

THREE RIVERS MONTESSORI CHARTER SCHOOL

Regular Board Meeting Agenda
Tuesday, August 16, 2022 at 6:00 p.m.
Zoom Meeting - Due to COVID

<https://us02web.zoom.us/j/85250747687?pwd=ZDBCK1dYd3NMa1VjSVhLSGINYm9HQQT09>

Meeting ID: 852 5074 7687

Passcode: k2CJdy

One tap mobile

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

Meeting ID: 852 5074 7687

Phone Passcode: 750431

Find your local number: <https://us02web.zoom.us/u/kdHMgZcn5b>

Sent to OW - 8/11/2022 | Placed on Website - 8/11/2022

I. CALL TO ORDER by Chairperson:

II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST

1. Board Members Present + Declarations:
2. Board Members Absent:
3. Other Attendees:

III. REVIEW OF TRM MISSION & VISION STATEMENTS

Mission: Empowering students to reach their full potential through authentic Montessori learning.

Vision: Academic Excellence * Community Engagement * Environmental Stewardship

IV. APPROVAL OF MEETING AGENDA

1. **ACTION ITEMS:**
 - a. APPROVAL: Tonight's Meeting Agenda

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

1. **ACTION ITEMS:**
 - a. APPROVAL: TRM Special Board Meeting Minutes 7/19/2022
 - b. APPROVAL: TRM Regular Board Meeting Minutes 8/1/2022
 - c. APPROVAL: TRM Handbook 2022-2023

VII. INFORMATION ITEMS

1. Enrollment Update: enrollment projection for the Fall
2. Osprey Wilds Site Visit Report
3. Sped Update: Staffing
4. Building Update: Projects and facilities update
5. Staffing Update: Current open positions and newly filled positions
6. Summer Programs: Program Update and P&L
7. Notice of Deficiency from Osprey Wilds

8. *Osprey Wilds FY23 Authorizing Activities*

[Board Presentation Linked here](#)

VIII. REPORTS

1. Finance Committee
 - a. June Month End Financials
 - i. **ACTION ITEM:** Approve Prior Month Expenditures
 - ii. **ACTION ITEM:** Accept Prior Month Financial Report
 - b. July Month End Financials
 - i. **ACTION ITEM:** Approve Prior Month Expenditures
 - ii. **ACTION ITEM:** Accept Prior Month Financial Report
 - c. CSP Grant Update
 - d. Possible ERC Application Update
 - e. Lease Aid Update

IX. DISCUSSION ITEMS

1. Strategic Planning
2. *Covid 19 Safety Plan*
3. Copier Contract for Downstairs
4. Board Training
 - a. Osprey Training August
5. *Board Member Resignation, Lindsay Tilley*

X. REVIEW OF NEXT MEETING DATE

1. Date, Time, Location of Next Regular Board Meeting - September 20, 2022 6:00 p.m.
2. Agenda Items Request or Send to Board Chair

XI. ADJOURNMENT

- 1.

Board Approved:

THREE RIVERS MONTESSORI CHARTER SCHOOL

Special Board Meeting Agenda

Monday, August 1, 2022 at 5:00 p.m.

Zoom Meeting - Due to COVID

<https://us02web.zoom.us/j/85250747687?pwd=ZDBCK1dYd3NMa1VjSVhLSGlnYm9HQQT09>

Meeting ID: 852 5074 7687

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+1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York)

Meeting ID: 852 5074 7687

Phone Passcode: 750431

Find your local number: <https://us02web.zoom.us/u/kdHMgZcn5b>

Sent to OW - 7/29/2022 | Placed on Website - 07/29/2022

I. CALL TO ORDER by Chairperson: Chris

II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST

1. Board Members Present + Declarations: Lindsey, Shanny, Angie, Sara
2. Board Members Absent: Tim and Amanda
3. Other Attendees: Antonio

III. REVIEW OF TRM MISSION & VISION STATEMENTS

Mission: Empowering students to reach their full potential through authentic Montessori learning. **Vision:** Academic Excellence * Community Engagement * Environmental Stewardship

IV. APPROVAL OF MEETING AGENDA

1. ACTION ITEMS:

1. APPROVAL: Tonight's Meeting Agenda, *Angie motion, Shanny second, all agreed*
2. APPROVAL: Designate Assistant to Board Secretary, Jonna Duke - *secretaries job description allows an assistant in the bylaws. The executive assistant is the typical person that fulfills that role. This will help ensure paperwork is filled out and submitted correctly. Her board duties will be monitored in conjunction with her current role. Motion, Lindsey, second Shanny, all in favor.*
3. APPROVAL: Designate Angie Johnson, TRM Board Vice Chair, *Angie is willing to step in with guidance from Chris and the rest of the board. Chris will begin including her on various tasks. Idea is for more members to cross-train. Motion from Lindsey, Shanny second, all in favor.*
4. APPROVAL: Contract for Employee Retention Credit (ERC) tax credit application - from Magill. *Antonio mentions that most bids were all in alignment with similar fees. They will collect on their fees once the credit has been distributed. Interest forgiveness is minimal, Antonio would sign the contract. Tim and Chris involved in the meetings and feel comfortable moving forward. Motion by Shanny, Lindsey seconds, all in favor.*
5. APPROVAL: Hire of Rebecca Tripp, School Social Worker effective 8/22/2022 (background check cleared) - *Antonio shared she has a background in protective services and is excited about her background. Shanny motions, Lindsey seconds, all in favor.*

V. PUBLIC COMMENTS none

VI. ADJOURNMENT

1. *Lindsey motions, Shanny seconds all in favor. Record 20 minute meeting ;)*

Board Approved:

THREE RIVERS MONTESSORI CHARTER SCHOOL

Regular Board Meeting Agenda

Tuesday, July 19, 2022 at 6:00 p.m.

Zoom Meeting - Due to COVID

<https://us02web.zoom.us/j/85250747687?pwd=ZDBCK1dYd3NMa1VjSVhLSGINYm9HQOT09>

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Meeting ID: 852 5074 7687

Phone Passcode: 750431

Find your local number: <https://us02web.zoom.us/u/kdHMgZcn5b>

Sent to OW - 7/14/2022 | Placed on Website - 7/14/2022

I. CALL TO ORDER by Chairperson:

II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST

1. Board Members Present + Declarations: **Chris**

Castigner, Sara Maravelas, Shanny Snyder, Tim Eilrich and Lindsay Tilley

2. Board Members Absent: **Amanda Johnston and Angie**

3. Other Attendees: **Hannah Scholten, Abbie Eilrich, Antonio K, Jonna Duke, LWA accounting**

III. REVIEW OF TRM MISSION & VISION STATEMENTS

Mission: Empowering students to reach their full potential through authentic Montessori learning.

Vision: Academic Excellence * Community Engagement * Environmental Stewardship

IV. APPROVAL OF MEETING AGENDA

1. ACTION ITEMS:

a. APPROVAL: Tonight's Meeting Agenda Tim made a motion, Shanny 2nd.

VIII. PUBLIC COMMENTS – move to position number 1 for tonight's meeting

1. Hannah Scholten – 5th grade seat – Montessori certification

V. CONSENT AGENDA

1. ACTION ITEMS:

a. APPROVAL: TRM Emergency Board Meeting Minutes 5/26/2022 Tim made a motion, Shanny 2nd, no further discussion.

Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri

b. APPROVAL: TRM Regular Board Meeting Minutes 6/21/2022 Tim made a motion, Shanny 2nd, no further discussion.

Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri

c. APPROVAL: TRM Emergency Board Meeting Minutes 6/23/2022 Shanny made a motion, Tim 2nd, no further discussion.

Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri

d. APPROVAL: TRM Special Board Meeting Minutes 7/11/2022 Tim made a motion, Shanny 2nd, no further discussion.

Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri

VI. INFORMATION ITEMS

1. Enrollment Update: Pathfinders program, enrollment projection for the Fall Antonio- data is from June and July for Pathfinders. Averaging about 18 students in June. Right about 15 students for July as of now. Enrollment update is about 175. Waitlist is heavy on K/1. About 72 on the waitlist currently.

2. Osprey Wilds Formal Complaint Investigation MDE and Osprey Wilds- complaint on an employee that is no longer with us. Elk River Police was notified as well and have a copy of the complaint. Waiting on a follow up from MDE and Osprey Wilds.

3. Sped Update: SPED training plan for 22'-23' School Social worker termed. School Sped teacher termed. Looking to fill.

4. Building Update: Projects and facilities update New lower level door installed. Keypads added. Security access card being installed. Stairwell is almost complete. Safety and security walkthrough done with Antonio and Elk River police. The police department is recommending A.L.I.C.E training. Antonio to do assemblies with the students to better understand these new trainings/procedures.

5. Playground Update: Projects update **Playground equipment has been fixed. New mulch has been added. Mowing is biweekly as of now. Planning to reseed in the fall.**

6. Staffing Update: Current open positions and newly filled positions **One current position open for food service. One social worker position available. Emily Garrett has been offered a position for behavior interventionist. Five Para jobs available. Executive Assistant position offered to Jonna Duke and she has accepted!**

7. Summer Programs: Pathfinders budget update and proposed fee change **June budget for pathfinders was \$1,362.00 in revenue. Recommending increasing rates to be about the same as ISD 728. No changes to the summer program this year. Looking for the fall school year to implement this.**

Presentation Linked Here

VII. REPORTS

1. Finance Committee **Lisa from LWA accounting-**

a. June Month End Financials

i. ACTION ITEM: Approve Prior Month Expenditures **Tim made a motion, Shanny 2nd, no further discussion. Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri**

ii. No Financials this Month

b. CSP Grant Update

c. Possible ERC Application Overview **Antonio presented.**

i. The ERC is a refundable payroll tax credit for wages paid and health coverage provided by an employer whose operations were either fully or partially suspended due to a COVID-19-related governmental order or that experienced a significant reduction in gross receipts.

IX. DISCUSSION ITEMS

1. Executive Director Prior Contract Pay **Started on July 1. Antonio did some work prior to that July 1 start date. Need motion to allow Jonna (whom was the interim) to approve the hourly wages to compensate Antonio for the hours done before the July 1 start date.**

2. Strategic Planning Session **Late August to do a Board strategic planning meeting.**

3. Board Training **New board members need to have this requirement done within 6 months of being on the board.**

a. Before Deadline

b. Osprey Training August

X. REVIEW OF NEXT MEETING DATE

1. Date, Time, Location of Next Regular Board Meeting - August 16, 2022 6:00 p.m.

2. Agenda Items Request or Send to Board Chair

XI. ADJOURNMENT **Lindsay made motion, Shanny 2nd, no further discussion.**

Approved by, Shanny Snyder, Tim Eilrich, Sara Maravelas, Lindsay Tilley and Chris Castigneri



Employee Handbook 2022-2023



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Introduction

Goals and Purpose

Three Rivers Montessori is an authentic Montessori School (hereinafter “TRM” or “School”). Our common goal is to provide a secure, inviting, challenging, engaging, and stimulating environment that supports the intellectual and social development of each student in attendance. Although each person is primarily responsible for their class, everyone shares the responsibility for all the students in the school as a whole. We all share the same goals, and for the school to serve the student’s needs to the best of our ability, we must all care for the students at all times.

TRM has specific goals that support each student; they are as follows:

- Ensure they grow in independence and self-confidence
- Ensure they learn non-sexist human roles and avoid gender stereotypes
- Ensure they develop self-control and self-discipline
- Ensure they learn to give and share
- Ensure they learn to get along with others
- Ensure they develop large and small motor skills
- Ensure they develop their academic potential
- Provide Peace Education

TRM is a Montessori school that serves students in grades K-6 in a full-day program. We offer authentic Montessori education for children ages 6 - 12 years as follows:

- Two K/1 Classrooms (Kindergarten/1st grades)
- Two E1 Classrooms (2nd/3rd grades)
- Two E2 Classrooms (4th/5th/6th grades)

TRM staff will lead by example:

- Develop their Montessori knowledge through active participation in formal and informal training
- Model Grace and Courtesy in the Montessori environment
- Treat students, parents, and co-workers respectfully
- Ensure that students and their families feel like a valued member of the school and greater community during all interactions

Mission Statement

“Empowering students to reach their full potential through authentic Montessori learning.”

Montessori Philosophy

TRM follows the educational philosophy developed by Dr. Maria Montessori. Dr. Montessori based her philosophy on her observations of children, and it is based on



the child's true nature. Its application is universal, and results can be successfully achieved in any country and with any racial, social, cultural, or economic group. Dr. Montessori's philosophy reveals the child as a lover of work, both of the intellect and mastery of the body (especially the hand). This work is chosen spontaneously and carried out with profound joy. Through attention to work, the child shows spontaneous discipline that originates within the child and is not imposed by others. This type of discipline is real instead of the artificial discipline that results from rewards and punishments. This method of education provides suitable occupations based on the vital urges of the child at each stage of development. The child masters each stage before attempting the next. A comprehensive Montessori program offers the child maximum spontaneity in the choice of physical and mental activities.

In the Montessori environment, children are free to work at their own pace. The quick is not held back, and the slow is not pressured. Opportunities for group work are plentiful, and the children spontaneously offer help with the work they have mastered to those children who have not. The teacher should guide each child individually in each subject according to their requirements. Never should the teacher impose her personality or will on the children. Children work of their own free choice. Their choices are preceded by knowledge and are thus real choices. Dr. Montessori's method eliminates competition as a major motivation for learning. The child competes with him or herself. Ultimately, the Montessori Method develops the whole personality of the child. It does not focus solely on the intellect but includes the powers of deliberation, initiative, and independent choice with their emotional complements. The child becomes a free member of a real social community and is trained in those fundamental social qualities that form the basis of good citizenship.

All employees at the TRM should act in support of the Montessori philosophy at all times. Attention to this philosophy must be paid in all interactions with the child. The method does not simply apply to academics. Instead, it is an encompassing philosophy that should be applied at non-academic times (e.g., transitions, lunchtime, outdoor play, etc.). The Montessori teachers are ultimately responsible for ensuring adherence to the Montessori philosophy. However, supporting employees play a vital role in reinforcing the major points of Montessori and should take the initiative in learning about and carrying out the philosophy.

Minnesota Code of Ethics

The Minnesota Code of Ethics for Teachers is [Minnesota Administrative Rule 8710.2100](#). The standards of professional conduct are as follows:

- A teacher shall provide professional education services in a nondiscriminatory manner.
- A teacher shall make a reasonable effort to protect the student from conditions harmful to health and safety.
- Following state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.



- A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- A teacher shall not use professional relationships with students, parents, and colleagues to their private advantage.
- A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- A teacher shall not deliberately suppress or distort subject matter.
- A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's or other teachers' qualifications.
- A teacher shall not knowingly make false or malicious statements about students or colleagues.
- A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

Employment Policies

Equal Employment Opportunity

TRM is an equal opportunity employer and does not discriminate against its employees or applicants for employment based on race, color, religion, age, sex, pregnancy, genetic information, national origin, disability, or another legally protected status. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, transfers, compensation, benefits, and training.

Employment-At-Will

TRM and its employees share a working relationship defined as employment-at-will. This means that you or the School have the right to terminate your employment for any or no reason with or without notice. The at-will status cannot be altered except through a written agreement between the School and you or your representative. By agreeing to comply with the various policies stated in this handbook, employees are not entering into any agreement with the School for employment for any specified period of time.

Employee Confidentiality Agreement

Every employee agrees to keep confidential information regarding enrolled students and their families. Failure to maintain these levels of ethics, loyalty, and confidentiality will result in immediate dismissal from the School.



The obligation to protect private and confidential data as defined by the MN Government Data Practices Act exists throughout a staff member's employment and following the termination of employment. Unauthorized release of private or confidential information may be grounds for disciplinary action or legal action.

The MN Government Data Practices Act requires public schools to designate a data practices officer. The board of Three Rivers Montessori School shall designate the Executive Director as the data practices officer, who shall seek legal or other appropriate advice before releasing specific data.

To ensure that the school complies appropriately with any data requests, all staff should refer all such requests to the data practices officer (Executive Director) who will deliver all appropriate data required under law. Failure of any staff member to refer any data request to the data practices officer could lead to the school violating the law and may require disciplinary action.

Employee Documentation

Following federal law, state law, and Minnesota's licensing regulations, employees are required to submit the following documentation:

- Application for Employment
- Federal I-9
- State W-4 (must be for the state in which the employee resides)
- Federal W-4
- Minnesota Department of Social Services Background Check (must be resubmitted every three years)
- Emergency Contact info (must be resubmitted annually)
- MN Teaching License (for teaching staff)
- Additional training documentation may be required at the discretion of the Administration.

Failure to obtain or update required documentation will result in unpaid suspension or termination. Licensed staff are responsible for maintaining licensure and keeping up with all continuing education requirements.

Background Checks

Three Rivers Montessori conducts background checks of potential and current employees, volunteers, contractors, board members and on-site service providers following state and federal laws. All such individuals are required to truthfully complete a background authorization form. A completed and reviewed background check is required before anyone can perform service for TRM.

A third-party agency will be used to conduct criminal background checks. These checks will include:

- Social security trace
- County criminal records for the last 7 years (all names)
- Federal criminal records for the last 7 years (all names)



- National Sex Offender and Federal Watch Lists
- Drivers License records, if applicable to position

Convictions of a crime do not disqualify an individual from employment and volunteer service unless the conviction is directly related to the position. TRM will consider the nature and seriousness of the crime, the relationship of the crime to the position and the relationship of the crime to the ability, capacity and fitness required to perform the duties of the position. Competent evidence of rehabilitation may also be considered.

At the time a school board or other hiring authority conducts the criminal history background check required on an individual in a licensed position, the school will contact the Professional Educator Licensing and Standards Board to determine whether the board has taken disciplinary action against the teacher.

