



**COLORADO**  
Department of Education  
Innovation, Choice and  
Engagement Division

## Charter School Waiver Request Form

(Updated December 2014)

The following automatic waivers have been granted to all charter schools pursuant to Colorado Revised Statutes § 22-2-107 (1) (c), § 22-2-106 (1) (h) and HB 14-1292. No documentation is required by the state for waivers from the following statutes:

State Statute Citation	Description
22-32-109(1)(b), C.R.S.	Local board duties concerning competitive bidding
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(n)(II)(A), C.R.S.	Determine teacher-pupil contact hours
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(y), C.R.S.	Local board powers-Accepting gifts, donations, and grants
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

For any non-automatic waiver requests, please provide electronic (PDF) versions of the following:

- A signed copy of the charter contract, renewal or extension between the charter school and its authorizer, including a complete list of requested waivers as an appendix.
- Waiver Request Form-complete, typed and signed by both the school and its authorizer
- A Rationale and Replacement Plan (RRP) for each non-automatic waiver being requested. A sample RRP can be found [here](#).

**Please be advised that the following waivers are no longer considered automatic:**

State Statute Citation	Description
22-9-106, C.R.S.	Local board duties concerning performance evaluations
22-32-109(1)(n)(I), C.R.S.	Local board duties concerning school calendar
22-32-109(1)(n)(II)(B), C.R.S.	Adopt district calendar
22-63-201, C.R.S.	Teacher Employment Act-Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202, C.R.S.	Teacher Employment Act- Contracts in writing, damage provision
22-63-203, C.R.S.	Teacher Employment Act- Requirements for probationary teacher, renewal & nonrenewal
22-63-206, C.R.S.	Teacher Employment Act-Transfer of teachers

**Charter School Information:**

Charter School Name: Peak to Peak Charter School  
 Charter school mailing address:  
 Street: 800 Merlin Drive  
 City: Lafayette, CO Zip Code: 80026

Charter school contact name: Kelly Reeser or Sam Todd  
 Title: Executive Director of Education or Executive Director of Operations  
 Phone: (303)-453-4601 EXT: \_\_\_\_\_ Email address: kelly.reeser@bvsd.org or sam.todd@bvsd.org

Projected or current enrollment: 1,409 Grades served: Lowest: Kdg Highest: 12th  
 Term of the charter contract: 06 / 30 / 20 15 (MM/DD/YY) through June 30, 2025 (YYYY)  
 Enter the year the charter school originally opened: 2000 (YYYY)

Waiver request prepared for the charter school by: Kelly Reeser  
 Phone: (303)-453-4601 EXT: \_\_\_\_\_ Email: kelly.reeser@bvsd.org

**Authorizer Information:**

Charter School Institute  Name of local school district: Boulder Valley School District  
 Authorizer's mailing address:  
 Street: 6500 Arapahoe Ave., P.O. Box 9011  
 City: Boulder, CO Zip Code: 80301  
 Authorizer contact name: Melissa Barber  
 Title: Legal Counsel  
 Phone: (303)-453-4601 EXT: \_\_\_\_\_ Email address: melissa.barber@bvsd.org

Please list the non-automatic waiver(s) from statute and rule that are being requested below:

Please see the attached.

**Required Signatures**

Laurie Albright

Authorizer Contact (Print Name)

May 13, 2015

Date

Laurie Albright

Signature-Authorizer Contact

Kelly Reeser

Charter School Contact (Print Name)

5-4-2015

Date

Kelly Reeser

Signature-Charter School Contact

# REQUEST FOR WAIVER OF COLORADO REVISED STATUTES

The parties request the following waivers with the understanding that, even if granted, Peak to Peak is subject to limitations on its authority by virtue of its contract with Boulder Valley School District, which will remain in full force and effect. Specific Duty waivers are requested from the State Board of Education only to the extent that such delegations made in the contract from the BVSD Board to Peak to Peak would be deemed to be impermissible without such waivers.

## STATUTE WITH DESCRIPTION

**C.R.S. 22-1-110 – Effect of Use of Alcohol and Controlled Substances to be Taught.** This law requires schools to teach the effects, the social dangers of use and the illegal aspects of use of alcohol and controlled substances. (Delegation)

.....

## RATIONALE

Boulder Valley School District has granted to Peak to Peak's Board of Directors the authority to determine the educational program and instructional material and strategy use to teach these topics and the extent to which these topics will be integrated into the curriculum.

## MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak is responsible for identifying the instructional materials and strategies used to teach these topics and the extent to which these topics will be integrated into the curriculum.

## DURATION OF THE WAIVERS

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

## FINANCIAL IMPACT

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

## HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

## EXPECTED OUTCOME

Peak to Peak expects that as a result of this waiver it will be able to implement its curriculum and ensure that students meet Peak to Peak's standards.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-2-112(1)(q)(l) – Local Board of Education – Duties – Performance Evaluation System – Commissioner-Duties.** This law outlines commissioner duties related to monitoring and reporting on educator preparation and educator effectiveness.

.....  
**RATIONALE**

Peak to Peak is responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement. Should any designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations. Additionally, Peak to Peak will not be required to report teacher evaluation ratings as part of the commissioner’s report as required by C.R.S. 22-2-112(1)(q)(l).

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak’s evaluation plan has been provided in the Personnel policies included in the Charter School Agreement.

Peak to Peak will not be required to report teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to 22-11-503.5 as this is a non-waivable statute.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-9-106 – Local Boards of Education – Duties/Performance**

**Evaluations for Licensed Personnel.** This law requires local boards of education to adopt a written system to evaluate the employment performance of licensed personnel and specifies required components of such an evaluation system. (Substantive)

.....

**RATIONALE**

Peak to Peak is responsible for its own personnel matters, including the supervision and evaluation of personnel and the method for conducting such evaluations, consistent with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak’s evaluation plan has been provided in the Personnel policies included in the Charter School Agreement.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

With this waiver, Peak to Peak will be able to implement its program and evaluate its teachers, per the Personnel policies included in the Charter School Agreement.

.....

**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-109(1)(n)(I) – Local Boards of Education – Specific Duties/School Calendar.** This law requires local boards of education to determine the length of time which the schools of the district will be in session. (Delegation)

.....

**RATIONALE**

Peak to Peak will prescribe its own school calendar.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Prior to the beginning of the school year, Peak to Peak is responsible for setting its own calendar which is applicable to Peak to Peak. Peak to Peak’s calendar may be adopted by the Peak to Peak Board of Directors, administration, or a combination thereof. Peak to Peak meets or exceeds the number of hours required by state law.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

Prior to the beginning of the school year, Peak to Peak will set Peak to Peak’s calendar, and a copy of the calendar will be provided to the parents or guardians of all children enrolled in Peak to Peak.

**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-109.7 – Local Boards of Education – Specific Duties – Employment of Personnel.** This law specifies the duties of local boards with regard to conducting background checks of employees, including criminal background check and contacts with previous employers. (Delegation)

**C.R.S. 22-32-109.8 – Applicants Selected for Non-Licensed Positions – Submittal of Form and Fingerprints – Prohibition Against Employing Persons Failing to Comply-Department Database.** This law requires local boards of education to require potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. (Delegation)

**C.R.S. 22-32-109.9 – Licensed Personnel – Submittal of Fingerprints.** This law requires local boards of education to require fingerprints from any licensed personnel employed on or after January 1, 1991, whom the district believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment. (Delegation)

.....

**RATIONALE**

The Peak to Peak Board of Directors is responsible for hiring Peak to Peak's employees. As part of that duty, Peak to Peak, rather than Boulder Valley School District, checks references from previous employers and arranges for background checks and fingerprinting of employees.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak, rather than Boulder Valley School District, conducts background checks of employees, including criminal background check and contacts with previous employers. It requires potential employees to submit a set of fingerprints and to release the fingerprints to the Colorado Bureau of Investigation for processing. The school also requires fingerprints from any licensed personnel employed on or after January 1, 1991, whom the school believes has been convicted of any felony or misdemeanor (not including misdemeanor traffic offense or infractions), subsequent to such employment. Peak to Peak will comply with Colorado Revised Statutes secs. 22-30.5-110.5, 110.7.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.



**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will select and employ its own teachers and staff, in accordance with the terms and conditions set by the Charter School Agreement.

**STATUTES WITH DESCRIPTIONS**

**C.R.S. 22-32-109(1)(jj) – Principal Training.** This law gives local boards of education the power to identify areas where principals need further training or development and the authority to assist the principals with that training or development.

.....

