force
- Balanced and unbalanced forces

October/November

Density and Buoyancy

- Calculate density of various substances
- Determine buoyant forces

Work, Energy, and Power

- Power, Work, Force, and Distance
- Kinetic and Potential energy
- Simple machines

January

Electricity

- Electrical safety
- Static electricity
- Flowing electricity

/January

Magnetism and Electricity

- Earth's magnetism
- Connection between electricity and magnetism

February

Electromagnetic Radiation and Light

- Waves and electromagnetic radiation
- The electromagnetic spectrum, light and colors
- Refraction and reflection

March/April

Sound Waves

- General properties of waves
- Frequency and amplitude

April/May

Chemistry of Food and Respiration

- Food energy and the sun
- Photosynthesis in plants
- Respiration in animals
- Human nutrition and respiration
- Human health

Independence Classical Charter School

Application Appendix N

Letters of Support



2745 Minnesota Drive, Fort Collins, Colorado 80525
(970) 672-5506 | hsinfo@libertycommon.org

30 August 2024

Elizabeth School District
Board of Education
634 S. Elbert Street
Elizabeth, CO 80107

Dear Members of the Board:

Please accept this letter as my formal statement of support for Independence Classical Charter School's charter application and proposal for district authorization. The proposal set forth by the school's founding Board follows a knowledge-based model, offering a traditional, classical, liberal-arts Core Knowledge Sequence curriculum promising students not only strong academic rigor, but a deep appreciation and understanding of American culture and heritage.

Independence Classical is modeled after Liberty Common School which I serve as Headmaster. If authorized, Independence Classical will join us in a crucial mission of extending excellence and fairness for Colorado schoolchildren through a strategy of inclusiveness providing access to a broad cross-section of the community such that students from all backgrounds can benefit from the school's educational offering.

As a longtime public-school advocate, including public service as Chairman of the Colorado State Board of Education and a Member of the U.S. Congress representing Elbert County, I know the importance of holding high educational ambition for a community. Replicating proven and successful school models is a prudent strategy. In these important ways, Independence Classical's proposal is aligned, solid, and exciting.

This new school will add to the many quality options parents have when choosing a school for their children in Elbert County and in the Elizabeth School District in particular. I encourage your support of the proposed Independence Classical charter school.

Very truly yours,



Bob Schaffer

Headmaster, Liberty Common High School



Chairman, Colorado State Board of Education (2006 – 2013)

Member of Congress from Colorado (1997 – 2003)

Colorado State Senator (1987-1997)

Andy Franko

12425 Black Hills Drive
Peyton, CO 80831
afranko@mingaeducation.com
719-313-7825
8/20/2024

Elizabeth School District Board of Education

634 S. Elbert Street
Elizabeth, CO 80107

Dear Members of the Elizabeth School District Board of Education,

I am writing to you today to express my support and commendation for Accel Schools. I have direct experience with Accel Schools as the Education Management Organization (EMO) for Banning Lewis Academy, a K-12 charter school located in Colorado Springs. Over the past several years, Accel Schools has demonstrated exceptional leadership and expertise in both the academic and operational management of the school. Their contribution has been instrumental in the successful expansion of Banning Lewis Academy's physical and academic presence, growing from a K-8 to a full K-12 institution.

Accel Schools led the facility expansion process with strategic planning and precision, ensuring that the transition to a K-12 model was seamless and that the new facilities met the needs of the growing student body. This expansion not only provided the necessary infrastructure but also included enhancements in technology and learning environments, which have had a positive impact on student outcomes.

In addition to their role in expanding the school's physical footprint, Accel Schools consistently provides high-quality services in key operational areas. Their expertise in human resources ensures that Banning Lewis Academy attracts and retains highly qualified educators and staff members who are dedicated to student success. Accel's management of financial operations has been prudent and transparent, ensuring the school's financial health while allowing for continued investment in educational resources and facilities.

Moreover, Accel Schools is effective in integrating technology into the school's curriculum and operations, enhancing the learning experience for students and improving administrative efficiency. Their procurement processes have ensured that the school receives high-quality materials and services at competitive prices, further demonstrating their commitment to fiscal responsibility.

Accel Schools has also excelled in providing board support, offering guidance and resources to the school's governing body, which has been essential in making informed decisions that align with the school's mission and goals. Their efforts in community engagement have fostered a

strong connection between Banning Lewis Academy and the surrounding community, creating a supportive environment for students and their families.

Overall, Accel Schools has proven to be a valuable partner in the growth and success of Banning Lewis Academy. Their comprehensive approach to education management, combined with their commitment to excellence in all areas of school operations, has positioned Banning Lewis Academy as a model of quality education in Colorado Springs.

Thank you for considering my input on the outstanding performance of Accel Schools as an Education Management Organization. I strongly encourage the continued partnership with Accel Schools to ensure the ongoing success and development of Banning Lewis Academy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Franko', written in a cursive style.

Andy Franko
Choice Education Advocate

Independence Classical Charter School
Application Appendix O
Literacy Essentials (Successor to Riggs)
Research Basis

RIGGS RESEARCH BASIS

SUPPORT FOR RIGGS

(Adapted from Pineapple Cove Classical Academy)

Riggs' *The Writing & Spelling Road to Reading & Thinking* is a research-based method teaching all students the “explicit” phonics, reading, and language arts they must learn to succeed. Scientific research demonstrates “explicit” phonics instruction benefits children in the following four ways.