Appointment to a position is contingent upon a complete and acceptable background check. The results shall be used to assess the employee's suitability for employment. Individuals will be notified if they are unable to be on-site as a result of the background check.

Anyone subject to a background check has the right to request a copy of the background report and has the right to challenge the accuracy and completeness of information contained in the report per the Fair Credit Reporting Act.

TRM will not hire or otherwise allow volunteers or service providers to come on-site if it is found that someone intentionally submitted false or incomplete information. TRM will not allow anyone onsite with **felony criminal background in the past seven (7) years which is relevant and related to the position or work they will be engaged.**

TRM may accept the background checks done by outside companies or contractor firms if done and shared with TRM. Otherwise a separate background check may be required.

TRM will maintain background reports separate from the employee file for 7 years and shred or otherwise confidentially dispose of such reports after that time.

Anti-Harassment & Non-Discrimination

TRM is committed to maintaining a work environment in which all individuals are free from harassment or discrimination based on race, religion, color, national origin, ancestry, age, sex, citizenship status, genetic information, veteran's status, disabilities and other characteristics protected by federal or applicable state law.

Harassment is verbal or physical conduct that denigrates or shows hostility toward an employee because they are a protected group that interferes with an employee's work performance or creates a hostile, intimidating, or offensive work environment.



Sexual harassment, in particular, may consist of (a) making unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct or comments of a sexual nature; (b) submitting or rejecting such conduct as the basis of employment decisions; or (c) creating an intimidating, offensive, or hostile working environment by such conduct. Examples of sexual harassment include but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
- Non-verbal: Making suggestive or insulting noises, leering, whistling, or obscene gestures
- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault
- Graphic: Displaying or circulating in the workplace written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email)

This policy is intended to prohibit harassment, discrimination, and retaliation by fellow employees, a supervisor or manager, independent contractors, or someone not directly connected to the School (e.g., an outside vendor or client).

Retaliation

TRM will not tolerate unlawful retaliation, including any adverse employment action, harassment, or another form of retaliation against an employee because that employee filed a complaint of discrimination or harassment, participated in a complaint-related investigation, or otherwise opposed discrimination or harassment. Any employee, contractor, temporary employee, volunteer or visitor, including any member of School management, who violates this policy will be subject to discipline, up to and including termination.

Complaint Procedure

Any employee who believes they are being harassed, discriminated against, or retaliated against must immediately bring it to the attention of the Executive Director of the School. TRM will promptly investigate reports of such misconduct and will keep such reports confidential to the extent possible. If your complaint is with the school's Executive Director please contact the Chair of the school board and our outside HR Consultant. Contact information is available on the school website or will be provided to you upon hire.



Investigations and Public Access to Data

(Tennessee Warning)

Please be aware that as a public employee, data that is collected on you or through an investigation may be made public. In the event any data you provide TRM or is obtained about you by TRM, this data may be used by those whose jobs reasonably require access to the data. In some cases, if you are the subject of an investigation, this data may be used in order to determine whether there is any basis to the allegations and what, if any, consequences will occur. This data may also be used in subsequent hearings or proceedings.. The following individuals/entities have a legal right to access this data.

- Personnel whose input is necessary in the decision-making process;
- TRM School Board;
- Minnesota Department of Education;
- Minnesota Attorney General's office;
- Minnesota Legislative Auditor's office;
- Arbitrator/Hearing Officer;
- State and federal courts or enforcement agencies, including but not limited to the Federal Equal Employment Opportunity Commission, Minnesota Department of Human Rights, and the U.S. Department of Labor;
- Appropriate licensing entities and agencies;
- Law enforcement agencies and prosecutorial authorities;
- Counsel for parties in litigation pursuant to court order;
- Person/entities whom you authorize to receive the data; and
- Any other person or entity authorized by state or federal law.

In addition, if any disciplinary action is taken and becomes final, the nature of the final disposition of the disciplinary action, together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify employees who are confidential sources, will become public data.

Further, upon completion of an investigation of a complaint or charge against a "public official" as defined in Minnesota States section 13.43, subdivision 2(e) (individuals employed in positions comparable to business managers; human resource directors; athletic directors; chief financial officers; directors; superintendents, or principals), or if a public official resigns or is terminated from employment while a complaint or charge is pending, all data relating to the complaint or charge may be public.

You are not legally required to provide any information. If you do provide the requested information, it will be used to assist in the investigation. Your failure to provide the information requested will necessitate that a decision be made without the benefit of hearing information that you could provide. If you do provide information, it is our expectation that any information you provide will be truthful.



Providing a false or misleading answer will be grounds for discipline. In addition, retaliation for the participation in, or content of, any investigation or interview is expressly prohibited.

Reasonable Accommodations for Disabilities

In all hiring and employment practices, the School does not discriminate against qualified individuals with a disability and complies with applicable laws governing disability discrimination. Moreover, the School prohibits all discrimination against a qualified individual with a disability. Discrimination includes but is not limited to hiring, placement, promotion, termination, transfers, compensation, benefits, and training.

TRM seeks to reasonably accommodate qualified individuals with disabilities by making reasonable accommodations that do not result in undue hardship on its business operations.

Employee Rules of Conduct

To ensure the orderly operation of the School and to provide a safe and welcoming learning environment; the School expects employees to follow specific rules of conduct. The following list includes behavior that may result in disciplinary action, including termination. This list represents the types of activities that may result in disciplinary action, up to and including termination. It is not intended to be comprehensive, nor does it alter the employment-at-will relationship.

- Violation of a school policy
- Harassment or discrimination of any kind
- Leaving a student or students unattended
- Assault of any student or co-worker
- Criminal activity
- Willful violation of security or safety rules or failure to observe safety rules or safety practices; tampering with equipment or safety devices
- Fighting or horseplay or provoking a fight on school premises or while representing the school
- Unsatisfactory job performance, incompetence, negligent or careless work or neglect of duty
- Bringing dangerous, illegal or legal, authorized or unauthorized weapons or materials on premises, including concealed or unconcealed firearms, other weapons or toxic substances
- Making unfounded, false, vicious or malicious statements concerning other employees, the school, students, board or anyone affiliated with the school.
- Engaging in behavior designed to create discord and lack of harmony



- Interfering with another employee on the job or willfully restricting work output or encouraging others to do the same
- Theft or destruction of school or employee property
- Refusal to comply with Licensing Standards or School Policy
- Malfeasance which includes intentional conduct that is wrongful or unlawful, especially by officials or public employees
- Gross Negligence
- Failure to obtain required training or licensure.
- Failure to submit required employment documentation
- Failure to maintain the confidentiality of information regarding students, enrolled families, or proprietary and confidential practices of the school
- Impairment due to alcohol or drug use
- Possession of illegal drugs
- Insubordination
- The willful misrepresentation of time worked, i.e., timesheet fraud
- Excessive tardiness or absenteeism
- Failure to notify the school before an absence or tardiness per the leave policy
- Repeated failure to be available during working hours/on-call
- Lack of commitment to the ideals, objectives, and philosophy of the school
- Inability to work effectively with children or other employees

Further, TRM expects that rules of conduct with students are followed as well, this includes but is not limited to:

- Staff will not provide food, meals, snacks, candy, or treats beyond what the school provides for scheduled and predetermined snacks and lunches.
 - Exceptions may be made for celebrations with the prior approval of the Executive Director.
- Staff will be aware of all physical contact with any student; generally, they should not initiate physical contact. Should a student initiate contact such as a hug, high five, or fist bump, staff may reciprocate if the contact is reasonable or necessary, such as in the case of an emergency
 - Kissing, picking up of children, lap sitting, and leaning on staff is strictly prohibited.
- Staff will not share photos or pictures of a personal nature unless pre-approved by the director and in relation to a lesson or instructional strategy.
- As mandated reporters, it is expected that any observation of impropriety will be brought to the attention of the Executive Director as soon as possible; failure to report acts of impropriety may result in disciplinary action, up to and including termination.

Cell Phone Use

Using cell phones and other personal devices while supervising students is strictly prohibited. Cell phone use during student contact time is unprofessional and distracts employees from supervising children. Licensed Teachers may use cell phones directly related to instructional protocols, strategies, or academic needs.



Use of cell phones is authorized during an employee's breaks, and before or after their shift, in private locations. Cell phones and other personal devices are not to be used in the hallways or outside when on TRM paid time and anytime when students are present.

Only School-issued technological devices are permitted in classrooms, hallways, and other common areas where children may be present. At all other times, personal cell phones and other personal devices must be turned off, completely out of sight, and away from the employee's person.

Accordingly, employees are highly encouraged to leave cell phones in their cars or lockers whenever possible. The administration reserves the right to confiscate any personal cell phones or devices being used in violation of the preceding. Confiscated devices will be returned to the employee upon completion of the workday.

Employee Dress Code

All employees must strive to maintain a professional appearance. Therefore, the official dress code for classroom employees is **smart casual**. This means well-fitting, polished business wear with elements of casual attire such as blouses, polo shirts, button-downs, chinos, dress pants, dark-wash jeans, and polished, practical footwear.

The dress code for operations is **business casual**.

The School prohibits the following items:

- Exposed Cleavage
- Exposed Midriff
- Exposed Undergarments
- Pajamas (except on designated days)
- Hoodies and Sweatshirts (Except on TRM Fridays as designated below)
- Workout or Exercise Clothing
- Sweatpants
- Short Shorts or Short Skirts
- Tank Tops with Spaghetti Straps
- Soiled clothing
- Items with Inappropriate Pictures,
- Clothes should allow employees to actively engage with students of all ages served

All employees are required to wear classroom shoes or approved slippers while in the classroom. Approved slippers are close-toed with a closed heel, rubber sole, and solid color. Logos, characters, and decorations such as jewels, feathers, etc., are prohibited.

TRM will implement Three Rivers Montessori Pride Fridays, where staff is encouraged to wear jeans and TRM branded t-shirts, sweatshirts, hoodies, jackets, or any other TRM branded gear received from the school.



Lastly, please remember to wear comfortable shoes for outdoor. Flip-flops are strongly discouraged in and outside of the classroom. Shoes without ankle support are a safety hazard. Teachers must be able to run in an emergency without endangering their feet.

Employees failing to meet the dress code may be sent home to change. Work time loss due to a dress code violation will not be compensated, and personal leave will be deducted.

Responsibilities in Professionalism

The safety of the students is your primary responsibility. Therefore, always be alert to any safety hazard and avoid the appearance of it through acts such as poor supervision of children, lack of visual coverage, or general inattentiveness to their needs. This is especially important when outside in open space, on the playground, or anytime you are supervising students off school property.

You have a responsibility toward parents to conduct yourself and your classroom to protect the student's emotional and physical safety. In the difficult job of raising a child in today's world, and as they also cope with the dual career demands and perhaps changing family structure, parents count on your support, encouragement, and help. You are expected to be non-judgmental toward parents, no matter their lifestyle, ethnic group, culture, or goals/expectations for their children that may be different than yours.

You have a responsibility toward the school, its reputation, and its success educationally. You interpret the school's mission and aims by your words and performance; **know what we stand for and believe it.** Dedicate yourself to providing the most effective education ever for the young children in your care.

In order to maintain an atmosphere where these goals can be accomplished, everyone must work together to provide a comfortable workplace. You have a responsibility toward one another, to support and nurture one another in the workplace. Most importantly, we strive to have a workplace where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. We firmly believe that with direct communication, you can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship. We consider individual circumstances and the individual employee.



Benefits and Compensation

Employee Benefits

Employees may be eligible for certain employee benefits. Currently, those benefits offered by the School include, but are not limited to, health insurance and supplemental insurance (e.g., vision, dental, long-term disability, etc.).

Health Insurance is only available to full-time employees. Full-time is defined by employees working at least 32 hours a week or, as defined by the School's plan, on the first day of the month following a 30-day waiting period. Benefits enrollment is limited to the Open Enrollment period during August, during the first 30 days of employment, or under a qualifying life event (i.e., the birth of a child, adoption, or loss of insurance). A full list of qualifying events is found at this link:

<https://www.healthcare.gov/glossary/qualifying-life-event/>. The Open Enrollment period will be communicated by TRM operations or administration to allow proper time for all employees to respond with their preferences for health benefits.

Benefits extended to School employees are provided at the School's discretion and are subject to change at any time.

Employment Compensation Classification

There are two classifications for compensation: Exempt and Non-exempt Employees.

Non-Exempt Employees are eligible for overtime at time and one-half of the employee's regular rate for time worked more than forty hours in any single workweek. All overtime must have prior approval from the Executive Director.

Salaried Exempt Employees are paid a set salary for any workweek in which the employee performs any work for the School, without regard to the number of days or hours worked, and are not entitled to overtime.

- Salaried Exempt Employees will not be paid for any workweek in which they perform no work.
- Generally, deductions will not be taken from the salary of a Salaried Exempt Employee. For example, deductions from an Exempt Employee's salary shall not be made for absences occasioned by the School's decisions, operating requirements, or any time when the Exempt Employee is willing and able to do work, but work is not available. However, deductions may be taken from the salary of an Exempt Employee in the following circumstances:
 - The Exempt Employee is absent from work for one or more full days for personal reasons other than sickness or disability;
 - The Exempt Employee is absent from work for one or more full days occasioned by sickness or disability (including work-related accidents), and the deduction is made following the School's plan, policy, or practice of providing compensation for such leave;



- The Exempt Employee is suspended without pay for a violation of a School safety rule or school policy of major significance
- An unpaid disciplinary suspension of one or more full days is imposed in good faith against the Exempt Employee for violating the School's written rules governing conduct
- The Exempt Employee fails to work the entire workweek in the initial or final week of employment with the School

Overtime Policy

As noted above, all non-exempt employees who work more than 40 hours per week are entitled to overtime pay equal to the time and one-half their regular rate of pay, as approved by the Director of School. For example, an employee whose regular rate of pay is \$10.00 per hour would earn 15.00 per hour for each hour of overtime worked.

All overtime must be approved in advance by the School's Executive Director. Per the FLSA, overtime only applies to non-exempt/hourly employees.

Employee Compensation Complaint Procedure

All employees should take extra care to report their work hours accurately. Suppose you believe your wages have been subject to improper deductions or your pay does not accurately reflect all hours worked. In that case, you should immediately report your concerns to the School's Executive Director. The School shall investigate the matter promptly and thoroughly. If it is determined that any deductions from salary or other compensation paid were made in violation of this policy or federal or state law governing the payment of wages. In that case, the School shall reimburse the employee for any improper deductions or compensation and make a good faith commitment to ensuring compliance in the future.

Hours and Breaks

School building hours are 7:00 am to 3:30 pm, with student contact hours from 7:40 am - 2:50 pm. All employees are expected to be on location and ready to begin working for their designated work hours. Promptness must be a daily habit. When you are late, you disrespect your co-workers' time, present them with unnecessary hardship, and ask others to do the work for which you are responsible.

TRM believes that employees need time during the school day to rest and recharge away from the classroom, so we strive to provide each employee with a break time during their shift. All staff working 8 or more hours daily are provided a 30-minute duty-free lunchtime.

The duration of employee breaks is determined by the number of hours worked in a given day. Employees working the following hours typically receive the following break:



- 7 hours or less = no lunch break necessary, one 15-minute break.
- 8 hours = 30-minute paid or unpaid break, plus two 15-minute paid breaks.
- Over 9 hours = 60-minute unpaid break, plus two 15-minute paid breaks.

Breaks will generally be at the same time each day. In the case of employee absences, break times are subject to change. Break times may also be changed from time to time during the school year. Employees are responsible for starting and ending their breaks on time. Unauthorized extensions of breaks are prohibited and grounds for discipline. Unauthorized extensions of breaks may result in employees having to extend their work hours. Employees choosing/volunteering to work above and beyond their contracted time will not be subject to additional breaks.

Leave Policy

All employees are expected to make every effort to come to work as scheduled and on time. Employee absenteeism causes hardship for children and co-workers and disrupts the school's harmony. The following outlines the various types of leave available to employees and procedures for requesting time off.

Paid Time Off (PTO)

- **Non-exempt part-time** Part-time exempt or non-exempt employees are not eligible for any PTO Accrual
- **Non-exempt full-time** employees acquire .5 days of paid time off per pay period and may carry over 5 days of leave.
- **Exempt, full-time 10-month** employees accrue one (1) day of paid time off per pay period and may carry over 10 days of leave.
- **Exempt, full-time 12-month** employees accrue one (1) day of paid time off per pay period and may carry over 12 days of leave.

A day of PTO is based on the number of hours typically worked by the employee. PTO is charged in quarterly hourly increments (15-minute increments). PTO will not be approved for more than five (5) consecutive days unless verified by a doctor's note, in extreme emergencies, or as approved by the Executive Director. Further, PTO will not be approved to extend a holiday break.

PTO is accrued and may be carried over between contract periods (See [Unused PTO](#) below for more details). However, PTO may only be used when an employee is under an active offer letter/service agreement.

Unused PTO

Employees may carry over any unused PTO as noted below:

- Hourly Employees: 5 days may be carried over to the next year
- 10 Month Employees: 10 days may be carried over to the next year
- 12 Month Employees: 12 days may be carried over to the next year



Use of PTO During Breaks

Hourly employees may use PTO to cover non-student contact days during the school year. They may use PTO during non-student contact days from September 6th to June 8th. The following are non-student contact days.

Hourly Staff Non-Work Dates Where PTO Can Be Used:

- October 17th - 21st - Teacher Workshop + Conferences
- November 23rd-25th - Fall Break
- December 5th, 23rd-January 2nd - Winter Break
- March 10th - Teacher Workshop
- April 3rd-7th - Spring Break
- May 26th - Teacher Workshop

All staff work days, (including hourly staff) for non-student contact days.