**RATIONALE**

Peak to Peak is responsible for its own personnel matters, including employing its own staff and establishing its own terms and conditions of employment, policies, rules and regulations, and providing its own training. The Charter School Agreement provides for Peak to Peak procuring its insurance from Boulder Valley School District or another entity or vendor.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak is responsible for these matters rather the district. Peak to Peak’s administration has flexibility in structuring professional development and Peak to Peak’s Board of Directors has flexibility in structuring school policies to meet the school’s needs.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waivers be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will select and employ, provide professional development for its own teachers and staff, and procure insurance in accordance with the terms and conditions set by the Charter School Agreement.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-119 – Kindergartens.** This law gives local boards of education the power to establish and maintain kindergartens for the instruction of children one year prior to the year in which they would be eligible for admission to the first grade. Such kindergartens shall be a part of the public school system. (Delegation)

.....  
**RATIONALE**

Peak to Peak offers its own kindergarten program in accordance with the Charter School Agreement. Peak to Peak is authorized to develop, adopt and implement the training, study, discipline, rules and regulations governing its kindergarten program, in accordance with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

The Peak to Peak Board of Directors has adopted policies and the Executive Principal has prescribed rules and regulations.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak 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 Peak to Peak.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-28-111(1)(a). Coordination of district preschool program with extended day services.** This law gives any school district which establishes a district preschool program the ability to coordinate the program with extended day services if the district council and the school district find that there exists a need for such services. Such services may be coordinated by the school district through one or more privately funded child care centers or publicly funded early childhood education agencies or through the school district itself. (Delegation)

.....

**RATIONALE**

Peak to Peak will determine whether a need for such services exists and may offer its own early childhood education program in accordance with the Charter School Agreement, consistent with the Charter School Agreement.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

If Peak to Peak’s Board of Directors determines that there is a need for an early childhood education program at Peak to Peak, it will adopt policies and the Executive Principal will prescribe rules and regulations to provide such services.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will be able to operate its early childhood education program to the benefit of the students, teachers, and community, and ensure that students have the time to achieve the curricular standards of Peak to Peak.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-32-120 – Food Services-facilities.** This law gives local boards of education the power to establish, maintain, equip and operate a food-service facility and sets minimum requirements for the operation of such a facility. (Substantive)

. . . . .

**RATIONALE**

Peak to Peak operates, equips, and maintains its own food service facility and lunch program with its associated rules and regulations.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Peak to Peak provides students a lunch program in its own facility and students, other than high school juniors and seniors that meet specified criteria and have obtained parental permission to leave campus during the lunch period, are required to stay on school premises during the lunch period.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will operate its own lunch program to the benefit of Peak to Peak's students, teachers and staff.

**STATUTE WITH DESCRIPTION**

**C.R.S. 22-33-105 – Suspension, expulsion, and denial of admission.**

No child who has attained the age of six years and is under the age of twenty-one shall be suspended or expelled from or be denied admission to the public schools, except as provided by this article.

.....

**RATIONALE**

Peak to Peak educates kindergarten through high school students on one closely - contained campus. Students who have been charged with or have criminal convictions that include violent crimes, sex-related crimes, or crimes against children should not be permitted to attend Peak to Peak given the close proximity to young elementary students to the older students.

**MANNER IN WHICH PEAK TO PEAK WILL COMPLY**

Given the close proximity of young elementary students to older students at Peak to Peak, students who have been charged in juvenile court with an offense that would constitute a crime of violence or unlawful sexual behavior if committed by an adult or have been charged in district court with a crime of violence or unlawful sexual behavior will not be permitted to attend Peak to Peak Charter School.

**DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of this waiver, Peak to Peak will work with the school district, law enforcement officials, and the judicial system to ensure that students who have been charged in juvenile court with an offense that would constitute a crime of violence or unlawful sexual behavior if committed by an adult or have been charged in district court with a crime of violence or unlawful sexual behavior will not be permitted to attend Peak to Peak Charter School.



**FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

**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 Peak to Peak, as per the Charter School Agreement.

**EXPECTED OUTCOME**

As a result of these waivers, Peak to Peak will be able to operate its educational program in a more efficient and productive manner, and will be accountable for the performance of the teachers and students at Peak to Peak. These waivers will allow Peak to Peak to select, employ and provide professional development for its own principal and teachers, in accordance with the terms and conditions set by the Charter School Agreement. Peak to Peak will be able to terminate employees who do not perform at a satisfactory level.