Explicit phonics:

1. Significantly improves kindergarten and first-grade children’s word recognition and spelling;
2. Significantly improves children’s reading comprehension;
3. Is effective for children from various social and economic levels; and
4. Is particularly beneficial for children who are having difficulty learning to read and who are at risk for developing future reading problems. (Source: *Put Reading First: The Research Building Blocks for Teaching Children to Read*, National Institute for Literacy, Third Edition)

The Riggs time-tested method will provide both a strong foundation for students who demonstrate academic progress, and an effective remedial program for pre-existing academic problems we anticipate many of our students have. Riggs is a multi-sensory, brain-based approach that addresses virtually every student’s learning style through four pathways to the brain: sight, sound, voice, and writing. Students **see** the symbol(s) and **hear** the teacher say the sound(s); they repeat or **say** the sound(s) and **write** the symbol(s) from dictated, oral instructions.

Thus, the teacher teaches through each student’s stronger learning modality (or modalities) while, simultaneously, remediating their weaker ones. This process accelerates the learning process, avoids discrimination against any student’s individual learning style, and provides an optimal learning opportunity for each student.

Another key feature of the Riggs method is its use of appropriate sequencing. Riggs begins at the student’s speech and oral comprehension levels; it allows students to build one skill upon another, always moving from the known to the unknown. Students are presented with a limited number of concepts — or information — in a given period of time. They then practice these concepts in a variety of ways until mastery is achieved.

At no other time in our history has the ability to read been so important to all members of society. In fact, learning to read is the most important skill our students can learn in school, serving as the very foundation of all other academic subjects. Consider the following statistics noted by Brozo (2009): approximately two-thirds of eighth and twelfth graders read below grade level; 32% of high school graduates are not prepared for college-level English composition

courses; 40% of high school graduates do not have the literacy skills required by employers; and 1.2 million students drop out of high school every year with literacy skills lower than those in most industrialized nations¹. Ensuring adolescents become literate, productive members of society is an undertaking that may not only increase the number of students who graduate from high school, succeed in college, and work in jobs that support a healthy lifestyle, but may also save the nation billions of dollars.

Research has shown that primary reading instruction (K-3) is vitally important to future successes in the area of reading. However, good research-based practices shows that reading instruction must continue after the primary grades as text and content increase in difficulty. The understanding that all teachers are reading teachers is vital to student success. The Riggs Reading program equips students with the explicit basic skills they need at the elementary level to be able to succeed at the middle and high school level.

When academic literacy skills are taught, explicit instruction should be provided. Explicit instruction involves direct teaching including teacher modeling, guided student practice with feedback, and independent student practice (Hock, Deshler, & Schumaker, 2000²; Marchand-Martella & Martella, 2013³; National Institute for Literacy [NIFL], 2007⁴). Biancarosa and Snow (2006)⁵ and Kosanovich et al. (2010)⁶ list explicit instruction as the chief way to promote student learning. This systematic instructional process provides a framework for the gradual transfer of responsibility for student learning from the teacher to the student as the student becomes increasingly successful (Marchand-Martella & Martella, 2013). Each step of comprehension (i.e. strategies, monitoring and metacognition, teacher modeling, scaffolding, and apprenticeship) requires the use of explicit instruction by teachers in order to be successfully implemented by readers (Biancarosa & Snow, 2006). The key to explicit instruction is ongoing interaction and communication between the students and the teacher (Rupley, Blair, & Nichols, 2009)⁷. Only then can students learn to comprehend, understand, and interact with written text.

Research almost universally supports explicit instructional practices (Archer & Hughes, 2011; Kirschner, Sweller, & Clark, 2006; Klahr & Nigam, 2004; Marchand-Martella, Slocum, & Martella, 2004). Explicit instructional approaches are considered more effective and efficient as compared to discovery-based approaches (Alfieri, Brooks, Aldrich, & Tenenbaum, 2010; Ryder, Tunmer, & Greaney, 2008), particularly when students are naive or struggling learners.

¹ Brozo, W. G. (2009). "Response to intervention or responsive instruction? Challenges and possibilities of response to intervention for adolescent literacy". *Journal of Adolescent Literacy*, 53, 277-281.

² Hock, M. F., Deshler, D. D., & Schumaker, J. B. (2000). *Strategic tutoring*. Lawrence, KS: Edge Enterprises.

³ Marchand-Martella, N. E., & Martella, R. C. (2013). "Explicit instruction". In W. L. Heward (Ed.), *Exceptional children* (10th ed.) (pp. 166-168). Columbus, OH: Pearson/Merrill.

⁴ National Institute of Child Health and Human Development (NICHD). (2000). Report of the National Reading Panel. *Teaching children to read: An evidence-based assessment of the scientific research literature on reading and its implications for reading instruction: Reports of the subgroups* (NIH Publication No. 00-4754).

⁵ Biancarosa, C., & Snow, C. E. (2006). *Reading next: A vision for action and research in middle and high school literacy*. A report to Carnegie Corporation of New York (2nd ed.). Washington, DC: Alliance for Excellent Education.

⁶ Kosanovich, M. L., Reed, D. K., & Miller, D. H. (2010). Bringing literacy strategies into content instruction: Professional learning for secondary-level teachers. Portsmouth, NH: RMC Research Corporation, Center on Instruction.