- November 14th
- January 27th
- June 9th

How to Request PTO

- PTO planned/scheduled requests must be submitted as soon as possible and not later than one week (7 days) before the requested day of leave. See [How to Call In](#) for unplanned requests.
- Requests should be entered into the Kpay system, where the Executive Director will review and respond.
- Requests for two or more days of PTO must be submitted via the Kpay system two weeks (14 days) in advance.
- All staff are responsible for viewing the [Time Off calendar](#) before submitting their request. If more than three (3) employees are out on a given day, your request will likely be denied.
- Staff leave is recorded on the Time Off calendar for everyone..
- If someone is already scheduled to be out on the day you want to take off, please try to choose another day. The needs of the children, the class, and the school come first as the Executive Director reviews time off requests.
- Personal leave is granted on a first-come basis. Your request will likely be denied if someone in your area is already scheduled to be out.
- The School has sole discretion to grant or deny requests for leave based on operational needs. The foregoing is subject to other policies contained in this Handbook.
- Personal leave requests must be filled out within the Kpay system, including the area for the designated substitute(s) to cover your shift.

Time Off Calendar

All employees can view the [TRM Time Off](#) Google Calendar and are expected to review it when requesting time off. If there are three (3) or more employees marked as "OFF," your request will likely be denied; this calendar will show all employees who have requested planned PTO as "OFF" and all employees who have called in as "CALL



IN". Staff that are at a professional development will be marked as "PD". The administration will update this calendar in real-time as requests come in. This calendar can be easily viewed [HERE](#).

How to Call In

In the case of absence for illness or emergency outside of school hours, complete the following steps:

1. Email the Executive Director and the Executive Assistant.
2. Call the school and leave a message on the school's attendance line.

In the case of illness or emergency during school hours, complete the following steps:

3. Notify the teacher you work for about the issue.
4. Speak with the Executive Director or, when unavailable, the Executive Assistant.

On-Call

All employees are expected to be available by phone between 6:00 am and 6:30 am if additional employees or shift changes are necessary to accommodate employee absences.

Additional Notes on Leave

No personal leave (except approved FMLA) will be granted during the first six weeks or the last two weeks of the school year. These six weeks begin on the first day you report back to TRM and include the first two weeks of teacher workshop for Educational Assistants and Paraprofessionals; your first 6 weeks begin the first day you report to the building.

It is imperative for the children's adjustment that all employees are present every day during the beginning of school since Montessori education is based on building upon the knowledge learned. At this time, routines are established, separation anxiety is appeased, and children become acclimated to a new school year. During the first six (6) weeks/last two (2) weeks of school, leave will only be granted for emergencies or illnesses verified by a doctor's note and are at the sole discretion of the Executive Director.

Missed hours during the regularly contracted workday when students are present cannot be made up by coming in early or working late.

The foregoing is subject to other policies contained in this Handbook.

Bereavement

TRM understands that employees will sometimes need to be absent from school due to the death of a loved one. Since we all experience these types of situations, the School has established a bereavement policy to ensure that employees are afforded



fair and equal time off to attend to the matters associated with the death of a relative or close friend.

In the event of the death of an immediate family member, employees will be allowed three (3) days of paid leave. If bereavement extends beyond three (3) days and additional personal leave is unavailable, additional days not worked will be unpaid.

- Immediate family members are defined as spouses, parents, parents of spouse, children, siblings, grandparents, step-parents, step-children, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

In the event of the death of a non-immediate family member, employees will be granted one (1) day of paid leave.

- Non-immediate family members are defined as any individual not included in the aforementioned list.

Family Leave

Employees who have worked at least 12 months for Three Rivers Montessor and worked at least 1,250 hours in the 12-month period immediately preceding the leave are eligible for Family and Medical Leave (FML). Eligible employees will be allowed to take up to 12 weeks of unpaid leave during any rolling 12-month period. FMLA events may include:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
 - Qualifying Exigency is defined as: Short notice deployment activities, Military events and related activities, Childcare and school activities, Financial and legal arrangements, Counseling Activities, Rest and recuperation activities, Post deployment activities and/or Additional activities.

Additionally, a spouse, son, daughter, parent or next of kin (meaning the closest blood relative) is permitted to take up to 26 work weeks or leave in a single 12-month period to care for a member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The 26 work weeks is measured forward from the date the employee first takes caregiver leave. Any unused leave is forfeited. The "single 12-month period" for military



caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Documentation

Serious health conditions must be verified by medical certification by a doctor, stating that the illness is serious enough that the employee is (a) unable to perform his or her own job functions or (b) needed to care for the ill relative.

Employees are requested to apply for the leave at least 30 days prior to the leave, if possible, along with any doctor's statements necessary, or, if the leave is not foreseeable, as soon as practicable after the employee learns of the necessity for the leave. The employee's anticipated return-to-work date will be required when applying for the leave. Leave for birth or placement of a child must be concluded within 12 months of the birth or adoption. Three Rivers Montessori will grant intermittent leave or a reduced work schedule when medically necessary. This, too, shall require a statement from the employee's doctor.

A "fitness for duty" medical certification will be required before an employee can return to work at the end of the leave.

Benefits Handling

Three Rivers Montessori requires that any available Paid Time Off be used as part of the family and medical leave.

The employer share of the employee's health insurance premiums will continue to be paid by Three Rivers Montessori during the leave. Arrangements are to be made prior to beginning the leave regarding handling the employee's portion of the insurance premiums. If the employee elects not to return to work for reasons within the employee's control and the employee's premiums have not been paid, Three Rivers Montessori will recover the cost of those premiums from the employee.

Reinstatement

Staff must provide their supervisor with at least two weeks advance notice of the return-to-work date. Prior to returning from an FMLA leave for the employee's own serious health condition, the employee will be required to submit a written medical release to return to work. The release must be submitted within 15 calendar days of the school's request. Failure to provide the release may delay the employee's return to work or result in the termination of employment.

Following the leave, a returning employee will be reinstated to his/her former position or to a position with equivalent pay, benefits, and other conditions of employment, unless the employee would otherwise have been laid off during the leave.



Procedures

In order to be entitled to family and medical leave, the employee has met the obligations described throughout this policy, including:

1. Furnish, as promptly as possible, any medical certification, recertification, or fitness for duty certification when requested by Three Rivers Montessori. If an employee takes a leave for the serious health condition of the employee, or the employee's spouse, child, or parent, the employee will be required to submit a medical certification form within 15 calendar days of the school's request. Three Rivers Montessori may require a second and third opinion in certain cases. The employee may also be required to provide reasonable documentation or a statement of family relationship to support a request for family leave.
2. Consult with the Executive Director prior to scheduling leave where there is some flexibility as to the timing of the leave, so that work of the school will be disrupted as little as possible.
3. Report to the Executive Director every two weeks during the leave on status and intent to return to work. Staff who fail to return to work at the completion of the leave period are considered to have voluntarily resigned employment.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or
2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school



district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school-district may require the employee to continue taking leave until the end of the semester.

The entire period of leave taken under the special rules will be counted as leave. Three Rivers Montessori will continue to fulfill the school's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

Jury Duty

The School encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury if summoned. We request that you bring in a copy of your summons notice as soon as you receive it so we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The School will provide additional documentation in this regard, if necessary, to obtain such a postponement.

Jury duty can last from several days to several months or more. During this time, you will be considered on a leave of absence and entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call your supervisor periodically to keep them apprised of your status.

The School will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days you serve as a juror (or in accordance with applicable law, if different). If additional time is required, it will be granted but without pay.

Crime Victims and Witness Leave

TRM will allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, reasonable time off from work to attend criminal proceedings related to the victim's case. In addition, TRM will allow a victim of a violent crime, as well as the victim's spouse or immediate family members, reasonable time off from work to attend criminal proceedings related to the victim's case.

TRM will not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment, because the employee took reasonable time off from work to attend a criminal proceeding pursuant to this policy.



An employee who is absent from the workplace shall give 48 hours' advance notice unless impracticable or an emergency prevents the employee from doing so. Upon request the employee shall provide verification that supports the reason for being absent from the workplace. Employees may use their PTO or take unpaid time if no PTO is available.

Voting

The School encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The School, therefore, requests that employees schedule their voting for before or after their work shift. However, an employee who expects a conflict should notify their supervisor in advance so that schedules can be adjusted if necessary. Employees must do their best to coordinate the absence to minimize operational disruption. There is no pay deduction for exercising the right to vote according to this policy.

Military Service Leave

Employees serving in the reserve or National Guard may take unpaid military leave, as needed, to enable them to fulfill their obligations as reservists or Guard members. Employees may use accrued vacation or personal leave for this purpose.

Military Caregiver Leave

The federal Family Medical Leave Act (FMLA), as amended in 2008, allows an employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces with a serious illness or injury up to 26 weeks of unpaid leave within a twelve-month period to care for the injured or ill service member. An employee may not take more than 26 weeks of FMLA in a single 12-month period. (For example, if you take six (6) weeks of FMLA for your own illness or that of a family member, you may take no more than 20 weeks to care for an ill or injured service member.) Generally, you must give the School at least 30 days' notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA now provides for up to 12 weeks of unpaid leave within a 12-month period when an employee's spouse, son, daughter, or parent is on active duty in the National Guard or Reserves or has been notified of a pending call to active duty in support of a "contingency operation." This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

Family Military Leave To Attend Military Ceremonies

In addition, eligible employees who are the spouse, parent, legal guardian, child, grandparent, grandchild, sibling, or fiancé of a member of the United States armed



forces who has been ordered into active service in support of a war or other national emergency may take up to one day of unpaid military ceremonies leave each calendar year to attend a send-off or homecoming ceremony for the service member. This leave may be limited to the actual time necessary for the employee to attend the ceremony. Additionally, the school may deny the request for leave if it would unduly disrupt the operations of the school.

Employees must provide the school with as much notice as possible of the need for leave under this policy.

Workers Compensation/Injuries at Work

The School utilizes a comprehensive worker's compensation insurance program at no cost to the associates. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable state legal requirements, worker's compensation insurance provides benefits after a waiting period or, if hospitalized, immediate benefits.

In the event of an injury or illness at work, however minor it may appear at the time, the supervisor must be notified, and an incident report must be filed within 24 hours.

When an on-the-job injury or occupational illness causes an employee to seek medical attention or lose time from work, the employee must notify their supervisor so that, if appropriate, a claim for workers' compensation benefits can be filed.

When applicable, the School will pursue return-to-work programs that enable an employee to return to modified duty assignments. Workers' compensation may run concurrently with a medical leave if necessary. Employees must return to work unless the doctor states that the employee is unable to work. Absences due to work-related injuries where the employee does not provide the necessary physician documentation may count against an employee's attendance. Medical appointments for work-comp injuries and follow-up by physicians or other medical providers which the employee skips, misses, or chooses not to attend may be counted against the employee's attendance.

Policy for Breastfeeding Employees

TRM accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. Provided the accommodation does not cause undue hardship to the school. The school will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the



employees regularly scheduled compensated break, the lactation break time will also be paid.

For questions related to this policy, please contact your supervisor or human resources.

Holidays

- **Salaried Employees** - TRM is closed on several holidays throughout the year. These holidays are non-workdays. The dates fall within a salaried employee's normal pay week and are considered paid time for salaried staff. Holiday pay is not extra or over and above regular salary.
- **Hourly employees** - Hourly Employees that work 32 hours weekly, receive paid holidays in the amount of 8 hours or their regularly scheduled shift (that occur during the school year).

Holiday Schedule

New Year's Day (Observed on January 2, 2023)
Martin Luther King Jr Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (Observed on December 23, 2022)
Christmas Day (Observed on December 26, 2022)

Staff Expectations

Security Reminders

Employee Access

- Teachers are welcome to use the building on weeknights or weekends. Providing you turn off lights, ensure doors are locked behind you and care for equipment properly.
- Employees must track their building key fob and classroom keys. If either is lost, report it to the Administration immediately.
- Employees should not share or permit anyone else to use their assigned school keys.
- To request access to the building beyond regular hours, please work with your cooperating teacher or administration.



Building Security

- All doors are to remain locked throughout the school day; use of locking magnetic strips is required
- TRM provides all employees with an identification badge. All employees must wear their badges in a visible location on school property
- Each staff member has an obligation to stop strangers in the building; a safe and non-threatening way to approach a stranger is to ask, "May I help you?"
- Visitors must wear a visitors nametag; if you do not see one on an unidentified person in the building, direct them to the front desk to check in and receive a visitors nametag
- All students arriving at school after 8:10 am must report to the front and check in with the front desk
- All students who leave during the school day must be checked out through the front office; students will be requested to come to the front desk, or a staff member will retrieve them
- If a parent comes directly to your room, send them to the front desk for check-out

Office Hours

- The main office will be open Monday - Friday 7:00 am-3:30 pm.

Personal Property

We cannot assume responsibility for the loss or theft of employees' personal property. It is recommended that all personal valuables be locked up, out of sight, or on the employee's person at all times while on the School's premises. Articles lost or found on the School's premises should be reported or given to Administration immediately.

Due to the liability guidelines of our insurance carrier, Three Rivers Montessori will not accept responsibility for any personal property brought to school facilities or kept in classrooms. If any personal equipment or items are delivered or kept on premises that are not required for your job, you are responsible for the security of your own personal property.

In addition, it is common for teachers to bring personal items from home into the classroom for use by themselves or students. While we encourage employees to make their room comfortable, personal items must be clearly marked. Items brought from home we co-agree are donated and, if used or damaged, are not the responsibility of Three Rivers Montessori. If an employee is leaving employment with the school and wishes to leave personal items brought in, please discuss this with the Executive Director, who may be willing to provide a small reimbursement for these items if desirable for the school.



School Closings and Delays

TRM will typically follow ISD 728 Elk River Public Schools for school closings and delays due to emergencies or inclement weather. TRM may, however, deviate from ISD 728's decision to close, delay, or close early.

It is the employee's responsibility to check the School's operating status.

Of course, if you feel conditions are unsafe for you to come to school, you may elect to stay home. However, standard leave policies still apply. Employees must report their absences between 6:00 and 6:30 am and will be charged a day of leave or will not receive compensation for that day.

If the School opens late or closes early, the start time will be determined by our opening and closing times. For example, if the School has a two-hour delay, we will open at 10:10 am for all students. If the School closes two hours early, the pick-up time for all children is 12:30 pm. All employees must report no later than 15 minutes before opening.

School closings and delays are always announced on the school website, the school voicemail, and school social media accounts. Additionally, we utilize JMC to send out text message blasts along with email communications. Every teacher is automatically assigned in JMC. You may choose to opt-out of either program. Please note that standard text messaging rates apply from your carrier and the School is not responsible for any additional fees you may incur. Again, it is the employee's responsibility to verify the school's operating status during inclement weather.

If the School must close (or open) outside of ISD 728 Elk River Public Schools (e.g., if the power was out in the School's building), Administration will make all attempts to report it to news stations, as well as leave status messages on the school's voicemail and website.

If the school is closed more than three (3) days in a single school year, non-exempt employees will not be paid for these days unless they are made up over holidays or at the end of the school year.

Staff Attendance

Attendance Teachers (Licensed Staff and salaried FT employees)

When planning for an absence, enter the absence as soon as possible into Kpay along with details of the absence. If you require a substitute, please ensure you have followed all expectations as outlined in the leave policy.

- Prior approval is required for *professional development (PD)* absences. If the absence is due to a PD, the teacher will be responsible for coming back to the building if a substitute is not available. Please work with the administration to request a substitute with enough time in advance of the PD.



- Licensed Staff and salaried FT employees are expected to attend two evening Open House events and provided two evening conferences

Attendance Para's/EA's and Hourly Staff

Absences

When you know you will be absent, please report your absence in Kpay as soon as possible as this supports planning.

- In addition to reporting your absence to administration, it is best practice to inform any teachers you work with throughout the day that you will be absent so that they can prepare for any necessary changes.
- Prepare an updated schedule detailing groups of students you support, interventions and plans for each group/student you support, and recess/lunch duties with clear expectations.

Tardy

If a staff member is going to be late, they are expected to call the main office (763) 595-1213, and email the Executive Director and the Executive Assistant. This supports any changes to the coverage needed throughout the building. Hourly staff will clock in via Kpay when they arrive at TRM. An employee is tardy when they arrive late for their scheduled start time based on timeclock record. 5 minutes is grace period.

All staff must sign in and out at the front desk any time they leave or return to school grounds during their scheduled work day. Please include your destination (general destination is acceptable) as a courtesy to office staff who may need to contact you.

The requirement to sign in and out includes:

- Arriving Late
- Leaving Early
- Leaving and Returning during the day.

Student Attendance Procedures

We must take students' attendance every day using JMC. Student attendance should be completed between 8:00 am - 8:20 am. Attendance must be submitted no later than 8:20 am. Many times teachers may be asked to verify an absence either for truancy, hearings or for the parent who is sure they were in school on a day we marked them absent. If you get a call or a note from a parent, notify the Office Manager.

- Students who are tardy (after 8:00) must have a pass to be admitted to class.
- The attendance record is considered a legal document, please be accurate with your attendance submission as attendance reminders go out to families.



Staff Attendance

Licensed Staff and salaried FT employees are required to work two evening Open House events and two evening conference nights.

Staff Children

Three Rivers Montessori recognizes that we have many staff members who enroll their children at our school, and they may be present on school grounds at various times. It is important to remember that TRM is a fully operational public school setting throughout the year, and staff should make efforts to minimize disruption for all staff and students working and learning in the building throughout the year.

Staff Children Supervision Options:

1. Pathfinders Childcare program is for staff that is on the clock working for TRM.
2. Staff members provide supervision themselves when volunteering their time in the building and “not on the clock”.

At no time should a staff member leave their child(ren) unsupervised in the hallways, common spaces, classrooms, or office spaces. They should not ask or expect another staff member working on TRM time to supervise their child(ren), the Pathfinders Childcare Program provides supervision for staff children that are working on the clock.

Staff should never allow their children to access their keys, access, identification badge, or school computer or equipment as this presents a significant security risk.