## STATUTE WITH DESCRIPTION

**C.R.S. 22-7-1014(2)(a) ~~and C.R.S. 22-7-1019 (4)~~ – School Readiness and Assessment, which requires districts to administer school readiness assessments to each kindergarten student ~~and report those results to the state.~~**

## RATIONALE

Peak to Peak is responsible for its own curriculum and assessments to ensure that students are achieving and growing at an appropriate rate in order to achieve the college preparatory vision and mission of the school. The domains of physical well-being, motor development, social-emotional development, language and comprehension development, cognition and general knowledge in math and literacy have been and are being assessed daily through the use of existing curriculum and assessments. Support is readily available through numerous sources that meet the spirit and intent of the School Readiness and Assessment law.

~~Peak to Peak will not participate in state reporting since the school will be using its own school readiness assessments. Peak to Peak's readiness data will not be generated in the same manner as the school readiness data generated by a State Board approved school readiness assessment.~~

## MANNER IN WHICH PEAK TO PEAK WILL COMPLY

Peak to Peak's curriculum and assessments are addressed through school performance measures defined in the School Accountability Reporting Act and included in the Charter School Agreement. Additionally, using its own internally-developed measures, Peak to Peak will assess each component of school readiness that is defined in statute as follows:

Within the classrooms, teachers use multiple assessments for students addressing a variety of domains. Using developmentally appropriate methods, research-based benchmarks, and individualized goal setting, teachers aim to assess and then teach to those needs. Peak to Peak uses a combination of computerized adaptive testing (*i-Ready Reading* and *i-Ready Math*), verbal 1:1 assessments (school-developed standards-based math test, Running Records using *Fountas/ Pinnell* Levels, language screeners, letter-ID, sound-ID, *Orton-Gillingham* screeners, math screeners, SEL screeners), anecdotal observations (memory tasks, classroom performance, small group instruction for math/ reading/ writing, participation and achievement in science, social studies, social-emotional learning program, friendship development, school-wide behavior program, DRDPK Observation Worksheets), and other formal and informal

testing as recommended by approved curriculum sources and research-based instructional methods.

~~Peak to Peak will administer these school readiness assessments, which are research-based, valid and reliable, within the first 60 calendar days of the school year. The school will develop individualized readiness plans informed by the school readiness assessment data for all kindergarten students. The results of the school readiness assessments will not be used to deny a student admission or progression to first grade.~~

1. **Physical well-being and motor development** are measured in physical education coursework through specific and measureable assessments related to kindergarten standards. Records are kept of each student's ability to perform various motor activities, and growth is measured from beginning of year to end of year. Classroom teachers regularly conduct guided recess observations, noting student who need additional supports or development. Additionally, classroom tasks such as handwriting, shoe tying, and school-wide movement exercises provide opportunities to assess and document needs and strengths. Physical well-being is equally observed and attended to, with teachers instructing and reinforcing skills such as proper care of germs, hygiene, and other age-appropriate tasks. Physical skills and well-being are one category of record on the school-developed progress report used a minimum of three times per year, and a part of the parent-teacher conference checklist used twice per year.
2. **Social and emotional development** are key parts of Peak to Peak's elementary education program. Each day, kindergarteners participate in a minimum of 15 minutes of social-emotional instruction and practice as a class, using the *In Focus* program as the main guide. Teachers use daily mini-assessments to observe or collect data from students. Weekly themes provide guided topics and questions for determining mastery of skill in students. Three main unit categories are spread across the year, and at the end of each unit contain assessment points and checklists for teachers to use to assess each student. These strengths and needs are communicated to parents as part of the parent-teacher conference checklist twice per year, and included in the school-developed progress report used a minimum of three times per year, with approximately five benchmark points rated.
3. **Language and comprehension development** are priorities in kindergarten. Each student is assessed before school begins using state-required tests (*i-Ready Reading*), as well as school-based measures such as Running Records, letter/ sound assessment, and other formalized testing. These tests are repeated

at middle of year and end of year checkpoints. Students are formally tested a minimum of once per month on reading levels including fluency and comprehension. Additionally, weekly sight words are assessed in small groups and recorded to show progress and growth. Curriculum-based measures, as well as school-developed screeners, are used as an additional piece of information. Parents receive updates on reading levels, sight word mastery, and other language skills approximately once per month in a combination of academic updates, parent-teacher conferences, and report cards. Four times per year parents receive a report of 11 reading and language development benchmarks. Teachers use *Orton-Gillingham* screeners to assess students, and apply strategies from that methodology to assist in teaching students. Oral language and written language skills are also assessed through observations, formal tests, and work samples. These are provided to parents at parent-teacher conferences twice per year, and report cards three times per year. Peak to Peak participates in state Access testing for English language development, and teachers use the *WIDA* framework for observations and targeted skill development.