⁷ Rupley, W., Blair, T., & Nichols, W. (2009). "Effective reading instruction for struggling readers: The role of direct/explicit teaching". *Reading and Writing Quarterly*, 25, 125-138.

The Riggs program integrates and sequences all of the language arts strands including correct spelling (it is easier to organize using the written spelling patterns), reading, composition, grammar, syntax, listening, speaking, and legible handwriting. This method teaches an explicit phonics; 55 of the 71 phonograms are taught first without pictures or key words, through direct instruction using multiple (sight, sound, voice, writing) pathways for sound to symbol mapping of a student's functioning (listening and speaking) vocabulary to book print. The teacher engages all students in choral responses and Socratic instruction techniques.

Once the students master the beginning strokes for the initial eight phonograms for preventing letter reversals, and legible formation of all the sounds of the first 55 phonograms, they start their personal notebook. This expedites building on their basic functional vocabulary to increasingly complex words. Finally, all 71 phonograms are mastered and creative expression through writing completes this neurolinguistic journey into good literature and expressive essay composition.

The term explicit phonics refers, in this case, to the fact that well-intentioned but distracting information (names of letters, pictures, and key words) is not included in the finely sequenced process of teaching the sounds which are represented on paper by a phonogram (phono=sound + gram=written). The term multi-sensory calls attention to the fact that the teachers reach optimal results when they are able to access all, and each, of the four main neurological pathways to the brain: seeing, hearing, speaking, and writing. Socratic instruction is the approach wherein students are led by a series of teacher questions and the whole class benefits from the ongoing dialogue and discovery. Direct instruction entails the interaction of teacher to student and not the intermediary of a worksheet or workbook exercise. Phonemic awareness is the recognition of the sounds represented by written and printed letters, and combinations of letters. Graphemic awareness is the correct written spelling patterns that make up the full range of words in English speech; students' speaking and listening vocabulary is being mapped to book print.

Riggs puts great emphasis on word study and fluency early on as deficits in word study negatively impact students' comprehension, vocabulary, and fluency (NIFL, 2007). Once achievement in word study has been achieved, instruction is augmented to finely integrate grammar and syntax, creative and organizational composition skills, and vocabulary development, which points out the relevance to that which the student already knows. Roots, prefixes, suffixes, homophones and homographs, antonyms, synonyms and graphic organizers to provide for a high-expectation, skills-based, complete language arts method designed to accompany any the vocabulary-rich literature of the Core Knowledge curriculum.

FURTHER SUPPORT FOR RIGGS

Riggs is far more than a phonics program. For reading, Riggs students also learn syllabication, oral vocabulary, and comprehension. For composition, students learn spelling, cursive writing, creative writing, spacing, margins, listening skills, orthography rules, vocabulary, grammar, syntax, punctuation, and capitalization. It also uses direct and Socratic instructional techniques to augment the instruction to integrate grammar and syntax, creative and organizational composition skills and vocabulary development. Riggs uses a complete and comprehensive method to teach language arts skills, including roots, prefixes, suffixes, homophones and homographs, antonyms, synonyms and graphic organizers. In addition, Riggs recommends vocabulary-rich literature, such as the classics, to reinforce high expectations and a sense of accomplishment.

Riggs also provides for the use of McCall-Crabbs Standard Tests, given each week. These tests are designed to be given in a short amount of time and can be scored quickly. They can be used for assessing comprehension as well as fluency in grades K-12. The nature of Riggs is that it can be used as an intervention tool at all grade levels, reinforcing concepts or re-teaching if necessary. Where students are missing basic skills, Riggs provides assessments for discovering those gaps and creates strategies for remediation that can be utilized at all grade levels, K-12.

With Riggs, teachers support all students by teaching through their stronger learning styles while at the same time remediating any weaker modalities. Riggs fully integrates listening, speaking, initial letter formation and cursive handwriting, spelling, creative and organizational composition skills, reading, comprehension, vocabulary development, and analytical and inferential thinking. Riggs includes cognitive developmental sub-skills critical to prevent or correct most learning disorders and provides for acceleration in the learning process. The program's use of the Socratic Method is an instructional process where teachers present concepts through questioning rather than exclusively telling. Riggs provides multiple resources designed for assisting in differentiation and closing learning gaps for all students. The teacher guides provide clear outlines and assessment tools which allow for great clarity as easy implementation.

Riggs' brain-based approach and multi-sensory instruction addresses all learning styles. It has been used with success in classical charter schools as well as in inner city schools with students of varied ethnic and socioeconomic backgrounds. Riggs teaches strands in the following areas:

- Explicit Phonics with dictated Initial Letter Formation
- The Alphabetic Principle
- Phonemic and Graphemic Awareness
- Correct Spelling with 47 Rules
- Fluent Oral and Silent Reading
- Oral and Print Comprehension
- Vocabulary
- Pronunciation and Speech
- Creative and Organizational composition
- Grammar/Syntax/Punctuation/Capitalization
- Analytical and Inferential Thinking
- Auditory/Visual/Verbal/Motor Cognitive Development:
 - Attention
 - Discrimination
 - Association
 - Memory

While Riggs provides a strong foundation for students who exhibit academic progress, it is also an effective remedial program for students with academic challenges because students presenting academic difficulty need programs that address remediation directly and target specific deficiencies. ELL students will also benefit, because Riggs provides limited phonics concepts at a given time and is practiced until students achieve mastery, which is arguably one of the best forms of remediation.