Emergency Procedures

Crisis Team Duties

Executive Director and Admin Designee (Executive Assistant or Curriculum Coordinator)

- Point person for staff and parents
- Arrange for staff coverage if needed
- Coordinates efforts with emergency services if called
- Completes necessary reports and documentation
- Emergency procedures Manual Office Manager
- Checks building and supports with any alarms
- Prepares letter and attachment for parents/caregivers then hands off to Executive Director for signature and approval
- Arranges for distribution of materials to go home Social Worker
- Assesses the impact of crisis and debriefing needed for students and staff
- Prepares and distributes classroom debriefing materials
- Arranges for additional classroom debriefing facilitators if needed



During an emergency (ex. Severe weather, lockdown, etc.) it is important to act as quickly as possible. The following staff are members of our crisis management team. Directions given by these members during an emergency must be followed as they know the process.

- Executive Director
- Executive Assistant
- Curriculum Coordinator
- Office Manager
- School Social Worker

Mandated Reporting

Teachers, EA's, Paraprofessionals, Office Staff, and School Administrators are required to report suspected abuse, neglect, or maltreatment, to the responsible agency **verbally within 24 hours** and provide a **written report within 72 hours** (excluding holidays and weekends).

Definitions:

- **Physical Abuse:** Physical abuse is when a parent, guardian, or other person responsible for the child's care hurts a child causing any physical injury, other than by accident (this includes school staff)
- **Sexual Abuse:** Child sexual abuse is sexual conduct with a child by a person responsible for the child's care, or by a person who has a significant relationship to the child (this includes school staff)
- **Emotional Abuse:** This kind of abuse is the consistent or deliberate infliction of mental harm on a child by a person responsible for the child's care, that results in observable, sustained adverse effect on the child's physical, mental, or emotional development
- **Neglect:** With neglect, the most common form of maltreatment, the harm results from what the parent or caretaker fails to do to provide a child with needed care and protection; usually this is the failure to: supply the child with necessary food, clothing, shelter, medical or mental health care or appropriate supervision and/or to protect the child from conditions or actions that endanger the child

Who to Report to:

As government employees, we are occasionally put in the position to make a mandatory report to the county if we are informed of potential child abuse or neglect.

- The person who hears/sees the information is who makes the report. Your name is kept confidential.
- Anyone who reports in good faith is immune from any civil or criminal liability, and the reporter's name is confidential, accessible only by a court order.
- You are required to report even if you only suspect there might be abuse or neglect. This is not limited to outside of the school. If you witness any form of



impropriety or maltreatment while on TRM property, you are also required to report to the Executive Director, who may or may not advise you to also report to the County; ultimately, that decision will be up to you.

Helpful Information

The following information should be helpful to you if you need to contact the County.

Immediate Danger	Contact
<p>If you know or suspect that a child is in immediate danger (such as recent sexual assault or serious physical assault) or a child is abandoned, contact law enforcement (911) or the local police/Sheriff's department.</p>	<p>Elk River Police Department: (763) 635-1260</p> <p>Sherburne County Sheriff's Office: (763) 765-3800</p> <p>***Or appropriate Sheriff's office if in a neighboring county***</p>
No Immediate Danger	Contact
<p>Child Intake Line</p> <p>If you are unsure if you should make a report, call the intake line. Child protection staff can help you decide if a report should be made based on the information you provide. Call the county the child resides in.</p>	<p>Call: 763-765-4000 for Sherburne County Call: 612-348-3552 for Hennepin County Call: 763-682-7449 for Wright County Call: 763-324-1440 for Anoka County</p>
<p>Verbal Report (Sherburne County)</p> <p>Verbal reporting during business hours: 8:00 am - 4:30 pm.</p> <p>Verbal reports must be done within 24 hours of suspected abuse.</p> <p>*You must always follow up a verbal report with a written report (Sometimes, it helps to document the written report and then call with the verbal report for accuracy of details, keep in mind if you do this all must be done within 24 hours)</p>	<p>Call: 763-765-4000 and you may complete the online form</p> <p>https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79</p>
<p>Written Report</p>	<p>Suspected Abuse/Neglect Report</p>



*Must be done within 72 hours of initial report, or in combination with initial report	https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79
After Hours Verbal reporting after business hours: You will be routed to the appropriate location, typically the Sherburne County Sheriff's dispatch	Call: 763-765-4000 for Sherburne County Call: 612-348-3552 for Hennepin County Call: 763-682-7449 for Wright County Call: 763-324-1440 for Anoka County
Sherburne County Child Protection	Website https://www.co.sherburne.mn.us/500/Reporting-Abuse Physical Address 13880 Business Center Drive NW Suite 100 Elk River, MN 55330
Hennepin County Child Protection	Website: https://www.hennepin.us/childprotection Physical Address 525 Portland Ave S Minneapolis, MN 55415
Wright County Child Protection	Website: https://www.co.wright.mn.us/383/Child-Protection Physical Address 3650 Braddock Avenue NE Suite 2100 Buffalo, MN 55313
Anoka County Child Protection	Website: https://www.anokacountymn.gov/3099/Child-Protection-Child-Abuse Physical Address 2100 3rd Ave., Suite 500 Anoka, MN 55303
If you have questions you can always connect with out School Social Worker	Rebecca Tripp rebecca.tripp@threeriversmontessori.org

Key Information you will Need:

- Child's name and date of birth
- Child's present location
- Names, ages, and addresses of any siblings
- Parent/Caregiver's name and address



Note: You are responsible for making the phone call within 24 hours. If you need support in making a report please reach out to our school social worker or the Executive Director.

The following should be **reported directly** to the school social worker:

- Behavior precipitated by community violence
- Major family change (violence, illness, death, divorce)
- Physical abuse
- Runaway
- Suspected sexual abuse
- Self-endangering behavior or threats (suicide, etc.)
- Truancy
- Court Orders

While it is best practice to notify the Executive Director about reports you are making, ultimately it is up to you to determine if a report should be made and the Executive Director will relay this message if you have questions surrounding a suspicion you may have.

Health Referrals & School Nurse

Contracted School Nurse - Karla Ross

Navigate Care Consulting.

We currently have no health care aide on staff at TRM.

Minor Health Concerns

All minor health concerns should be handled in the classroom.

Intermediate Health Concerns

Students should be sent to the front desk if they have:

- Need prescription medications administered.
- Fever
- Vomiting
- Diarrhea
- Need to be sent home due to illness
- Have a serious medical injury requiring medical support outside the school (ie. they need to go to the hospital or urgent care)
- Excessively bleeding

Since we do not have dedicated staff to attend to injured or sick students most of the responsibility will lie on the classroom teachers, paraprofessionals, and EA's. If



sending students to the front desk, you must have a staff member escort the student or provide them with a pass.

All classrooms should be equipped with basic first aid supplies such as band-aids, ice packs, compresses, and other basic medical materials to aid in the event of any injury sustained while on school grounds.

Please note that NO medication should be administered to any student unless expressly authorized by the Executive Director in collaboration with a family's consent and medical documentation of necessity; this includes over-the-counter medication.

Suggestions for handling minor healthcare concerns in the classroom are:

- Try a drink of water for a stomach ache, using the bathroom, or waiting until after lunch; if available, breakfast may be offered.
- For headaches, try resting head on the desk and waiting to see if lunch helps.
- For small cuts (with no blood spill concern), dispense band-aids in the classroom.
- For minor nosebleeds, have student pinch nose with tissue and wash hands after.

Do not touch blood or bodily fluids. call or radio the front office to assist with clean up of any bodily fluids and try to keep students away from the incident. Follow all Bloodborne Pathogen safety requirements.

Classroom Management

First Six (6) Weeks of School

This section is to help you prepare for the arrival of students. It should also be used throughout the year to reflect on routines and procedures that need to be revisited and retaught after each break, and as you see expectations slipping. It includes a working list of some of the routines and procedures to be taught in the first weeks of school. **The list is a working list - meaning it is not an end-all-be-all list.** Add to it and share ideas with your teammates.

Intentions during the first weeks of school

The first few weeks of school should be used to set the tone for the entire year.

Main objectives include:

1. Create a classroom/building climate and tone of warmth, safety, and respect.
 - a. Make a specific plan for building classroom climate. What activities and routines will you be intentionally teaching?
 - b. Adults are purposeful in their modeling of expected behaviors, tone of voice, and interactions within the classroom.
2. Create a sense of community.



- a. Make a plan for students to make connections with the adults and peers within the classroom.
3. Reinforce that this is the students' space.
 - a. Introduce the shared responsibilities of the classroom.
 - b. Develop and implement a classroom chore routine and explain why chores lead to a sense of ownership within the learning space
4. Teach the schedule and routines of the work cycle and general school day and our expectations of behavior throughout the building and on the playground.
 - a. Cover the classroom Freedoms and Limitations.
 - a. Introduce work planners and/or journals.
 - b. Create clear instructions on how lessons and assignments will be carried out.

Use the checklist below to ensure you have procedures in place for each routine in your classroom.

- Entering the classroom at the beginning of the day
 - Entering the classroom late
 - Breakfast procedure in the Montessori classroom
 - Work cycle expectations and independent working protocols
 - What to bring to class to be prepared
 - How to ask a question
 - How to give an answer
 - What to do when you need supplies
 - Finding directions to an assignment or work task
 - What to do if you need help
 - What to do if the teacher, EA, or paraprofessional are busy or speaking to someone else
 - What to do if you were absent
 - How to work in a group
 - How and when to use the bathroom
 - What to do with things going home
 - How to turn in work or relay work done to your teacher
 - Returning to work after an interruption
 - What to do during a fire drill, lockdown drill, tornado drill, etc.
 - What to do during announcements
 - How to take care of each other as classmates and fellow humans
 - End of day procedures
 - Transition back to class after drills, recess, outings, or lunch
 - How to care for your school space - keeping it clean, being respectful of property
5. Introduce students to the physical environment and materials, remember that we may have students that are unfamiliar with the Montessori method of schooling and they may need some extra support.
 - a. Make sure expectations are clear on when materials can be used and by whom.
 - b. Demonstrate how to handle the materials, guided discoveries are encouraged.



6. Establish expectations about ways we learn together. Give an outline of where they can go to seek support or help with work
 - a. Teach students how to respond when learning is hard
 - b. Give an outline of where they can go to seek support or help with work
 - c. Begin to set up peer mediation and leadership roles

General Procedures to Discourage Rule Violation

- Be diligent and consistent in enforcing classroom and school-wide expectations with all students
- Use daily Grace and Courtesy lessons to cover all rules and expectations. Give students the opportunity to practice doing things correctly and how to redirect an inappropriate behavior
- Have a plan of action for consequences for certain rule violations that all adults/ and students have come to understand
- “Pre-correct” students, which means reminding them about school routines; for example you might say to a class: “Who can tell me what happens when our work cycle begins?” or “What do we need to do to ensure our learning space is ready for all of us to work?”
- Be prepared each day with an academic learning plan and ensure work cycle time expectations and protocols are clear
- Give clear instructions - say what you want the students to do, not what you don’t want them to do; for example, say “walk on the right side of the hallway.”
- Redirect student misbehavior while ensuring you maintain the integrity of student self worth and intrinsic motivation
- Use minor behavior infractions as teachable moments, such as quick lessons on how to walk in the hallway; allow for re-dos then praise the positive behavior

Classroom Normalization

The term normalization is a term borrowed from anthropology and means "becoming a contributing member of society" (Dr. Rita Shaefer Zener, 2006).

Normalization describes the process that occurs in the Montessori classroom, where students learn to focus and concentrate for sustained periods of time, while deriving self-satisfaction from their work.

There are three stages a child/student will go through towards normalization

1. The child does something because they want to.
2. The child does something because he/she is asked to do it.
3. The child does something because they know it is right.

Signs that normalization is happening.

- **Love of work** - The first characteristic of the process of normalization is love of work. Love of work includes the ability to choose work freely and to find serenity and joy in work. (The Absorbent Mind, p. 202)
- **Concentration** - To help such development, it is not enough to provide objects chosen at random, but we [teachers] have to organize a world of 'progressive interest'. (The Absorbent Mind, p. 206).



- **Self-discipline** - After concentration will come perseverance . . . It marks the beginning of yet another stage in character formation . . . It is the ability to carry through what he/she has begun.
- **Sociability** - The child comes to see that he must respect the work of others, not because someone has said he must, but because this is a reality that he meets in his daily experience. (The Absorbent Mind, p. 223).

At Three Rivers Montessori we support the development of the normalization process by

- Creating an environment that is structured to lead the child naturally and gracefully through the stages of normalization.
- Acknowledging that normalization can neither be forced or coerced.
- Recognizing that each of our students are unique individuals with a unique timeframe of development.
- Providing materials that help the child develop these necessary skills by presenting learning challenges incrementally. These materials offer the opportunity for repeated practice and have built-in self-correction (also known as “control of error”), the child learns to develop his focus and concentration as well as developing a curiosity for what comes next.
- Being a gentle, loving presence who uses positive guidance and redirection to help the child acquire independence

Communication Policies & Social Media Guidelines

Confidential Treatment of Records

Also see: Employee Confidentiality Agreement

Confidentiality is one of the most critical aspects of an educator’s job. Students and parents have a legal and ethical right to privacy. Three Rivers Montessori has a unique layout in that there is open space combined with an employee workspace; this means you must be highly aware of all conversations and information you share while in common areas. Any communication regarding students, families, or fellow employees should be held in private and secure locations and never be discussed in open and common areas. Please also be mindful of confidentiality when meeting with families. **We never use the name(s) of other students involved in incidents or reports to families, written or verbal.** In addition, we cannot give information about student behavior or consequences unless it is with a student and **their** family.

The Code of Minnesota requires that all parent and child information be confidential. Every employee has signed a confidentiality agreement that requires them to keep confidential all information shared with them about children and their families.

- Child information includes repeating information with other employees. Information meant for multiple employees will be disseminated from the office. Keep private and sensitive information to yourself.



- Child information includes any student work samples, data, or documentation. These should never be posted in common areas, left unattended in the classroom, office, or common space, or shared with anyone who does not work directly with the student and has an immediate need of the information to complete their work with the student.

You may sometimes question what information to share with parties, such as support workers (paras and EA's), front office staff, or the Executive Director. It is always best practice to see the Executive Director in this circumstance. They will guide you to the appropriate party that should be notified of confidential information; never go to another employee if they question it.

- In the event that a parent tells you information that you think other employees or the Administration may need to be aware of, ask the parent for permission to disseminate the information.
- If you feel the information is related to an emergency and the parent is not available to give permission, report it to the Executive Director.

Do not gossip about children or their families. Requests for access to a child's file should be referred to the Executive Director.

Below are some additional guidelines:

1. Consider what you would like to be said about you or your child. In what setting and with whom?
2. Consider what you would like to be said about yourself as a parent, in what setting, and with whom?
3. Confidentiality does not end when you leave the school building.
4. Do not share other students' names or information regarding their programs with parents during open houses, conferences, or informal conversations.
5. Information regarding specific students and programs should not be shared in the staff break locations or open spaces, out in the community, or in areas where other people can overhear a conversation.
6. Confidential information should not be shared with co-workers

Confidentiality With Student Records

Employees should also take precautions to maintain the confidentiality of student data. The front office and Executive director will shred any items that have student or staff names, IDs, or any other confidential information.

Items that contain the following must be shredded:

- Student Names
- Staff Names
- ID information
- IEP
- Medical Information
- Student Emergency forms
- Special Education (SpEd) memos



- Social Worker memos
- Student Data
- Staff Data

Do not place sensitive materials in your blue recycling bin or trash container as we contract our janitorial services and these bins are also emptied into a public dumpster outside.

Social Media

Three Rivers Montessori has a school Facebook page that is managed by administration. There are additional Facebook pages managed by outside stakeholders related to TRM. You may or may not have your personal social media accounts linked to TRM. **It is important to remember that you represent the school** if you are interacting with any social media page referencing TRM. Under no circumstances should student photos or information be posted on your personal social media account. All employees must receive approval from Administration before posting, commenting, etc., through these venues. If you mention or make known that you work for Three Rivers Montessori you become a representative of the school and should represent yourself in a manner that is conducive to proper school conduct.

Carefully read the policy below, and the School's other policies (including the School's Anti-Harassment/Non Discrimination Policy) and ensure your postings are consistent with these policies. Inappropriate postings related to TRM that may include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Additional Information on Personal Social Media Accounts

The School recognizes that its employees use social media. Be aware that regardless of personal privacy settings or access allowances, social media is public domain and is likely viewable by other individuals and organizations that have not been directly authorized by you. Posting photos of TRM'S students or personnel is strictly prohibited. **Any violation of this policy is grounds for immediate dismissal.**

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects students, or their families may result in disciplinary action up to and including termination. Never post any information or rumors that you know to be false.

In addition, express only your personal opinions. Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it



clear that your views do not represent those of the School, fellow employees, members, or people working on behalf of the School. If you do publish a blog or post online related to the work you do or subjects associated with the School, make it clear that you are not speaking on behalf of the School.

Finally, staff is not to use social media while on work time or on equipment the School provides unless it is work-related as authorized by Administration, consistent with School policy. Do not use School email addresses to register on social networks, blogs, or other online tools utilized for personal use. Additionally, employees are prohibited from “friending” or adding students and their family members on social media sites like Facebook, as well as social media apps like Instagram, Snapchat, etc. Further, do not initiate or accept social media “friend” requests from current or former students under the age of 18. Employees are prohibited from “friending” parents of current or prospective students due to the inherent conflicts of interest that may arise. **TRM employees are prohibited from using personal devices to text families regarding students.**

School Technology

TRM provides employees with various technological devices to assist in the duties of their jobs, e.g., record keeping, parent communication, photography, research, safety, supervision, etc. These devices include but are not limited to, computers, iPads, cameras, cell phones, etc. The School prohibits using these devices for any purposes other than those for which the School advises and instructs.