4. **Cognitive and General Knowledge in math and literacy** are areas that address multiple other learnings and expectations. Math assessments measure ability to think, reason, and demonstrate number sense and numerical knowledge. Peak to Peak administers specific assessments at the beginning, middle, and end of year. *i-Ready Math* is used during these times to help in assessing overall math sense and cognitive reasoning. Additionally, school-developed and curriculum-based assessments are given, specific to math benchmarks and expectations listed in state standards. Scores and growth progress are discussed during parent-teacher conferences twice per year, report cards three times per year, and school-developed progress reports listing approximately 14 skills. Other General Knowledge assessments are given through the instruction of science and social studies. *FOSS* kits are used regularly and assessments are given through that program measuring abilities such as: think, reason, explain, hypothesize, revise. Each module contains assessments that give formative and summative information to teachers about student learning. Observations are used in addition to formalized assessments measuring Cognitive and General Knowledge performance. Information is shared at a minimum during parent-teacher conferences twice per year and on extended report cards three times per year. School-developed assessments of skills such as students memorizing address and phone number, or demonstrating patterning and connection making, are used at least monthly. Daily routines of calendar, class meeting, journal entries, peer discussions, and oral language activities provide specific opportunities to observe and make note of needs and strengths

in these areas. The DRDPK Observation Worksheets provide guidance on specific areas to observe and report.

For each kindergartner, parent-teacher conferences twice per year include reports on social-emotional achievements and needs, motor abilities- both gross motor and fine motor performance, reading and language achievement and growth, math achievement and growth, general knowledge and cognitive processing. Additionally, it has long been a practice of Peak to Peak Kindergarten to set goals collaboratively with parents/guardians for each individual student based on needs addressed through these updates. Academic updates are sent home regularly, and report cards sent home three times per year include an extra school-developed progress report with extensive information on the above areas, including and extending beyond domains described in CAP4K.

~~In lieu of participating in state reporting, Peak to Peak will keep trend information on file that can be used to inform a continuous improvement process for the school as it relates to supporting students with school readiness success.~~

### **PLAN FOR INTERVENTION**

Peak to Peak Elementary uses a robust MTSS (multi-tiered system of supports) structure to organize and provide intervention for students. Beginning-of-year assessments administered to all students flag students who may be in need of additional supports. Screeners are administered in reading, math, physical education, and general classroom functioning for students that do not perform as expected at the beginning of year. Based on the scores of these screeners, students are placed into flexible reading intervention groups, math intervention groups, behavior or social-emotional groups, and additional groups as needed. Reading and math groups typically meet 4-5 days a week; behavior, social-emotional, and other groups typically meet 1-2 days a week. Targeted groups are taught by either classroom teachers or specialized interventionists. All Intensive groups are taught by specialized interventionists (different than classroom teachers), providing targeted and intensive instruction related to areas of identified need. The groups are consistently monitored for progress, and changes are made in and out of intervention as classroom performance and intervention progress indicate would be appropriate.

Peak to Peak uses research-based and approved resources to provide interventions, such as *Orton-Gillingham* (reading), *enVision In Focus Math System* (math), *Zones of Regulation* (behavior), *Well Managed Schools* (behavior), school-developed or district-recommended resources, and other recommended strategies as needed. Progress monitoring occurs through the specific programs, in combination with other benchmark

tests described in the assessment section. Additionally, *AIMSweb* probes are administered to intervention students or other students performing below grade level in the areas of reading, writing, and math.

### **DURATION OF THE WAIVERS**

Peak to Peak requests that the waiver be in effect for the duration of its contract with the Boulder Valley Board of Education.

### **FINANCIAL IMPACT**

Peak to Peak anticipates that the requested waiver will have no financial impact upon the Boulder Valley School District. Peak to Peak must operate within its budget and the cost of any replacement policy impact has been included in the budget.

### **HOW THE IMPACT OF THE WAIVERS WILL BE EVALUATED**

The impact of this waiver will be measured by the performance criteria and assessments that apply to Peak to Peak's curriculum and overall program design, as per the Charter School Agreement.

### **EXPECTED OUTCOME**

With this waiver, Peak to Peak will be able to provide appropriate assessments and support to ensure student success in higher levels of learning in all academic content areas, per the Charter School Agreement.