Although Riggs is a fully-equipped ELA program, state assessments and state and national standards stress the importance of critical thinking, including application, analysis, synthesis, and evaluation of information. Riggs program is helpful in developing these skills in students. The Riggs program, coupled with the English/Language Arts component of Core Knowledge, offers teachers the opportunity to lead Socratic discussions of texts and to model and teach the skills necessary for these important developmental thinking skills. Riggs develops fluent readers with exemplary decoding skills due to the strong nature of its phonics foundation and the strength of the vocabulary instruction. Research shows that of the five components of reading (fluency, vocabulary, phonemic awareness, phonics, and comprehension), strength in the areas of phonics, phonemic awareness and vocabulary directly correlate to strong skills in fluency and comprehension.

Support for Singapore Math

SINGAPORE MATH

Singapore Math¹ is a program that presents mathematical skill building and problem solving from a conceptual viewpoint. It saves instructional time by focusing on mastery of essential math skills, not on re-teaching skills that should have been mastered in prior grades. The program's detailed instruction, questions, problem solving, and visual and hands-on aids ensure that students master the material. Ideally, students do not move on until they have thoroughly learned a topic. Singapore textbooks are designed to build a deeper understanding of mathematical concepts as opposed to just memorizing algorithms and formulas. The focus on number sense, geometry, spatial relationships and measurement in the early grades align with the Colorado Academic Standards.² Additionally, the coherence of the strategies used build from one idea to the next and is carried throughout all grade levels, giving students the tools needed for confidence in mathematical concepts.

Singapore Math's placement tests facilitate ability grouping for optimal student success. In Singapore math, each element of the system — the framework, a common set of national standards, texts, tests, and teacher preparation programs — is carefully aligned to clear and common goals.

Singapore textbooks are designed to build a deeper understanding of mathematical concepts as opposed to just memorizing definitions and formulas. Singapore Math's placement tests facilitate ability-grouping for optimal student success. Mathematically competent students will be able to study in higher level classes that challenge their math strengths, while students who need more time to master skills and understand concepts will receive time and assistance at the skill level best-suited for their success. Singapore Math's student-friendly, straight-forward presentation of essential concepts enables students who lack adequate reading skills — such as English Language Learners — to readily acquire necessary math skills.

¹ <http://www.singaporemath.com/>

² <http://www.corestandards.org/the-standards/mathematics>

Independence Classical Charter School
Application Appendix P
Services Agreement with ESP

PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY.

THIS DRAFT MANAGEMENT AGREEMENT IS INTENDED FOR DISCUSSION PURPOSES ONLY. CIRCULATION OF THIS DRAFT SHALL NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL PARTIES SHALL HAVE EXECUTED A DEFINITIVE WRITTEN AGREEMENT, IN WHICH AGREEMENT ACCEL MAY REQUIRE TERMS DIFFERENT FROM AND/OR ADDITIONAL TO THOSE SET FORTH HEREIN.

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into as of _____, 2024 (“**Effective Date**”) by and between Accel Schools Colorado LLC, a Delaware limited liability company (“**Manager**”), and Independence Classical Charter School (the “**School**”), a Colorado non-profit corporation and charter school.

RECITALS

Whereas, the School is organized as a nonprofit corporation under the laws of the state of Colorado (the “**State**”) (as such provision may be amended from time to time) and the School has entered into a Charter Contract (as may be amended, the “**Charter Contract**”) with the Elizabeth School District (the “**Authorizer**”) pursuant to which the School is authorized to operate a public charter school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive classical educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

**ARTICLE I.
EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND
TECHNOLOGY SERVICES**

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):

- (i) Curriculum. Implementation of educational programs designed to achieve the goals set forth in the Charter Contract (the “**Educational Program**”).
- (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School (“**HOS**”) and the rest of the School’s leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
- (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. The ELL program supports a variety of first languages.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education (“FAPE”) in the least restrictive environment (“LRE”). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student’s IEP. Manager will provide a comprehensive program using alternative curriculum for qualified students. Related services (for example, occupational or physical therapy or counseling) will be provided face-to-face via computer, in homes, at community sites, and/or in therapist offices, depending on the needs of each individual student and as provided in the student’s IEP.
- (vii) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing.

Advanced Placement courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.

- (viii) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
 - (b) Additional Educational Services. Any other services required under federal or state law, under the Charter Contract and/or by the Colorado Department of Education (the "CDE") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, goals, curriculum, methods of pupil assessment, the School's admissions policy, the School's student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Contract.
 - (c) Material Modification. In the event Manager determines it is necessary to materially modify the Educational Services, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer (it being agreed that the School shall cooperate in obtaining such approval).
 - (d) Budget Limitation. Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 1.2(a)(v) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such Budget.
- 1.2 Administrative Services.
- (a) During the Term, Manager will provide to the School the following administrative services (the "**Administrative Services**"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Transportation and Food Services. The School will contract with the Authorizer to arrange for the Authorizer to provide food service and transportation for students enrolled in the School. Manager will manage and assess the services provided under such contracts, and supervise service providers involved with providing such services, all as required by the School.
 - (iv) Marketing and Public Relations. Manager will coordinate and assist the School with any and all advertising, branding, media and public relations efforts which may include website creation and maintenance, search engine

marketing, social media and display marketing, television and radio advertisements, direct mail, promotional events, email campaigns, parent and community outreach programs, and local community relationship building. All public relations will be to the extent budgeted for in the Budget or as otherwise approved by the School's board of directors (the "**Board**") and subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.