All employees must use these resources in a professional, ethical, and lawful manner. They are property of the School and cannot under any circumstances be removed from school property, except in an emergency according to School safety protocols and/or drills according to School safety protocols or if a teacher needs their computer for planning purposes.

School employee technology is intended for use by employees only. Any use of employee technology by anyone other than the employee is prohibited. Student use of student-purchased technology should be supervised by an employee at all times.

Employees have no right to or expectation of privacy concerning their use of the School’s devices. In addition, the School has the right to monitor, inspect, review, or access all forms of information created using the School’s resources (or otherwise transmitted to or through the School’s computers), including email and voicemail (even information that has been deleted, erased and/or destroyed).

Students should be limited to technology issued by the school. No personal devices are allowed to be out during the school day and this includes cell phones, tablets, video game systems, etc. If a parent wishes to get a hold of a student during the day, they are to call the front office, and communication efforts will be coordinated from there.



Photography & Recording of Students

Employees of the School are prohibited from taking photographs of children on personal recording and picture-taking devices, including personal cell phones. Pictures and videos may only be taken on school devices.

Parents provide the School with a release to photograph their child. Employees will be notified of any children who may not be photographed, videotaped, or posted on school social media. Please note releases may also include families who do not wish to have any personal information shared, and this would include written information about their child, which may affect classroom newsletters or classroom SeeSaw and other digital communication platforms. The signed release completed by families covers all video and photography for the entire year.

Other

Professional Learning Communities (PLCs)

Professional learning communities, or PLCs, are an integral part of the teaching and learning experience in any school setting. PLCs go a step beyond team planning meetings and serve to look at student data and how to remediate and provide individualized learning opportunities for each student based on the data at hand. Professional learning communities will be established at TRM with cohorts consisting of:

- K/1: Lead teachers and EAs
- E1: Lead teachers and EAs
- E2: Lead teachers and EAs
- Special Education: Case managers, the school social worker, and paraprofessionals

PLCs will meet twice a month, the 2nd and 4th Wednesday of each month, from 2:45 to 3:30 to analyze student data, identify any areas of concern or strength, and design Montessori instruction that meets the needs of struggling, on target, and excelling learners at Three Rivers Montessori. The Executive Director will provide the framework for PLC meetings and will ensure ample time for training and support is available for all PLC participants.

Copier Use

The copier is an essential tool to ensure staff has what they need each day. It is also important that the copier has some security given its open location in the building. Copier codes will be used going forward. Each employee will be assigned a copier code to use and will need to enter their copier code to access the copier and all of its



functions. You are to maintain and use your copier code and copier codes should not be shared with other staff members or those who are not employees of Three Rivers Montessori. Contracted staff will be provided with their own copier code(s) as necessary.

TRM staff and identified contracted staff working on TRM property are the only ones who should use the copier. If a guest needs a copy or something printed, they should see the Office Manager or Executive Assistant.

Pledge of Allegiance

State law requires that all public school students shall recite the pledge of allegiance to the flag of the United States of America one or more times each week. The law also allows any student or teacher to elect to not participate for personal reasons, and students must respect another person's right to make that choice. TRM does not currently have a PA system for announcements and therefore the pledge of allegiance will be facilitated by each individual teacher (or designated individual if the teacher abstains) every Monday morning upon the start of class.

Bathroom, Hallways & Shared Space Procedures

TRM is a community of learners. We take pride in our building and want to take advantage of using all of its space in a respectful way. We want our students to be aware that learning is taking place for everyone, all day and in all spaces. When using any shared space, please remember to clean up any trash, organize materials, and arrange the space as you found it.

Main Lobby

- The main lobby is where groups can gather, and students can access the school library.
- Keep in mind the Executive Assistant and Office Manager are also working in this area, so be mindful of volume when utilizing this space.

Lower Level Stairwell

- The nook in the lower level stairwell is the designated staff break room.
- Staff should take their scheduled breaks, including lunch breaks, in this area.
- Be aware that this is an open space and that families and students may hear your conversations, be mindful of how you are speaking about others in all common spaces.

Aspen and Palm

- The Aspen and Palm rooms are considered "open" and designated for student support.
- Please note the scheduled times for these spaces as noted at the entrance, at times our school social worker or special education department and contracted services may need this space for confidential work and meetings.
- These rooms are available to support all students and the best effort should be made to collaborate on sharing these spaces.



- In the event there are conflicting schedules with use of Aspen or Palm, please work with the Executive Director or the Executive Assistant on a resolution.

Playground and Outdoor Space

- The playground and outdoor space is an exciting destinations for our students and essential to our success as an environmental stewardship school.
- Playground rules should fall under three expectations:
 - Be safe
 - Be respectful
 - Have fun

Every interaction should fall under these three rules and infractions should as well, we will not develop a comprehensive list of all-encompassing rules beyond these three.

- Staff supporting the playground are required to spread themselves out and cover all four corners of the playground, the play equipment, and the center of the enclosed space to the best of their ability.
 - Staff should not congregate together, but rather be spread apart to ensure all students are being supervised and monitored appropriately.

Bathrooms and Hallways

- Any expectations set for our students should be followed by staff as well, this means if we are expecting no voices in the hallway for students, we should expect that of staff as well.
- At times classes will need to travel the hallways and utilize the common bathrooms in each classroom, as a Montessori school it is important our students see these spaces as their own.
- Staff should reiterate expectations for students while in the hallways and bathrooms and remind students why the expectations exist for each space.

Going Outs and Field Trips

Going Outs are an integral part of the Montessori educational experience and therefore should be planned with great care. Going outs are short outings which can be traveled to on foot and with the supervision of a licensed teacher. Any classes wishing to leave school property for a Going Out should plan ahead and receive proper authorization from the Executive Director; no other designee can approve Going Outs.

Field Trips are also a wonderful way for students to connect their learning to authentic experiences within our community. Field trips are planned events off of school property that require transportation, such as bussing. Field Trips should be requested through the Executive Director with the following considerations and information provided (some of these may also be considerations for Going Outs):

- Bussing needs
- Cost of the Field Trip, including any entrance fees
- Lunches and if they need to be provided by the school and a count of how many required
- Chaperones and others who will support the Field Trip (all chaperones must have a completed and clear background check before the field trip)



- Special Education support needs for the field trip
- Time frames you will leave and return to TRM the day of the field trip
- Medication needed for any students who are participating in a field trip and who will be responsible for holding and administering said medication
- Plan for students who will not be participating in the field trip

Announcements

On occasion announcements to staff or students will need to be made. Since TRM does not have a hardwired PA or announcement system, announcements will typically come classroom to classroom or via the TRM walkie system. The Executive Director and Executive Assistant will also occasionally send out announcements via email so it is important to check your inbox throughout the day. Announcements regarding specific students will be relayed directly to the classroom they are in. Any emergency announcements, such as lockdown drills, will be relayed over the radio/walkie system to initiate the proper steps and protocols.



Employee Acknowledgment

I have received my copy of the Three Rivers Montessori Employee Handbook, which outlines the policies, practices, and benefit guidelines of the School. I have read, understand and agree to operate under these policies contained in this handbook.

I understand that nothing in this handbook expresses or implies any contract or commitment to employment. Since the information in this handbook is necessarily subject to change as situations warrant, it is understood that changes in the handbook may supersede, revise, or eliminate one or more of the policies in this handbook.

Name [Please Print]

Employee's Signature and Date



TRM Enrollment Projection for 22'-23'

GRADE	2022-2023
KG	23
1st	32
2nd	29
3rd	28
4th	30
5th	16
6th	10
TOTAL	168

Grade	Accepted	Class A	Class B
Kindergarten	23	12	11
1st	36	15	17
Total Filled Seats	60	26	28
2nd	30	14	15
3rd	30	13	15
Total Filled Seats	60	27	30
4th	29	17	13
5th	17	8	8
6th	10	5	5
Total Filled Seats	56	30	26

Waitlist for 22'-23'



GRADE	Number of Students for 2022-2023
KG	37
1st	22
2nd	8
3rd	5
4th	0
5th	0
6th	0
TOTAL	72

OW Site Visit Report

Key Takeaways

- Environmental Education Plan
 - Naturally embedded into TRM Montessori lessons
 - Environmental Education Fair stood out as a great addition to EEP
 - Outdoor area connects to this plan in a natural and meaningful way
- Educational Programming
 - Noticed and appreciated child-centered classrooms
 - Learning environment is bright, engaging, and welcoming
 - Spaces are organized and accessible for all students
 - Montessori approach stronger in classes w/trained teachers
- Instruction and Assessment
 - Evidence of high level instruction and various methods of delivering instruction
 - Choice, self-pacing, and personalized learning evident
 - Students engaged and behavior management seemed proactive
 - PD is largely Montessori based but lacks clear vision and direction
- Special Education
 - Child study process clear and structured
 - Some montessori training of SPED staff evident but more training in general needed
 - Staffing issues strained this department and collaboration amongst departments affected
- Parent and Student Satisfaction
 - Students largely positive and they feel a sense of belonging
 - See the school as a community of support
 - Great appreciation for the fact they can work at their level and also feel challenged
- Due Process and Privacy
 - All students given opportunity to learn at their own level
 - Concern that curriculum is not as diverse as it could be, some students feel a lack of exposure to people that do not look like them
 - TRM should consider their approach to equity in practice to support LGBTQ+ and students of color

Special Education Update



- Case Manager Opening: Still posted and actively searching
- School Social Worker: Hired with a start date of 08/22/2022
- Behavior Interventionist: In final round interviews with 2 candidates
- Paraprofessionals: Still 5 openings posted and actively searching

Building Update



- TRM walls patched and sanded, ready for paint
- Painting hopefully set to get underway and complete by volunteers before students start
- New door installation and key fob system moving forward, waiting on glass and parts
 - Delay due to supply chain issues still affected by COVID
- Internally re-arranging and shifting things to make a more conducive learning environment in open spaces
 - More student centered items such as replacement of lobby table with school library, looking at wall hooks for bags and coats, more flexible seating options for students to utilize and feel comfortable in the open spaces when breaks may be needed

Staffing Update



Current Open Positions:

- K/1 Teacher - 1 position posted for an 08/22 start date
- Office Manager - 1 position posted for an immediate start date
- Food Service - 1 position for a food service aide, posted
- Social Worker - Hired, start date 08/22
- Behavior Interventionist - Final round interviews
- Paraprofessional - 5 positions, posted

July



Average of 13 Students per day

Numbers bounced back from the 4th of July holiday week and steady at around 13 students per day

Pathfinders Program



Pathfinders July Budget Update:

<u>Staffing Cost</u>	<u>Food Cost</u>	<u>Balances Owed and Employee Benefits</u>	<u>Fees Received</u>
-\$1,627.00	-\$143.19	-\$2,100.00	+\$7,380
Total: +\$3,509.81 Revenue Brought in through Pathfinders in June 61% increase in revenue over June			

Notice of Deficiency from OW



Notices from Osprey Wilds:

1. Improper behavior by a Three Rivers Montessori (TRM) employee and failure of the school to address issues in a timely manner to protect students.
2. Failure to conduct criminal background checks prior to employment in violation of MN Stat §123B.03, OW-TRM's contract Article VIII, Section 8.1 (b), as well as section IV. g of TRM's hiring policy.
3. Failure to provide a secure location for all students in a lockdown drill

Notice of Deficiency from OW



TRM Notes and Action:

1. Improper behavior by a Three Rivers Montessori (TRM) employee and failure of the school to address issues in a timely manner to protect students.
 - Investigation complete and TRM will include handbook sections relating to employee conduct and mandated reporting; including training
2. Failure to conduct criminal background checks prior to employment in violation of MN Stat §123B.03, OW-TRM's contract Article VIII, Section 8.1 (b), as well as section IV. g of TRM's hiring policy.
 - This section of the violation predates the interim director and the current director
 - Processes put in place to ensure all staff, volunteers, and vendors are background checked before they start any service on school grounds
3. Failure to provide a secure location for all students in a lockdown drill
 - TRM administration disagrees with this portion of the deficiency notice, Elk River PD confirmed that we are at liberty to lockdown in any fashion we see fit, that we did indeed provide a secure location for all students, and that we should actually be moving to Alert, Lockdown, Inform, Counter, and Evacuate; with evacuate being the most critical going forward
 - A.L.I.C.E. training being provided for all staff in collaboration with local law enforcement on August 31st



OSPREY WILDS • CHARTER SCHOOL DIVISION

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The authorizing mission of Osprey Wilds is to ensure quality academic and environmental literacy outcomes for Minnesota students through effective charter school authorizing.

August 5, 2022

Board of Directors
Chris Castagneri, Board Chair
Antonio Kuklok, Director
Three Rivers Montessori
17267 Yale Street Northwest
Elk River, MN 55330

Re: OW Site Visit Follow-Up

Dear Board of Directors and Antonio,

Thank you for hosting Jen Goepfert during her site visit to Three Rivers Montessori this spring. OW conducts site visits each year, and they are an important part of our authorizing work as they allow us to observe classrooms, attend board meetings, tour the facility, and spend time meeting with staff, parents, students, board members, and others with whom we don't normally have the opportunity to engage.

The information we gather from our visits helps inform the school's Academic, Environmental Education, Financial, and Operations Performance Evaluations, and ultimately the Renewal Performance Evaluation and charter renewal. As the school is entering its third operational year, this site visit feedback is intended to be more comprehensive than previous feedback letters and to inform planning for the upcoming year. Observations below are aligned to OW's performance evaluation frameworks, which can be found at our [website](#).

Environmental Education Indicator Area 6: Environmental Education Program

6.1 Curriculum and Instruction: Environmental education is integrated into the core curriculum or used as an integrating theme across the curriculum.

The Environmental Education approach is naturally embedded into Montessori lessons that center on stewardship, justice, and an innate respect for the earth and the world. The school just had an Environmental Education Fair and students shared some of their projects. They also have some outdoor space and have plans for a natural playground, a bee garden, and vegetable garden. The administration said this is an area they are continually working on growing.

Operations Indicator Area 1: Educational Program

1.1 Mission and Vision: Does the school demonstrate fidelity to the mission and vision outlined in the contract?

- **Classroom structure & materials:** Classes are multi-age and multi-level. Classrooms are set up as child-centered with tables for collaboration and flex spaces for learning with plenty of hands-on materials. The classrooms are rich in Montessori materials (ex: Golden Bead math manipulatives). Every classroom is designed according to the Montessori methods and as soon as you walk into a classroom, it is evident you are in a space that centers student exploration and encourages collaboration, individualized learning, and experiential learning. Classes are multi-age and multi-level, and students have opportunities for collaborating and learning in an environment that reflects the mission.

The learning environment at Three Rivers is bright, engaging, and welcoming. It is evident that students feel safe and comfortable in their environments, and they feel a sense of ownership of their learning spaces. Learning materials are organized and accessible on shelves and in spaces where students can help themselves. The walls are rich with discussion questions, student work, learning resources, and positive images and quotes. The classrooms have flex spaces for students to work in corners and on floors and at tables. Although students were moving and chatting in every classroom, the voice levels were low, and movement was not disruptive.

- **Montessori Method:** The Montessori approach is stronger and more evident in classes with trained teachers. In classes where teachers are fully trained, students were working at their own pace on their learning plans, were more focused during their work time, and were better able to explain what they were learning and why. In these classes, students were working in small groups with teachers or one-on-one in direct instruction to learn new concepts. Other students were engaged in independent practice on concepts they had been introduced to. Students worked at their own pace, in collaborative small groups of choice either at tables, on the floor, or at small desks. Students were expected to select learning activities and manage their own time to progress through their independent explorations and work plans. Students were allowed to move freely through the classroom and take breaks to meet their own needs and self-regulate.

In contrast, in classes with teachers who are not fully trained, students were more likely to be working in larger groups with teachers or paras with direct instruction, they were more likely to be all working on the same subject or concept with less choice or freedom in activities, their learning plans tended to be more teacher-directed, they were more likely to have assigned spaces or seats, and they were more likely to need behavior redirection.

- **Montessori Training:** There is a Montessori Curriculum Director who has been working to guide all staff through Montessori concepts and approaches. She holds meetings and training on Wednesday afternoons, and these trainings, while mandatory for support staff, are optional for teaching staff. Both teachers and the Curriculum Director said these meetings are poorly attended by licensed staff. Instead, teachers have been meeting on their own at the same time on Wednesdays as a way to collaborate, however, they admit they have not always been using this time well.

Even though not all staff members are formally trained in the Montessori method, they can clearly articulate the core values and explain the methodology of a Montessori approach.

The board recently passed a decision that all staff should be Montessori trained not later than this summer. They have secured some grant funding and have found a program for teachers. With the new board decision for Montessori training and a newly hired director, they are hoping that the Montessori approach will be stronger in all classes next year.

1.2 Instruction & Assessment: Does the school implement instructional and assessment programing that focuses on student achievement?

- **Rigorous instruction:** There is evidence of high-level instruction in small groups and 1-1 direct instruction. Independent assignments and explorations engaged students at multiple levels of Bloom's and pushed students to think critically, even in classes where teachers are not Montessori-trained. All students have the opportunity to complete "follow-ups" which are activities that further and deepen learning that can be completed when the "must-dos" on the work plan are complete. Most students were able to explain the objectives and goals of their learning and they were able to describe their processes, although they were more likely to be able to do so in Montessori-trained classrooms.

Choice, self-pacing, and personalized learning are evident as part of rigorous practice. In most classrooms, students were working at different paces with activities that met their level. For example, in one class, I saw several students working with geometry manipulatives alone and in small groups, one student writing a final version of a story project, two students working together with an alphabet activity, and one student working individually with math manipulatives. In the strongest classrooms, students can choose what they are working on and at what pace. Teachers and paras act as guides and help students manage time, make decisions, get back on track when they have trouble focusing, offer support and reinforce learning concepts, etc.

In some of the classrooms, a more teacher-centered approach is evident. In one class, half of the students were working with the teacher in direct instruction to learn a new

math concept while the rest of the students were all doing their independent practice on the same concept but in pairs, small groups, or individually. While students in this group were engaged in different ways, the whole class was working on the same concept. In another class, the teacher was working with a small group of students to plan a science project. The conversation and planning were largely teacher-led, with the teacher deciding what the project would look like and assigning tasks to each student, rather than working to guide the students to create the project on their own.

- **Student Engagement:** In all classrooms, almost all students were on task. Many students were able to describe where they were in their learning progression and articulate their learning objectives. There were some age-expected behaviors such as chatting and getting up for movement breaks. In some classes, students' ability to focus and self-direct their breaks was more evident. In other classes, students were off task, talking, or disengaged and were struggling to manage their work time. This was more evident in classes where teachers have not been Montessori trained. There were varying levels of student focus and engagement. Again, engagement was higher in classes with trained teachers.
- **Behavior Management:** Behavior management is positive, proactive and responsive and redirections were not disruptive to classroom learning. Students engaged in expected behaviors for a classroom that encourages collaboration and movement such as banter, chatter, and side-talk but there were very few behavior issues that interrupted student learning. When students were disengaged, they were often talking to peers who were also disengaged but overall, the behavior did not disrupt the larger learning environment.
- **Teacher Professional Development:** Professional Development is largely centered on Montessori as the staff has a lot of need for Montessori training. The Montessori Curriculum Director offers Montessori-focused training every Wednesday afternoon, however, as mentioned above, teachers are not taking advantage of the Wednesday sessions. Some teachers expressed frustration at the fact that they do not believe they are getting CEU credit for the Montessori training and this may be tied to their attendance at the Wednesday sessions. They have had some training this year for mindfulness, first aid, etc. but feel that they are not getting other training that they need for re-licensure.

The teachers do not have a formal Professional Development Plan (PDP) process, nor do they have Professional Learning Communities (PLCs) in place. Teachers have been meeting on Wednesdays to collaborate and look at academic data and curriculum, but

they admit that these meetings are not structured and often get used for nuts and bolts conversations and socializing. The staff could use some dedicated time for structured collaborative inquiry and more structured instructional coaching. One new teacher did say she was given a sub so she could go and observe her peers, which she found helpful.

Also of note, the school has had quite a bit of turnover since they opened two years ago, yet there is not a formal new teacher induction program in place. New teachers are mentored by the Montessori Curriculum Director, yet there is no formal mentoring or induction program to convey some of the basic information that a new teacher would need, such as how and where to find Fastbridge scores, how to use some of the software, where to find some materials, etc. This might be an area of consideration for the school.

- **Data Informed Instruction:** Teachers are using observational assessments, formative assessments and multiple means of summative assessments to track student progress and ensure students are being met where they are academically, guide them through their learning progressions, and make sure their curriculum is at their learning level. Students are engaged in self-assessment through their work plans.

There is a data collection program that has been introduced to the teachers called "Montessori Compass." This data management software is meant to help teachers track student progress and activities and give them suggestions for the next steps for individual student learning plans. The teachers are not using this program as they feel it is time-consuming and does not have enough of a return on investment to warrant getting better at using it. Instead, they are each taking notes on student progress on their own in notebooks or data spreadsheets. The Curriculum Director has trained them on the program, but it appears that teachers do not understand how useful the program is and/or have not figured out how to streamline the process so that it becomes useful. If they are going to continue to utilize this software, it may be beneficial to embed some data analysis using data from this software in a collaborative inquiry model.

1.4: Special Education: Does the school protect the rights of students with disabilities and implement a program that appropriately serves their needs?

- **Identification Process:** The Special Education teacher outlined a child study process that is clear and structured. Students are identified, parents are notified, and the student concerns are brought to the Special Education team. The team helps identify interventions and the General Ed staff is expected to implement and monitor the intervention plan for six weeks, during which time they collect data. If needed, the student is moved forward in the process of receiving Special Education designations and services in partnership with family and support staff when needed (examples: the school

psych., the OT, the speech therapist, etc.). Students' progress is monitored and formally discussed yearly in partnership with family and support staff. All data is managed in the SPECIAL EDUCATION Forms database.

- **Special Education Staff Training:** The Special Education staff has received some Montessori Training but has not received some of the job-related training that is required such as CPI. It will be important to work with the school's Special Education Director to ensure that Special Education staff are provided appropriate training for their roles.
- **Special Education and General Education Collaboration:** The Special Education staff feels very strained because of staffing issues this year, however they say they have been providing General Education teachers with IEP-at-a-glance and their modifications and goals. Some teachers have noted they have not seen any IEP information and so there appears to be a disconnect right now in communicating student needs between departments that may be tied to staffing problems and General Education staff turnover.

1.6 Parent & Student Satisfaction: Are parents and students satisfied with the school's educational program?

- **Student Interview:** Students were open to talking about their experiences and feelings about the school and the programming. They were largely positive and it is clear they feel that they have a sense of belonging and see the school as a community of support. They feel that the teachers, staff, and administration care about them and that they matter.

Students are clear on what is expected of them and feel that they are learning and growing in this community. One student interviewed has a strong Montessori background and he stated that he is learning more at Three Rivers than at any other Montessori school he has attended. Another student who joined this year with no Montessori background said teachers have made her transition to this approach smooth and students have been welcoming.

They expressed great appreciation for the fact that they are getting work that is at their level and that they are being challenged. Students say they feel that their culture is honored and affirmed by all staff and other students. It is clear they feel comfortable with self-advocacy and have a voice at the school.

4.2 Due Process & Privacy: Does the school honor due process and privacy of all students?

- **Student Identity and Inclusion:** All students are given opportunities to learn at their level and are given the tools, support, and resources they need to guide their individual growth and learning. The Montessori method is inherently equitable in that each student gets exactly what they need.

Some teachers have expressed a concern that the curriculum is not as diverse as it could be and they have noticed that some students have made comments that reveal a lack of exposure to people that do not look like them. There is very little diversity in the school itself. Several parents and community members have been vocally opposed to what they perceive as "CRT" and so teachers have expressed discomfort in approaching the topic of equity or talking about data, the work, the curriculum or systems through an equity lens. This is an area that the school will want to spend some time considering so they are ensuring they are equitable in practice, supporting their LGBTQ+ and Students of Color and also feeling supported by their community.

Thank you again for hosting OW's site visit. No specific action is required based on our site visit or this letter, and please let me know right away if there are questions or areas of clarification needed on any of this feedback. We hope this feedback supports a strong return to the FY23 school year!

Sincerely,

A handwritten signature in black ink, appearing to read 'Nalani McCutcheon', written in a cursive style.

Nalani McCutcheon
Associate Director of Charter School Authorizing
Osprey Wilds, Charter School Division

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The authorizing mission of Osprey Wilds is to ensure quality academic and environmental literacy outcomes for Minnesota students through effective charter school authorizing.

August 9, 2022

Three Rivers Montessori
Board of Directors
c/o Chris Castagneri
17267 Yale St NW
Elk River, MN 55330

Dear Board of Directors of Three Rivers Montessori and Chris,

This letter is a formal Notice of Deficiency – Intervention Level 2 – that outlines concerns Osprey Wilds Environmental Learning Center (Osprey Wilds or OW) has regarding Three Rivers Montessori (TRM).

A Level 2 Intervention is signaled as a result of “Significant failure to comply with applicable law or the conditions of the charter contract.” Should progress not be made in addressing the concerns identified below, Osprey Wilds will increase the intervention level as outlined in our “Range of Possible Interventions” (see attached). The board currently has an outstanding Notice of Concern – Intervention Level 1 – related to a failure to provide distance learning that was issued on October 15, 2021 that Osprey Wilds continues to monitor.

On June 30, 2022 Osprey Wilds received a written complaint alleging:

1. Improper behavior by a Three Rivers Montessori (TRM) employee and failure of the school to address issues in a timely manner to protect students.
2. Failure to conduct criminal background checks prior to employment in violation of MN Stat §123B.03, OW-TRM’s contract Article VIII, Section 8.1 (b), as well as section IV. g of TRM’s hiring policy.
3. Failure to provide a secure location for all students in a lockdown drill.

In accordance with its Grievance Policy (attached), Osprey Wilds determined that the allegations were related to violations of law and failure to protect students or uphold public interests. On July 1, 2022 OW issued a request to the school to conduct a reasonable inquiry for the purpose of verifying whether the allegations provide sufficient evidence to establish the alleged violations or improprieties.

On July 5, 2022 and July 18, 2022 the school provided the requested information. As a result, Osprey Wilds is requiring the following actions:

1. **Complaint:** Improper behavior by a Three Rivers Montessori (TRM) employee and failure of the school to address issues in a timely manner to protect students. ○ **TRM Response:**
 - The school provided a summary and timeline of TRM’s investigation into

concerns brought to the school regarding the employee alleged of improper behavior, including actions the school took in response to its investigations.

- In its response, TRM indicated its Executive Director, "...conferred with Elk River police department and forwarded these documents on as well. They are satisfied with all documentation and resolution of this issue."

○ **OW Review of TRM Response:**

- The summary and timeline provided by the school indicate the following: •
 - The school received a complaint from a parent on December 21, 2021. That same day and the next, the school conducted an investigation into the allegations.
 - The following day, December 22, the School Leader "provided discipline as determined appropriate" to the employee.
 - In May 2022, a classroom teacher escalated additional concerns about this employee. The School Leader conducted an investigation and "provided discipline as determined appropriate" to the employee.
 - On June 6, 2022 the employee was notified that their employee agreement would not be renewed for the 2022-23 school year due to "concerns of conduct" and "ability to perform his job duties." (The employee was also told they were expected to work until the end of the current school year on June 8.) On June 7, 2023 the employee was terminated for failing to remain on duty for the entirety of their scheduled shift.
- This timeline was verified in a report by the school's external Human Resources consultant, Kara Sime.
- In addition, the school may consider providing staff training on health adult-student relationships, setting appropriate boundaries, and addressing adult sexual misconduct in the school setting.

○ **Required Actions:**

- Please advise regarding what steps Three Rivers Montessori has taken already or plans to take in the future to address the concerns identified inappropriate boundaries and student grooming to ensure student safety.
- Three Rivers Montessori has updated their employee handbook and added the following sections:
 - Employee Conduct (Page 11): Staff will be aware of all physical contact with any student; generally, they should not initiate physical contact. Should a student initiate contact such as a hug, high five, or fist bump, staff may reciprocate if the contact is reasonable or necessary, such as in the case of an emergency
 - Kissing, picking up of children, lap sitting, and leaning on staff is strictly prohibited.
 - Staff will not share photos or pictures of a personal nature unless pre-approved by the director and in relation to a lesson or instructional strategy.
 - As mandated reporters, it is expected that any observation of impropriety will be brought to the attention of the

Executive Director as soon as possible; failure to report acts of impropriety may result in disciplinary action, up to and including termination.

All staff will complete mandatory review of the staff handbook, including this section on Monday, August 29th at 8am in person with the Executive Director, further, they will sign the employee handbook acknowledging their understanding of this section of the employee handbook, and the handbook in its entirety

- Provide verification (by training dates and/or correspondence) that all TRM staff members were provided training or notice of their responsibilities regarding their status as mandated reporters during the 2020-21 and 2021-22 school years. Also provide the training date(s) for the 2022-23 school year. Please provide both by **September 16, 2022**.

All staff will complete mandatory review of the staff handbook, including the section on Mandated Reporting on Monday, August 29th at 8am in person with the Executive Director, further, they will sign the employee handbook acknowledging their understanding of this section of the employee handbook, and the handbook in its entirety. The section to be covered is:

- TRM Handbook (page 29):

Mandated Reporting

Teachers, EA's, Paraprofessionals, Office Staff, and School Administrators are required to report suspected abuse, neglect, or maltreatment, to the responsible agency **verbally within 24 hours** and provide a **written report within 72 hours** (excluding holidays and weekends).

Definitions:

- **Physical Abuse:** Physical abuse is when a parent, guardian, or other person responsible for the child's care hurts a child causing any physical injury, other than by accident (this includes school staff)
- **Sexual Abuse:** Child sexual abuse is sexual conduct with a child by a person responsible for the child's care, or by a person who has a significant relationship to the child (this includes school staff)
- **Emotional Abuse:** This kind of abuse is the consistent or deliberate infliction of mental harm on a child by a person responsible for the child's care, that results in observable, sustained adverse effect on the child's physical, mental, or emotional development
- **Neglect:** With neglect, the most common form of maltreatment, the harm results from what the parent or caretaker fails to do to provide a child with needed care and protection; usually this is the failure to: supply the child with necessary food, clothing, shelter, medical or mental health care or appropriate supervision and/or to protect the child from conditions or actions that endanger the child

Who to Report to:

As government employees, we are occasionally put in the position to make a mandatory report to the county if we are informed of potential child abuse or neglect.

- The person who hears/sees the information is who makes the report. Your name is kept confidential.
- Anyone who reports in good faith is immune from any civil or criminal liability, and the reporter's name is confidential, accessible only by a court order.
- You are required to report even if you only suspect there might be abuse or neglect. This is not limited to outside of the school. If you witness any form of impropriety or maltreatment while on TRM property, you are also required to report to the Executive Director, who may or may not advise you to also report to the County; ultimately, that decision will be up to you. **(fragment here?)**

Helpful Information

The following information should be helpful to you if you need to contact the County.

Immediate Danger	Contact
<p>If you know or suspect that a child is in immediate danger (such as recent sexual assault or serious physical assault) or a child is abandoned, contact law enforcement (911) or the local police/Sheriff's department.</p>	<p>Elk River Police Department: (763) 635-1260</p> <p>Sherburne County Sheriff's Office: (763) 765-3800</p>
No Immediate Danger	Contact
<p>Child Intake Line</p> <p>If you are unsure if you should make a report, call the intake line. Child protection staff can help you decide if a report should be made based on the information you provide.</p>	<p>Call: 763-765-4000</p>
<p>Verbal Report</p> <p>Verbal reporting during business hours: 8:00 am - 4:30 pm.</p> <p>Verbal reports must be done within 24 hours of suspected abuse.</p> <p>*You must always follow up a verbal report with a written report (Sometimes, it helps to document the written report and then call with the verbal report for accuracy of details, keep in mind if you do this all must be done within 24 hours)</p>	<p>Call: 763-765-4000 and you may complete the online form</p> <p>https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79</p>
<p>Written Report</p>	<p>Suspected Abuse/Neglect Report</p>

*Must be done within 72 hours of initial report, or in combination with initial report	https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79
After Hours Verbal reporting after business hours: You will be routed to the appropriate location, typically the Sherburne County Sheriff's dispatch	Call: 763-765-4000
Sherburne County Child Protection	Website https://www.co.sherburne.mn.us/500/Reporting-Abuse Physical Address 13880 Business Center Drive NW Suite 100 Elk River, MN 55330
If you have questions you can always connect with our School Social Worker	(Contact TBD)

Key Information you will Need:

- Child's name and date of birth
- Child's present location
- Names, ages, and addresses of any siblings
- Parent/Caregiver's name and address

Note: You are responsible for making the phone call within 24 hours. If you need support in making a report please reach out to our school social worker or Antonio Kuklok, Executive Director.

The following should be **reported directly** to the school social worker:

- Behavior precipitated by community violence
- Major family change (violence, illness, death, divorce)
- Physical abuse
- Runaway
- Suspected sexual abuse
- Self-endangering behavior or threats (suicide, etc.)
- Truancy
- Court Orders

While it is best practice to notify the Executive Director about reports you are making, ultimately it is up to you to determine if a report should be made and the Executive Director will relay this message if you have questions surrounding a suspicion you may have.

Further, HR training on Mandated reporting will be provided by Kara Sime, Contracted HR Generalist on Thursday, September 1st, 2022 at 12:30pm on site at TRM. All staff are required to attend this training and will sign in and also have signed the staff handbook acknowledging their understanding and review of mandated reporting

2. **Complaint:** Failure to conduct criminal background checks prior to employment in violation of MN Stat §123B.03, OW-TRM's contract Article VIII, Section 8.1 (b), as well as section IV. g of TRM's hiring policy.

○ **TRM Response:**

- The school provided a report listing all employees running the Pathfinders Summer Program, the date on which a background check was obtained for each employee, whether there was a negative finding and if so what action was taken, and the date on which they began serving students.
- TRM also provided a report listing all employees of TRM since opening, the date on which a criminal background check was obtained, whether there was a negative finding and if so what action was taken, and the date on which they began serving students.

○ **OW Review of TRM Response:**

- The school verified that all employees working in the summer program had background checks obtained prior to student contact and there were no negative findings.
- Of the 64 staff who have been employed at the school since its opening, ten (15.6%) were allowed to have student contact prior to obtaining the findings from a background check. TRM was unable to provide evidence the school obtained background checks on three staff, two of which were permitted to have student contact. (None of the three still work at TRM, although one of the missing background checks is the employee referenced above.)
- TRM was unable to provide evidence of the school's annual notification for the 2021-2022 school year to parents about the school's hiring policy requiring a criminal history background check as required by MN §123B.03 Subd. 1 (e).

○ **Required Actions:**

- Going forward, ensure that the school has obtained a background check on all staff, service providers, board members, and volunteers prior to their first day of service at TRM. OW will verify this at each site visit.
- TRM must develop a clear and transparent background check policy that is implemented with fidelity no later than **September 16, 2022**. At a minimum, the procedures must identify who is subject to a background check (including staff, service providers, board members, and volunteers) as well as the process for obtaining background check information, how the school will use the data, clear criteria for considering a rejection due to a finding, relevant records retention policies, and how the school will dispose of data collected.
- In accordance with MN §123B.03 Subd. 1(e), at the beginning of each school year or when a student enrolls, TRM must notify parents and

guardians about the school's policy requiring a criminal history background check on employees and other individuals who provide services to the school, and identify those positions subject to a background check and the extent of the hiring authority's discretion in requiring a background check. The school may use the student handbook or similar communication as the vehicle for the annual notification. OW will verify this annually through its monitoring and oversight processes, including site visits, parent and student interviews, data submissions, and website reviews.