- (v) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
- (A) The Manager will prepare a proposed annual budget (in cooperation with the Board treasurer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year subject to the approval of the School which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". There shall be no changes to the Budget impacting the Manager provided the School remains in a surplus position except to the extent the Parties agree in writing. The Manager shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The School shall be responsible for the costs of the audit and the costs will be provided for in the Budget.
 - (B) The Manager will provide the School with monthly financial reports. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the Board; and support for all State reporting requirements. The Manager, in conjunction with the School's treasurer, will prepare a five-year financial plan.
 - (C) On behalf of the School, the Manager is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the CDE, the School or the Authorizer if necessary to cause compliance with the terms of the Charter Contract; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this Agreement and related agreements including the effectiveness and efficiency of its operations at the School.
 - (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School

financial records it prepares, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Authorizer, the Auditor of State, the CDE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) Business Days (as defined in Section 4.5 below) of request.

- (F) If School is not able to fully pay the Management Fee or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
 - (G) School's Right to Audit. Upon reasonable advance written notice, the Board may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained solely for the School and not previously provided to the School. Any such audit shall be conducted by the Board or its representative during mutually agreed business hours in a manner so as to minimize disruption to the Manager's operation of the School and Manager.
- (vi) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
- (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Charter Contract.
 - (B) Manager will maintain business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time the records will be delivered to the School which shall thereafter be solely responsible

for the retention and maintenance of the records (it being understood that the business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.

- (C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”) and the State open records act, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.
- (D) Manager shall provide such other information, including written reports, as reasonably requested by the School.
- (vii) Admissions. Implementation of the School’s admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School’s duties and obligations under applicable laws and regulations.
- (ix) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract, and applicable laws and regulations, a report detailing (A) the School’s students’ academic performance, (B) Manager’s performance of the Educational Services and Administrative Services against mutually acceptable criteria and (C) such other metrics of performance reasonably requested by the School.
- (x) Rules and Procedures. Recommend rules and procedures applicable to the School, its students, and staff, if applicable, and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Charter Contract, or applicable laws and regulations.

- (xi) Student Recruitment. Recruit students, subject to agreement on general recruitment and the School's admission policy, to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Charter Contract and State and federal laws.
 - (xii) Facility Management. Manager will coordinate all Facility (as defined in Section 1.4 below) repairs and maintenance, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and related contractor services.
 - (xiii) Additional Administrative Services. Any other services reasonably necessary for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program; the Charter Contract; local, State and federal laws; and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of material modifications.
 - (b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.
- 1.3 Technology Consulting Services. During the Term, Manager will provide the following technology consulting services and products (the “**Technology Consulting Services**”):
- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
 - (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at mutually agreeable

location within the Independence development located in Elizabeth, Colorado (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations. The School may contract with the Authorizer or a third party to provide custodial services for the Facility. Manager will collaborate with the Authorizer to arrange for the Authorizer to assist Manager with diagnostics and minor maintenance issues related to the Facility. On other matters, Manager will be responsible for maintenance and repairs or arrange for third parties to perform maintenance and repair services related to the Facility. Manager will manage and assess the services provided under such contracts, and supervise service providers involved with providing such services, all as required by the School.

- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2025 (the “**Start Date**”) and shall continue thereafter through June 30, 2030 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. Notwithstanding the foregoing, commencement date is contingent upon the following: (1) the District authorizing the School to operate; (2) Manager obtaining a Certificate of Occupancy for the Facility necessary to open the School, and (3) the Board and Authorizer securing the automatic waivers available to charter schools and other waivers needed for the operation of the School as described in the charter application.
- 2.2 Renewal. Upon the conclusion of the Initial Term and each Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of ten (10) years (each such period is a “**Renewal Term**”) provided that if, at the time of any renewal, the term then remaining under the Charter Contract is less than ten (10) years, that Renewal Term shall be coterminous with the term of the Charter Contract) unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term.**”
- 2.3 Authorizer or Charter Contract Change. In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be

performed in accordance with the new Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Manager's ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct legal entity authorized under State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager. Neither the School nor Manager will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. Manager is an independent contractor. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.
- 3.2 Oversight of Manager. The Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Authorizer as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.3 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Authorizer and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use commercially reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.
- 3.5 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "**Internal Revenue Code**"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.6 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of, or shall coordinate with and/or facilitate performance by third parties for, the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Management Fee. The School will pay to Manager an annual fee (the "**Management Fee**") of fifteen percent (15%) of all State and local funds, and one hundred percent (100%) of all federal entitlement funding the School receives, directly or indirectly, for all students enrolled in the School pursuant and subject to applicable law and regulations. The Management Fee calculation shall not include

free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers ("**Non-Qualified Gross Revenue**") which shall be retained entirely by the School. Consideration referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in any other agreement between the Parties.

- (b) AMP Fee. The School will pay to Manager fees for AMP Premium package as set forth in a separate price list unless the School selects a different level of AMP. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (c) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (e) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Manager's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (f) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) Business Days, as defined in Section 4.5 below). If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) Business Days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.