The same wording that appears in the employee handbook is also present in the family/student handbook each family receives before school starts, in this case, on Wednesday, August 31st, 2022. The handbook will also be posted to the website once board approved. When a new student enrolls they are provided with a copy of the family/student handbook which contains this information.

- The school must provide Osprey Wilds with an updated copy of the student and family handbook, which includes notification of the background check policy, no later than **September 16, 2022**.

Emailed to OW on:

- The board must ensure that the school has obtained a background check on all staff, service providers, board members, and volunteers prior to that staff beginning service at the school. The board must develop a mechanism to determine, on at least an annual basis, if the background check policy has been implemented with fidelity and that no staff, service providers, board members, or volunteers began at the school without first obtaining and clearing a background check by **September 16, 2022**.

3. **Complaint:** Failure to provide a secure location for all students in a lockdown drill. Specifically, the complainant noted that lockdown procedures required that some students were locked inside the classroom bathroom during lockdowns while others sheltered outside. The complainant was concerned about the inequality of this approach and its impact on students' mental health who were left to shelter outside the locked, windowless bathroom.

○ **TRM Response:**

- The school provided its lockdown procedures, including a map of lockdown locations, and dates on which lockdown drills were conducted during the 2021-2022 school year.
- TRM also described plans for improvement to the process for the upcoming 2022-23 school year. In an email dated July 18, 2022, the Executive Director indicated he had contacted the Elk River Police Department to perform a walkthrough of buildings and grounds on July 19. He held a pre-meeting with Detective David Williams and determined that all students will lockdown in one place in the room and these placements will be determined upon completion of the building walkthrough and recommendation from Detective Williams. The school will update the procedure for lockdowns in the staff and family handbooks. Elk River Police Department will provide lockdown and general safety and security training for all staff on August 31.

- **OW Review of TRM Response:**

- TRM indicated it conducted four lockdown drills during the 2021-22 school year, and all were during the second semester in 2022: March 11, March 21, March 25, and May 12. As a result, the school is in violation of MN §121A.035 which requires the school to conduct, "...at least five school lock-down drills, five school fire drills consistent with section 299F.30, and one tornado drill."

TRM has prescheduled these drills for the following dates during the 2022-2023 SY:

Lockdown Drill Dates
09/21/2022 - Soft Lockdown
10/25/2022 - Lockdown with Intruder
11/30/2022 - Soft Lockdown
02/09/2023 - Lockdown with Intruder
03/23/2022 - Lockdown with Intruder

Fire Drill Dates
09/27/2022
10/19/2022
11/15/2022
03/02/2023
04/06/2023

- In addition, the school should consider staging the drills throughout the school year so students, families, teachers, and staff are prepared for an emergency (rather than all within a two-month period at the end of the school year). The school may also consider expanding its policy to address multi-option responses (e.g. shelter-in-place protocol) and emergency scenarios outside the classroom environment (e.g. before and after school, recess, lunch passing time). Finally, TRM may also consider how its lockdown procedures are trauma-informed, including time for preparation, practice, and processing with trusted adults after a drill.

TRM will be implementing the A.L.I.C.E. protocol in collaboration with the Elk River Police Department and the Sherburne County Sheriff's Office. Half day (4 hour) training will be provided on Wednesday, August 31st for

staff by the Elk River Police Department. They will also attend at least one lock down drill to initiate practice of the A.L.I.C.E. protocol in a lockdown drill situation. The Elk River Police Department and Sherburne County Sheriff's Office will then provide ongoing yearly A.L.I.C.E. training for all TRM staff

o **Required Actions:**

- TRM must conduct the required number of drills in accordance with MN §121A.035. The school provided proposed dates for fire drills and lockdown drills during the 2022-23 school year; at this time the schedule does not include one required tornado drill. OW will verify the drills have been conducted through its monitoring and oversight processes, including site visits.

Tornado Drill will be conducted during Severe Weather Awareness Week (April 17th-21st) on April 18th per the Minnesota Department of Public Safety protocols for tornado drills

- TRM must provide OW with an updated copy of its lockdown procedures that includes the changes recommended by the Elk River Police Department no later than **September 16, 2022**.
- The school must provide Osprey Wilds with an updated copy of the staff and family handbooks that include revisions to the lockdown procedures no later than **September 16, 2022**.

Failure to take substantial board action in response to this Notice will result in escalation of intervention by Osprey Wilds consistent with Exhibit Q of the charter contract: "Range of Possible Interventions," including charter review.

This Notice of Deficiency will remain in force for at least one year following the point at which the school can verify that all staff, service providers, board members, and volunteers have background checks on file and longer if this status lapses at any point thereafter.

Please let me know what questions you have regarding this Notice of Deficiency.

Sincerely,



Erin E. Anderson
Director of Charter School Authorizing

cc: Antonio Kuklok, Executive Director, Three Rivers Montessori
Nalani McCutcheon, Associate Director of Charter School Authorizing

Exhibit Q: Range of Possible Interventions

Audubon Center of the North Woods Range of Possible Interventions		
If ACNW has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to comply with Applicable Law, or other requirements of this contract, ACNW shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and ACNW will implement these as it sees fit and at its sole discretion.		
Status	Caused by	Will result in
LEVEL ONE Notice of Concern	<p>Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means.</p> <p>Lack of progress towards meeting contractual goals.</p> <p>Failure to submit required documents on a timely basis.</p> <p>Failure to comply with applicable law or the conditions of the charter contract.</p> <p>Signs of poor financial health or management.</p>	<p>Letter from ACNW to the charter school's board of directors detailing areas of concern and action required to address concerns.</p> <p><i>and/or</i></p> <p>ACNW recommendation that the school develops a remediation plan.</p>
LEVEL TWO Notice of Deficiency	<p>Failure to meet multiple performance targets; or repeated failure to meet a single performance target.</p> <p>Significant failure to comply with applicable law or the conditions of the charter contract.</p> <p>Continued evidence of poor financial health or management.</p>	<p>Letter from ACNW to charter school board of directors detailing areas of deficiency and action required to address deficiency.</p> <p><i>and/or</i></p> <p>Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by ACNW.</p>
LEVEL THREE Notice of Probationary Status	<p>Continued failure to meet school targets or failure to meet objectives of a remediation plan.</p> <p>Continued failure to comply with the applicable law or the conditions of the charter contract.</p> <p>Severe concerns regarding the school's financial viability.</p>	<p>Letter from ACNW to charter school board of directors detailing reasons for probationary status and action required to address concerns.</p> <p><i>and/or</i></p> <p>Remediation plan imposed by ACNW.</p> <p><i>and/or</i></p> <p>ACNW may appoint staff or a consultant to monitor implementation of the remediation plan</p>
LEVEL FOUR Charter Review	<p>Failure to address the terms of Probationary Status.</p> <p>Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract.</p> <p>Severe and persistent concerns regarding the school's financial viability.</p>	<p>Consideration and decision by the ACNW Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.</p>
LEVEL FIVE Charter Revocation	<p>Charter Review results in recommendation to revoke.</p>	<p>Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.</p>

Osprey Wilds Environmental Learning Center
Charter School Division
Grievance Policy
As of 5/25/2016

This policy establishes the process by which Osprey Wilds will address complaints made about its authorized schools. Osprey Wilds seriously considers and reviews allegations of illegality or failure of schools to protect students or uphold public interests.

Process:

1. **Complaint Receipt.** The complaint must identify the complainant and provide a method of contact (such as a phone number or email address). Osprey Wilds will not investigate anonymous complaints. Osprey Wilds will acknowledge receipt of the complaint. At this point in the process, Osprey Wilds may inquire as to how the complainant attempted to resolve the grievance with the school prior to contacting Osprey Wilds (e.g., contacting the school's director, bringing the issue to the school's board).
2. **Allegation Determination.** Osprey Wilds will determine whether the allegations in the complaint are related to violations of law or failure to protect students or uphold public interests. If not, Osprey Wilds will provide a response to the complainant to explain as such and clarify Osprey Wilds' roles and responsibilities as an authorizer and the charter school-authorizer relationship.
3. **Reasonable Inquiry.** If Osprey Wilds determines that allegations are related to violations of law or failure to protect students or uphold public interests, Osprey Wilds will conduct a reasonable inquiry for the purpose of verifying whether the allegations provide sufficient evidence to establish the alleged violations or improprieties. The extent and manner of the reasonable inquiry is in Osprey Wilds' sole discretion.
4. **Required Action.** If the reasonable inquiry provides sufficient evidence to establish the alleged violations or improprieties, Osprey Wilds will notify the school and require action as necessary and appropriate in Osprey Wilds' sole discretion.
5. **Osprey Wilds Response.** Although the length of the reasonable inquiry will vary depending upon the scope, complexity, and specificity of the complaint at issue, Osprey Wilds will strive to respond to the complainant in writing within thirty days of receipt of the complaint (if a response was not previously provided in step #2). If circumstances warrant, Osprey Wilds may require additional time to provide such a response, in which case it will generally advise the complainant.

Osprey Wilds Environmental Learning Center
Three Rivers Montessori
2022-23 School Year Authorizing Activities

Primary Contact: Emily Edstrom Moore
Authorizing Specialist - Academics
(612) 331-4181
edstrommoore@ospreywilds.org

The following is a summary of expected oversight and monitoring activities for your school for the current school year. Osprey Wilds may conduct further activities, with or without notice as deemed necessary to fulfill our authorizing responsibilities, consistent with the charter contract and MN statutes. Information gathered through these activities will help inform the annual Osprey Wilds performance evaluations and charter renewal decisions. For more information about our oversight activities, please [visit our website](#).

Osprey Wilds Oversight Activities

- Monthly review of board meeting documents (agenda, packet, minutes, financials)
- Attendance at approximately three board meetings
- Approximately two site visits, and additional site visits as needed
- Monitor Epicenter compliance task completion (on-time rate)
- Monitor the school's Safe Learning Plan
- Monitor progress on the Notice of Concern issued by Osprey Wilds on 10/15/21

Site visits: Site visits will take place in-person for as long as in-person schooling continues. (All OW evaluators are fully vaccinated against Covid-19 and will mask.) However, we will continue to monitor conditions related to Covid-19 and distance learning and may conduct some virtual site visits as needed.

Board meeting observations: When streaming or remote observation is available, OW evaluators will conduct board meeting evaluations virtually. Should the school hold on-site meetings, OW expects schools in greater Minnesota to use the conference speaker and webcam OW sent during the 2019-20 school year to enable the observer to hear and see all board members.

Osprey Wilds Feedback and Evaluation

- Site visit feedback letter(s)
- Annual budget review
- Completed board meeting observation form(s) and immediate feedback during formal board meeting observations
- Periodic feedback on board meeting and packet reviews
- Annual performance evaluations, including:
 - Academic
 - Financial

School Responsibilities

- As requested, provide a complete board packet prior to any meetings that Osprey Wilds staff will attend when it is sent to the full Board.
- Satisfy Epicenter compliance tasks accurately and on time.
- Notify Osprey Wilds of significant changes at the school that relate to the charter contract.
- Implement requirements related to the Notice of Concern issued by Osprey Wilds on 10/15/21.
- Implement requirements related to any intervention or other notice that Osprey Wilds may issue during the school year.
- Ensure all formal communications from Osprey Wilds are included in the next board meeting packets and are on the agenda for board discussion and action as needed.
- Per Section 6.20 of the school's contract, notify OW via an updated board roster of any resignations or additions to its School Board within ten business days of such a change.
- The school also is required to inform OW of any special and emergency meetings at the same time as notice is provided to board members and the public. This responsibility also extends to notification of changes in the normal board meeting schedule.
- Notify OW if the school is changing learning modes. This notification should be provided at the same time the school community is notified.
- Per Section 6.7 of the school's contract, provide student assessment and school performance data via the annual academic data request and FY22 Annual Report, and submit to OW by the indicated deadline.

COVID-19 Safety Plans

2022-2023



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Get tested for COVID-19 today [Error! Bookmark not defined.](#)

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Roll up your sleeves, Minnesota!

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Three Rivers Montessori

17267 Yale St NW | Elk River, MN 55330

(763) 595-1213 | www.threeriversmontessori.org

Covid-19 Coordinator – Antonio Kuklok, Executive
Director

Updated Information

In response to increased demand for COVID-19 tests in the State, additional testing sites have opened. Please see link below for additional information

[COVID-19 testing Information at Minnesota Department of Health](#)

Additional testing options

There are many other places that offer COVID-19 testing in the Twin Cities metro and across the state.

Visit [Find Testing Locations](#) to search for more testing options near you, like pharmacies, state-run community sites, and local public health. Free at-home tests can be ordered at [Vault Health: no-cost at-home tests for all Minnesotans](#)

Roll up your sleeves, Minnesota!

Everyone age 12 and older who has been fully vaccinated against COVID-19 should get a booster shot when they are eligible. Timing depends on which vaccine you received initially. Visit [Minnesota COVID-19 Response – vaccine booster shots](#) to learn about when you should get your booster, and how to find a shot near you.

Kids Deserve a Shot! Minnesota families who get their child 5-11 years old fully vaccinated in January and February can get a \$200 Visa gift card. Visit [Minnesota Vaccine Rewards](#) to learn about this new incentive program.

Three Rivers Montessori Student Quarantine Procedures

Posted: August 31, 2022

	My child tested POSITIVE for COVID-19	My child has SYMPTOMS of COVID-19	My child was identified as a CLOSE CONTACT
Is my child required to quarantine?	Yes, even if they are vaccinated against COVID-19	No, test and monitor symptoms	Unvaccinated K-12 students are strongly encouraged to quarantine but not required Vaccinated K-12 students do not need to quarantine
How long does my child need to quarantine?	5 days	N/A	Unvaccinated K-12 students: 5 full days if quarantining
When does their quarantine start?	If they have symptoms, quarantine starts the day AFTER symptoms appeared If they do not have symptoms, quarantine starts the day AFTER they take the COVID-19 test	N/A	If you decide to Quarantine, quarantine starts the day AFTER the date that your child was exposed
When can my child return to school?	IF they have no new or worsening symptoms AND they have not had a fever in the past 24 hours (without using fever-reducing medication) THEN your child may return on Day 6	Students who test negative must submit proof of their test result to the school COVID-19 Coordinator. The student may return to school IF they have no new or worsening symptoms AND have not had a fever for 24 hours without the use of fever-reducing medication Students who do not get tested may return to school if they have not had a fever for 24 hours without the use of fever-reducing medication	Students whose families choose to quarantine them can return to school on Day 6 or when they are comfortable
Can I choose to quarantine my child?	Quarantine is required for students who test positive	Quarantine may be chosen for students who have symptoms of COVID-19; children must be fever free for at least 24 hours before returning to school	Families of unvaccinated students in K-12 may choose to quarantine their child by reporting the quarantine to the main school office 763-595-1213
I sent my child back to school. Why were they sent home	Schools may send a student home if they return to school before their quarantine is over OR if the student has not met the requirements for their return OR if the student is showing symptoms of COVID-19	Schools may send a student if the student is showing severe symptoms of COVID-19 such as a fever or vomiting.	Schools may send a student if the student is showing severe symptoms of COVID-19 such as a fever or vomiting.
Where can I find testing?	Minnesota Testing Locations: Click here for a list of free testing locations across Minnesota. Free Vault Test Kits: Minnesota has partnered with Vault to deliver free at-home test kits to Minnesota residents. Click here to order a free at-home test kit. Federal Test Kits: The federal government is now offering up to 4 free at-home COVID-19 test kits for Americans. Click here to sign up to receive your kits.	Minnesota Testing Locations: Click here for a list of free testing locations across Minnesota. Free Vault Test Kits: Minnesota has partnered with Vault to deliver free at-home test kits to Minnesota residents. Click here to order a free at-home test kit. Federal Test Kits: The federal government is now offering up to 4 free at-home COVID-19 test kits for Americans. Click here to sign up to receive your kits.	Minnesota Testing Locations: Click here for a list of free testing locations across Minnesota. Free Vault Test Kits: Minnesota has partnered with Vault to deliver free at-home test kits to Minnesota residents. Click here to order a free at-home test kit. Federal Test Kits: The federal government is now offering up to 4 free at-home COVID-19 test kits for Americans. Click here to sign up to receive your kits.

Three Rivers Montessori Staff Quarantine Procedures

Posted: August 31, 2022

	Staff tested POSITIVE for COVID-19	Staff has SYMPTOMS of COVID-19	Staff identified as a CLOSE CONTACT
Am I required to quarantine?	Yes, even if they are vaccinated against COVID-19	Staff who have symptoms of COVID-19 should get tested to confirm if it is COVID-19 and should stay home if they test positive; if they test negative they should report to work if able	Vaccinated and Unvaccinated staff are strongly encouraged to self-monitor when informed that he/she is a close contact You should self-monitor for any symptoms of COVID-19 and get tested after 5 days Staff with close contact are not required to quarantine
How long do I need to quarantine?	5 full days – First full day is the day after tested positive.	Until they get a negative COVID-19 test result	Quarantine is not necessary. We ask that staff self-monitor for any symptoms of COVID-19 and get tested after 5 days
When does quarantine start?	If they have symptoms, quarantine starts the day AFTER symptoms appeared If they do <u>not</u> have symptoms, quarantine starts the day AFTER they take the COVID-19 test	If staff test positive for COVID-19, quarantine starts the day AFTER symptoms appear	Quarantine is not necessary. We ask that staff self-monitor for any symptoms of COVID-19 and get tested after 5 days
When can I return to school?	IF you have no new or worsening symptoms AND you have not had a fever in the past 24 hours (without using fever-reducing medication) THEN you return on Day 6	Staff who test negative should submit proof of their test result to the COVID-19 Coordinator; the staff may return to school IF they have no new or worsening symptoms AND have not had a fever for 24 hours without the use of fever-reducing medication.	Stay in school unless symptoms of COVID 19 appear and/or tested positive for COVID 19

Please be aware that procedures for Three Rivers Montessori may be different than those of our neighboring districts.