- 4.2 Payment of Costs. If Manager incurs any costs to deliver services pursuant to this Agreement, the School will reimburse Manager for such direct costs which may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease, but not Furniture and Equipment Lease referenced in Section 4.4 below or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries and

employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) of Manager's employees assigned to the staff of the School, attorneys fees for obtaining property tax exemption for the School, costs related to curriculum, instructional materials, textbooks, computers, software (including business software not included in AMP), supplies, food service, transportation, special education, psychological services and medical services. The aforementioned costs may change during the Term based on circumstances beyond Manager's control, including, without limitation, third-party provider costs such as fuel, labor and building materials.

- 4.3 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant, government or other school funds will not be leased and ownership will remain with the School.
- 4.4 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
 - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
 - (c) The School will satisfy its payment obligations under this ARTICLE IV in the following order of priority: (i) payments due and owing for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (ii) for rent pursuant to Facility lease; (III) payments due and owing \ for Authorizer fee; (Iv) all other payments due and owing under Sections 4.2, with the oldest amounts due first; and (v) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.
- 4.5 Payment Options.
- (a) The School will submit payroll and payroll tax monies via one of two funding methods (each a "**Funding Method**"): (i) Automated Clearing House ("**ACH**") funding, or (ii) wire funding ("**Wire**"). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.
 - (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager's scheduled payroll payment date. "**Business Day**" means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School's failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and

other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School's late submission of transactions.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans other than A startup Line of Credit Loan Agreement and Promissory Note will accrue interest at the one-month Secured Overnight Financing Rate ("**SOFR**") plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Consulting Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "**Supplemental Programs**"), provided that nothing herein shall require Manager to provide any such Supplemental Programs. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program's development and implementation.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff selected by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide

the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.

- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager or its Affiliates without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School. As to the initial HOS, Manager shall present at least two candidates (if more than one is available) for the Board to consider and provide input regarding selection preference. The Parties shall mutually agree on which candidate Manager shall extend an offer. If it becomes necessary to replace the HOS, the Parties will, upon written request from the Board, repeat the foregoing selection process.
- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the CDE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all material actions and decisions relating to teaching staff on a regular basis.
- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. The training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.

ARTICLE VII. TERMINATION OF AGREEMENT

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
- 7.4 Termination By Manager. Manager may terminate on the following grounds:
- (a) Effective when funding change goes into effect or a later date as designated by the Manager if there is any material adverse change in local, State or federal funding for the School's students.
 - (b) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

- (c) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.
- 7.5 Real and Personal Property. Upon expiration or termination of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the School and the lender thereunder. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Effect of Termination. On the later of (a) five (5) Business Days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Within twenty (20) Business Days after expiration or undisputed termination of this Agreement, Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence. Manager's marketing obligations shall cease upon expiration or delivery of notice of termination of this Agreement.

ARTICLE VIII. PROPRIETARY INFORMATION AND MATERIALS, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Materials; Ownership. The School acknowledges and agrees that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**"). The School acknowledges and agrees that, as between the School and Manager, Manager (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to Manager and its Affiliate's trademarks, service marks, trade dress and trade

names including the School logo(s) and related marks and trade dress and to the name “ACCEL™” (collectively, “Proprietary Marks”). The School acknowledges and agrees that it has no intellectual property interest or claims in the Protected Materials or Proprietary Marks, and has no right to use the Protected Materials or Proprietary Marks, or any customizations and derivative works thereof unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including “Managed by ACCEL Schools” or “Educational Services Provided by ACCEL Schools.” Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless from and against third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a “**Claim**”) (including reasonable attorney’s fees and costs) that arise out of wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of any applicable local, State or federal law, rule, or regulation. In addition, the School will reimburse Manager, its Affiliates and their Representatives for reasonable legal expenses and costs associated with the defense of any third party Claim. The Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against third party Claims (including

reasonable attorney's fees and costs) that arise out of wrongdoing, misconduct, or negligence of Manager or its employees; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its employee that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, Manager will reimburse the School for reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 9.3 Defense. A person or entity seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitor's selection and at the expense of the Indemnitor. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if the settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING

NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF DAMAGES UP TO THE AMOUNT OF FEES PAID AND DUE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION SHALL NOT LIMIT THE SCHOOL'S OBLIGATION TO PAY MANAGER AMOUNTS DUE FOR PRODUCTS PROVIDED AND SERVICES RENDERED.

- (c) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER OR ITS AFFILIATES, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The Manager will help the School obtain, and the School will maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this

ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Manager in writing and relating to the School. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Manager:
- (a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to

expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School.

- (d) The School is not in breach of and has not defaulted under the terms of the Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
- (e) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the “**Disclosing Party**”) or received through association with the Disclosing Party (collectively, “**Confidential Information**”), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the “**Receiving Party**”) and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of

its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit any Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, price lists, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, pandemic, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall

not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Colorado, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mail, postage prepaid, return receipt requested, (b) upon delivery if sent by personal delivery (with written confirmation of delivery), or (c) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Independence Classical Charter School

Attn: Board President

[school address]

[school address]

With a copy to:

[school attorney]
[school attorney address]
[school attorney address]

To:

Accel Schools LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Board president or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Consideration” Sections of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Manager, its Affiliates and their business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
 - (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Manager’s Chief Operating Officer or equivalent who shall have ten (10) Business Days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
 - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.

- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
 - (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
 - (e) Fees and Expenses. In the event of arbitration or litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs up to the amount of \$250,000.
 - (f) Early Termination Fee. Notwithstanding any provisions in this Agreement to the contrary, if a judge or arbitrator determines the School terminated this Agreement absent uncured breach by Manager, for each remaining year and portion thereof of the Term School shall pay to Manager a fee in the amount of twenty-five percent (25%) of the average billed amount of Management Fee during the one year prior to School providing Manager with notice of termination.
- 13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

- Signature Page Follows -

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel School Colorado LLC

By: _____

Name: _____

Title: _____

Independence School

Classical

Charter

By: _____

Name: _____

Title: _____

Independence Classical Charter School
Application Appendix Q
Singapore Math Curriculum

Support for Singapore Math

SINGAPORE MATH

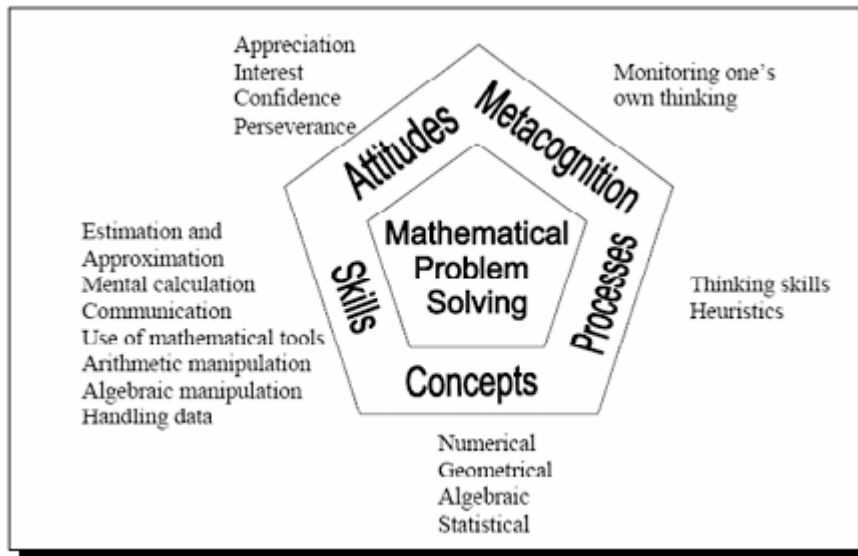
Singapore Math¹ is a program that presents mathematical skill building and problem solving from a conceptual viewpoint. It saves instructional time by focusing on mastery of essential math skills, not on re-teaching skills that should have been mastered in prior grades. The program's detailed instruction, questions, problem solving, and visual and hands-on aids ensure that students master the material. Ideally, students do not move on until they have thoroughly learned a topic. Singapore textbooks are designed to build a deeper understanding of mathematical concepts as opposed to just memorizing algorithms and formulas. The focus on number sense, geometry, spatial relationships and measurement in the early grades align with the Colorado Academic Standards.² Additionally, the coherence of the strategies used build from one idea to the next and is carried throughout all grade levels, giving students the tools needed for confidence in mathematical concepts.

Singapore Math's placement tests facilitate ability grouping for optimal student success. In Singapore math, each element of the system — the framework, a common set of national standards, texts, tests, and teacher preparation programs — is carefully aligned to clear and common goals.

Singapore textbooks are designed to build a deeper understanding of mathematical concepts as opposed to just memorizing definitions and formulas. Singapore Math's placement tests facilitate ability-grouping for optimal student success. Mathematically competent students will be able to study in higher level classes that challenge their math strengths, while students who need more time to master skills and understand concepts will receive time and assistance at the skill level best-suited for their success. Singapore Math's student-friendly, straight-forward presentation of essential concepts enables students who lack adequate reading skills — such as English Language Learners — to readily acquire necessary math skills.

¹ <http://www.singaporemath.com/>

² <http://www.corestandards.org/the-standards/mathematics>



Characteristics of Singapore math:

CUMULATIVE SKILLS

Each semester-level Singapore Math textbook builds upon preceding levels, and assumes conceptual and procedural understanding of previous material. Consequently, it is necessary to assign Singapore Math students to a textbook that matches what they are ready to learn next. By contrast, the typical US classroom offers the same grade-level math instruction to all students, reviews previously taught math skills before teaching new skills, and gives more emphasis to topics that don't build on previously taught math skills (bar graphs, geometric shapes, measurement units).

A great deal of instructional time is saved by focusing on essential math skills, and by not re-teaching what has been taught before. In fact, some teachers report that Singapore Math feels slower paced than what they're used to. However, the result is that students master essential math skills at a more rapid pace. By the end of sixth grade, Singapore Math students have mastered multiplication and division of fractions, and they are comfortable solving difficult multi-step word problems. With that foundation, they are well prepared to complete Algebra 1 in middle school.³

PICTORIAL MODELS

Singapore math utilizes pictorial models to bridge the gap between concrete mathematical experiences (e.g., using objects to act out what math concepts mean) and abstract representation (using symbols like numbers to convey mathematical ideas). These pictorial models include, but are not limited to, bar models, number bonds, ten frames, arrays and place value charts.

MULTI-STEP WORD PROBLEMS

Singapore Math students begin solving simple multi-step word problems in third grade, using a technique called the "bar model" method. Later grades apply this same method to increasingly

³ John Hoven and Barry Garelick, "Singapore Math: Simple or Complex?" *Educational Leadership* 65:3 (November 2007) pp. 38-21

difficult problems, so that by sixth grade they are solving harder problems like this: “Lauren spent 20 percent of her money on a dress. She spent $\frac{2}{5}$ of the remainder on a book. She had \$72 left. How much money did she have at first?”

Consequently, when a school first adopts Singapore Math, the upper elementary grades will need to catch up on what they missed. This can be done by going through the problem-solving chapters in the preceding grade levels, or by using a Singapore Math Model Method supplemental textbook.

The principle of teaching mathematical concepts range from concrete through pictorial to abstract. For example, introduction of abstract decimal fractions (in Grade 4) is preceded by their pictorial model of centimeters and millimeters on a metric ruler, but even earlier (in Grades 2 and 3) addition and subtraction of decimals is studied in the concrete form of dollars and cents.

Systematic use of word problems is utilized as the way of building the semantics of mathematical operations. Simply put, students learn when to add and when to subtract, relying on the meaning of the situation (rather than “clue-words”, as often done in the US schools). Formulations are free of any redundancies and challenge students’ understanding of mathematics only. This is different from many U.S. curricula, where word problems are to show “applications” of math and are spiced with immaterial details intended to obscure the mathematical content of the problem.

MEANINGFUL SEQUENCING OF TOPICS

The need for repetitive drill is minimized by clever sequencing of the topics. For instance, the introduction of multiplication facts by 2, 3, 4 and 5 in the middle of Grade 2 is followed by a seemingly unrelated section on reading statistical data from a graph. In fact, the latter task reinforces the learning of multiplication facts when the scale begins to vary from 2 to 5 objects per graphical unit.

BAR MODELS

The use of bar-models is utilized in teaching problem solving (a form of pre-algebra). This device is as old as Book V of Euclid’s *Elements*, written in the 4th century B.C., and consists simply in representing (mentally or graphically) arithmetical quantities by line segments. In Singapore Math books, such line segments are regularly used to show and teach the thinking process in solving an arithmetical problem. For aesthetic reasons, the segments are typeset as colorful “bars” of a fixed width (hence *bar*-models). In this form, they have fascinated many educators as being a miraculous “novel method” (hence Singapore Math *Method*) of problem solving.

The hallmark of the curriculum is the careful guidance of students, done in a child-friendly pictorial language, not only to technical mastery, but to complete understanding of all the “whys.”

Links to other Articles and Reports

What the United States Can Learn From Singapore’s World-Class Mathematics System (and what Singapore can learn from the United States): An Exploratory Study

PREPARED FOR:

U.S. Department of Education
Policy and Program Studies Service (PPSS)

PREPARED BY:

American Institutes for Research®
1000 Thomas Jefferson Street, NW
Washington, DC 20007-3835

January 28, 2005

files.eric.ed.gov/fulltext/ED491632.pdf

The Conversation, *Why is Singapore's school system so successful, and is it a model for the West?*, 11 February 2014.

<http://theconversation.com/why-is-singapores-school-system-so-successful-and-is-it-a-model-for-the-west-22917>

Independence Classical Charter School
Application Appendix R
Teacher Self Evaluation

TEACHER SELF EVALUATION

Instructor:

Date:

*For each of the categories below, carefully reflect on the guiding questions along with any aspects related to the effective execution of your professional and personal obligations. Then write a thoughtful, honest evaluation of your **strengths and successes** as well as your most relevant **opportunities for improvement**.*

Content: Evaluate your actions and attitudes related to your academic discipline(s).

Guiding Questions: *Are you actively growing in both depth and scope of understanding? Do you plan and sequence course content in a relevant way? Do you prioritize the most essential and salient elements of your subject? Are you passionate about your academic field? Are your professional goals relevant to increasing your expertise and growing intellectually? Do you document what you teach (and when) in a clear and useful format?*

Pedagogy: Evaluate your actions and attitudes related to instruction and classroom environment.

Guiding Questions: *Do you speak, write, and communicate effectively? Are your assignments, objectives, and expectations explicitly and consistently articulated in course documents and in daily classroom routines? Are you winsome and engaging? Are you organized? Do you tailor your teaching methods to suit the content (e.g. discussion, lecture, guided practice, etc.), varying your approach if/when it is helpful? Do you help students see the significance and/or relevance of your subject(s)? Do you have a good rapport with students and parents? Are your grades entered in a timely fashion? Are students gaining both the knowledge and the skills most pertinent to your discipline? Are they accountable for their own progress? Do you successfully manage student behavior and enforce policy without demoralizing or embittering your pupils? Are your professional goals relevant to your continued growth as an effective and discerning instructor?*

School Culture: Evaluate your actions and attitudes related our school community and school ethos.

Guiding Questions: *Are you invested in the school community beyond the technical fulfillment of your duties? Do you cultivate positive relationships with administration, faculty, and staff? Do you model good character, admirable personal habits, and intellectual curiosity? Do you reinforce proper conduct through consistent and appropriate use of our virtues/violations system? Are you helpful and kind to those in your department? Are you a cheerful and constructive part of student life? Do you avoid gossip and cynicism? Do you encourage clear and honest communication between students, administration, and other faculty members? Do you demonstrate an interest in music, art, athletics, house leadership, and other important aspects of our school that occur outside of the classroom?*