As of August 31st, 2022, if your child is or was recently identified as a close contact of a lab-confirmed positive case of COVID-19:

- Parents/guardians will be notified that their child was a close contact.
- Families should monitor their child for any symptoms of COVID-19 at all times, but they are encouraged to be especially vigilant if their child is identified as a close contact.
- Families should monitor their child for any symptoms of COVID-19 at all times, but they are encouraged to be especially vigilant if their child is identified as a close contact
- Students will be sent home if they show extreme symptoms of COVID-19 such as a fever or vomiting. All teachers, staff, and students and their parents should do a self-assessment of health each morning before arriving at school. As with any student situation, we rely on honest dialogue between the school and the family to make the best decisions for all.

People with COVID-19 have had a wide range of symptoms reported, ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus.

All teachers, staff, and students and their parents should do a self-assessment of health each morning before arriving at school. As with any student situation, we rely on honest dialogue between the school and the family to make the best decisions for all.

If your child has ANY of the following symptoms, they must not attend school or activities and should consider getting a COVID-19 test:

- Fever of 100.4 or higher (Daily home temperature check required)
- Severe cough or a cough that gets worse
- Difficulty breathing
- New loss of taste or smell
- Sore throat
- Nausea
- Vomiting
- Diarrhea
- Chills
- Muscle pain
- Excessive fatigue or feeling very tired
- New severe (very bad) headache

Please call your medical provider for any other symptoms that are severe or concerning to you.

Students in kindergarten through 6th grade who were previously identified as close contacts AND have no symptoms of COVID -19 may attend school as regularly scheduled.

Executive Summary

The contents of the COVID-19 Safety Plan were developed by the Executive Director with guidance from the Minnesota Department of Education (MDE), Minnesota Department of Health (MDH) and the Centers for Disease Control (CDC). The plan outlines COVID-19 protocols that Three Rivers Montessori (TRM) has decided to take.

Although the official executive orders issued by Minnesota Governor Tim Walz have all been canceled, TRM will continue to plan for COVID-19 occurrences while in operation. This plan may be changed or modified based on any additional changes or modifications to any executive orders or other guidance that may be announced.

TRM's key strategies to provide a safe and healthy work environment include:

1. Maintaining the COVID-19 safety plans
2. Maintaining the CDC and MDH guidelines.
3. Disinfecting work surfaces and using hand sanitizers. Supplies have been ordered for use for staff and students.

These strategies are best practices we know of today. We will modify our strategies as time goes on and the situation changes



Antonio Kuklok
COVID-19 Coordinator
antonio.kuklok@threeriversmontessori.org
763-595-1213

The COVID-19 Coordinator is Antonio Kuklok. Please report information to the COVID 19 coordinator the following
(list is a sample of information to be reported):

- Staff reporting symptoms of COVID 19
 - Staff having been tested Positive for COVID 19
 - Staff having been exposed to a COVID 19 positive individual (follow guidelines as definition)
 - Concerns regarding COVID 19 safety and health issues
- Information that is shared with the COVID 19 Coordinator related to personnel will remain confidential.

Face Masks and Face Shields

Face coverings at TRM are optional and at the discretion of each employee, student, and family member. IN certain circumstances the use of a mask may not be reasonable and all safe and alternative accommodations will be suitable for optional masking at TRM. All TRM employees, students, and families have the right to live free from discrimination. The Minnesota Human Rights Act prohibits discrimination in public places, including places of employment and schools. This includes discrimination or harassment due to masking choices.

Social Distancing

There are currently no physical distancing requirements in school buildings or on transportation. However, promoting social distancing will occur to the fullest extent possible. Students at TRM are already in classroom cohorts and this allows for less co-mingling amongst the entire student body. In classrooms it is recommended that there is a minimum of 3 feet distance between gathering areas if possible.

Health Related Plans

Health Office

All parent(s)/guardian(s) should receive and complete an annual Health Update Form for their students should there be any changes in their health. Students with health conditions will be flagged in JMC and operations will share with staff on a need to know basis. Inform operations of any new student health condition that is not noted and other health forms such as immunization records, doctor orders, allergies, etc.

COVID-19 Health Office Plans

The “Health Office” is available to students that may not be feeling well. Students exhibiting any severe COVID-19 symptoms will be asked to wait in a designated area in the front lobby, and operations staff will make a phone call home for parent(s)/guardian(s) to pick up their student as soon as possible. Surfaces will be cleaned and sanitized daily.

- Severe Symptoms of COVID-19 include: Persistent and heavy cough or shortness of breath, fever (100.4°F or higher) or feeling feverish, chills, fatigue muscle pain, sore throat, headache, congestion, loss of sense of smell or taste, and gastrointestinal symptoms of diarrhea, vomiting, or nausea.

Important Definitions from the Minnesota Department of Health:

- Self-monitoring = monitoring yourself carefully for any symptoms. Everyone is encouraged to do this on a regular basis
- Self-isolation = you are actively exhibiting symptoms consistent with COVID-19 and should be at home, preventing the spread of COVID-19 to others
- A fever is defined as 100.4° and higher
- Lab diagnosed/confirmed = the individual had a lab confirmed positive test for COVID-19

Every situation is different and will present varying guidelines. As a general rule:

- People who have been in close contact with someone who tested positive for COVID-19 or COVID-19 symptoms should contact their healthcare provider and get a COVID-19 test within 3-5 days of initial contact.
- People who test positive for COVID-19 or have COVID-19 symptoms should contact their healthcare provider (if they haven't already) and should stay home for at least 5 days from the start of symptoms. Symptoms must be improving prior to returning AND fever must be resolved for at least 24 hours without the aid of medication. Close contacts, including household members, should consult their health care provider, monitor for symptoms and test for COVID-19.
- Documentation of a negative COVID-19 test or a letter certifying release from isolation is not required but TRM asks that all staff are honest with results as this is confidential information shared only with the COVID-19 Coordinator.
- In general, people who do not have symptoms are typically not tested for COVID-19 unless they have factors that put them at increased risk for developing COVID-19. There are instances, such as a setting where an outbreak is occurring, where local public health or MDH may recommend otherwise.

COVID-19 Positive Cases Reporting

Per Minnesota Rule 4605.7070 schools must continue to monitor for influenza-like illness and positive COVID-19 cases and report positive cases to MDH.

TRM is required to report all positive COVID-19 cases, both students and staff, to MDH via the red line report.

All families are required to continue to report illness to their school's attendance line if their child is ill, tests positive for COVID-19, has COVID-like symptoms, lives with someone in the household who has COVID-like symptoms or who tests positive. Staff are required to continue to report illness to their supervisor.

Isolation and Quarantine

What if someone at work has tested positive for COVID-19? Refer to MDH's Decision Tree Guidance in **Appendix C – COVID-19 Decision Tree**.

Students and staff who test positive for COVID-19 are required to stay home and isolate following the MDH Decision Tree Guidance.

Students and staff who live with someone who tests positive and cannot be completely isolated from the rest of the family, may stay home and quarantine following the MDH decision tree guidance.

Schools will continue to alert families and staff if there is a positive case in the classroom and if their student/the staff member is exposed to COVID-19.

Students/staff in close contact to a positive case will NOT be required to quarantine. We recommend families and staff monitor students/themselves for symptoms and test after exposure.

Mitigation Procedures

At School

If a positive case is reported to the school, the school will:

- Report to MDH via the red line report
- Positive case is excluded and isolated for a minimum of 5 days from test or start of symptoms, if present (whichever is earlier). *Individuals should also be feeling better and not have a fever in the past 24 hours.*
- The school will attempt to notify whole classrooms of a positive case, but not individually trace. *Students/staff should monitor for symptoms but will not have a mandated quarantine.*

If there is someone exhibiting symptoms of COVID-19 in school:

- The individual will mask and go directly to the designated isolation area at the front of the school to be assessed and await pick-up, if indicated (or drive home if well enough)
- Household members in school should also go home if the positive individual cannot fully isolate in the home

The TRM school isolation area is:

- Located in a semi-private space away from others
- Staffed by a trained person with appropriate PPE while assessing and cleaning the space
- Used to assess the individual for signs and symptoms
- Staffed to document findings and create letters home with information and return dates (if indicated) and keep a copy for records and tracking
- Responsible for contacting parent/family to pick up (if truly indicated per decision tree)
- Clean and surfaces used are disinfected after they isolated individual leaves

At Home

If the positive individual can fully isolate in the home, household members do not need to quarantine but they should monitor for symptoms.

- If the positive individual cannot fully isolate, household members should quarantine 5 days after the last contact with the positive individual
- Quarantine is not necessary if they are asymptomatic and vaccinated OR has had a positive test in the last 90 days
- Quarantine is not necessary if the positive individual and “close contact” were both masked while together

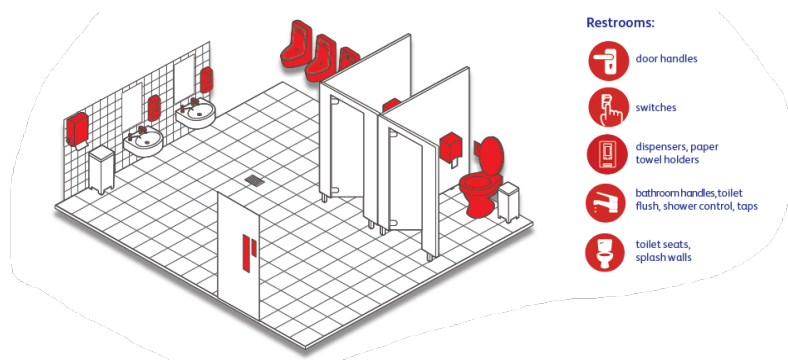
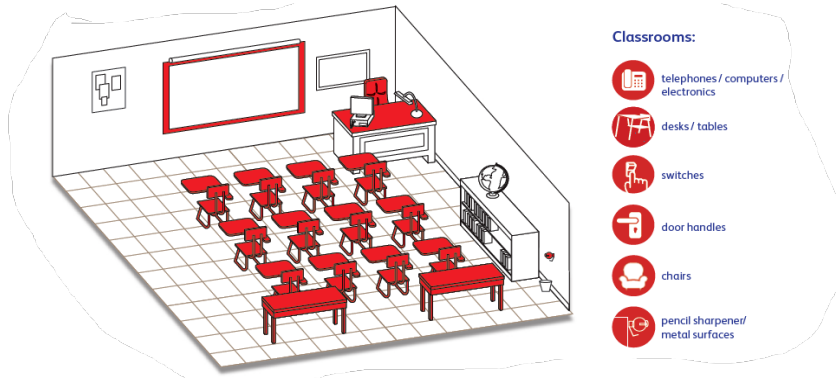
Program Area Work Zones

Shared Equipment

When using shared equipment such as printers, copiers, keyboards, etc., do not use sanitizer directly on the equipment because it will cause damage. Always use hand sanitizer after touching shared equipment.

Frequently Touched Areas

These areas will be disinfected daily.



PPE In the Classroom

TRM will provide each classroom personal protective equipment (PPE) to be readily available and used by staff and students.

A PPE bin will contain: additional face masks, hand sanitizer, sanitizing spray, paper towel roll, and face shields.

Students should not be asked to use any chemicals to clean. All chemical cleaners will only be handled by adults in the classroom or school. Reference **Appendix A** to see the list of TRM supplied PPE.

COVID Testing Program at TRM

Three Rivers Montessori is committed to creating a safe learning environment for its staff and students. We strongly encourage all adults and students 12+ years old and up to get the COVID-19 vaccination. Vaccination is the best way to ensure that we can help prevent the spread of COVID-19.

TRM does have a limited amount of COVID-19 tests available for staff and students. The COVID-19 testing program is to help institute prevention procedures to create a safe learning environment. Administration will determine when a test may be appropriate to administer at TRM.

CSE recommends that staff have a negative test result before returning to work if an employee has already completed their isolation period.

1. At least 5 days have passed since the onset of COVID-19 symptoms (or 5 days have passed since their initial positive test date if they never experienced any symptoms).
2. They have been fever-free for 24 hours without the use of fever reducing medication (acetaminophen, ibuprofen, etc.).
3. All other symptoms related to COVID-19 continue to improve.

Individuals with severe critical illness or who are severely immunocompromised may need to isolate for 20 or more days, which can be determined by a clinician.

TRM has attached both the authorization form and the HIPAA form. If you have not already signed the authorization form, please sign the HIPAA form for our records, see **Appendix E - HIPAA Authorization for Release of Test Results**

Where can I go for a test?

You can go to a clinic or hospital, or you can visit a [no-barrier community testing site run by the State of Minnesota for a saliva or rapid test](#).

Community rapid and saliva testing sites are available at no-cost to all Minnesotans. Anyone can get tested at the saliva sites and symptomatic individuals can get tested at rapid sites. Hospitals, clinics, and pharmacies may have different pay structures, so be sure to contact both the testing site and your health insurance company ahead of your visit to make sure you won't be charged for a test.

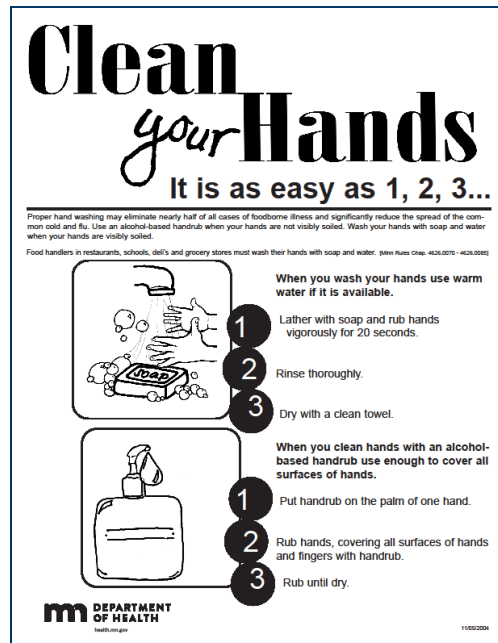
Appendices

Appendix A - CSE Supplied PPE

Item
Sanitizer
Wipes
Gloves
Masks (disposable)
Face Shields
Spray Disinfectant
Thermometers
Spray Bottles

Appendix B - COVID Awareness Examples

Sample 1 – Personal Hygiene



Clean your Hands
It is as easy as 1, 2, 3...

Proper hand washing may eliminate nearly half of all cases of foodborne illness and significantly reduce the spread of the common cold and flu. Use an alcohol-based handrub when your hands are not visibly soiled. Wash your hands with soap and water when your hands are visibly soiled.

Food handlers in restaurants, schools, deli's and grocery stores must wash their hands with soap and water. [pew.nyu.edu](#), 4328.0210 - 4328.0285

When you wash your hands use warm water if it is available.

- 1 Lather with soap and rub hands vigorously for 20 seconds.
- 2 Rinse thoroughly.
- 3 Dry with a clean towel.

When you clean hands with an alcohol-based handrub use enough to cover all surfaces of hands.

- 1 Put handrub on the palm of one hand.
- 2 Rub hands, covering all surfaces of hands and fingers with handrub.
- 3 Rub until dry.

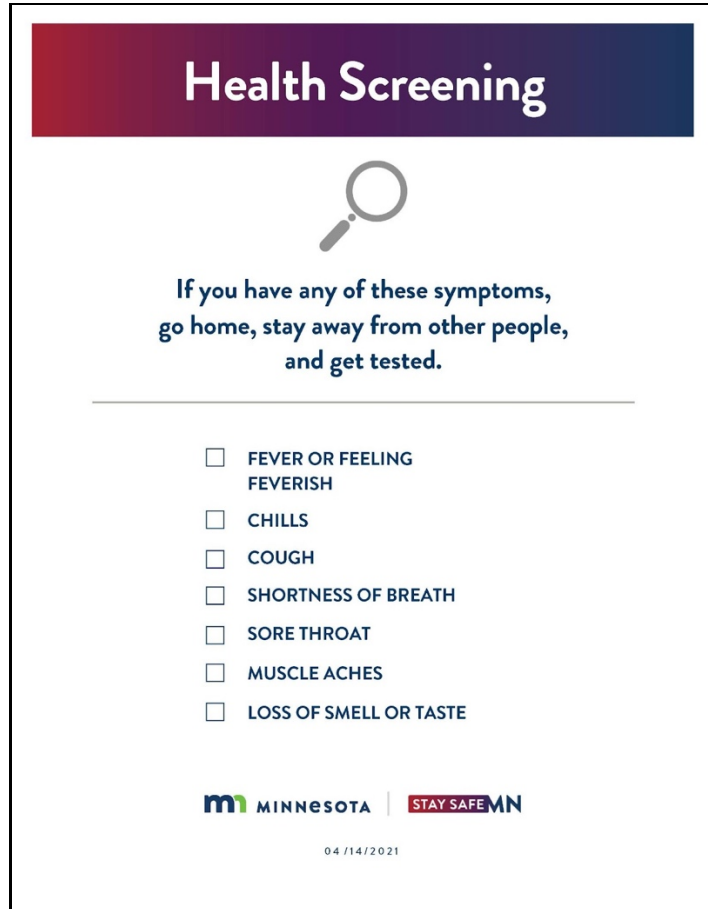
m DEPARTMENT OF HEALTH
health.ny.gov

11/09/2004

Sample 2 – TRM Hand Washing Reminder
Used by sinks in classrooms



Sample 3 – MDE COVID-19 Prevention Poster

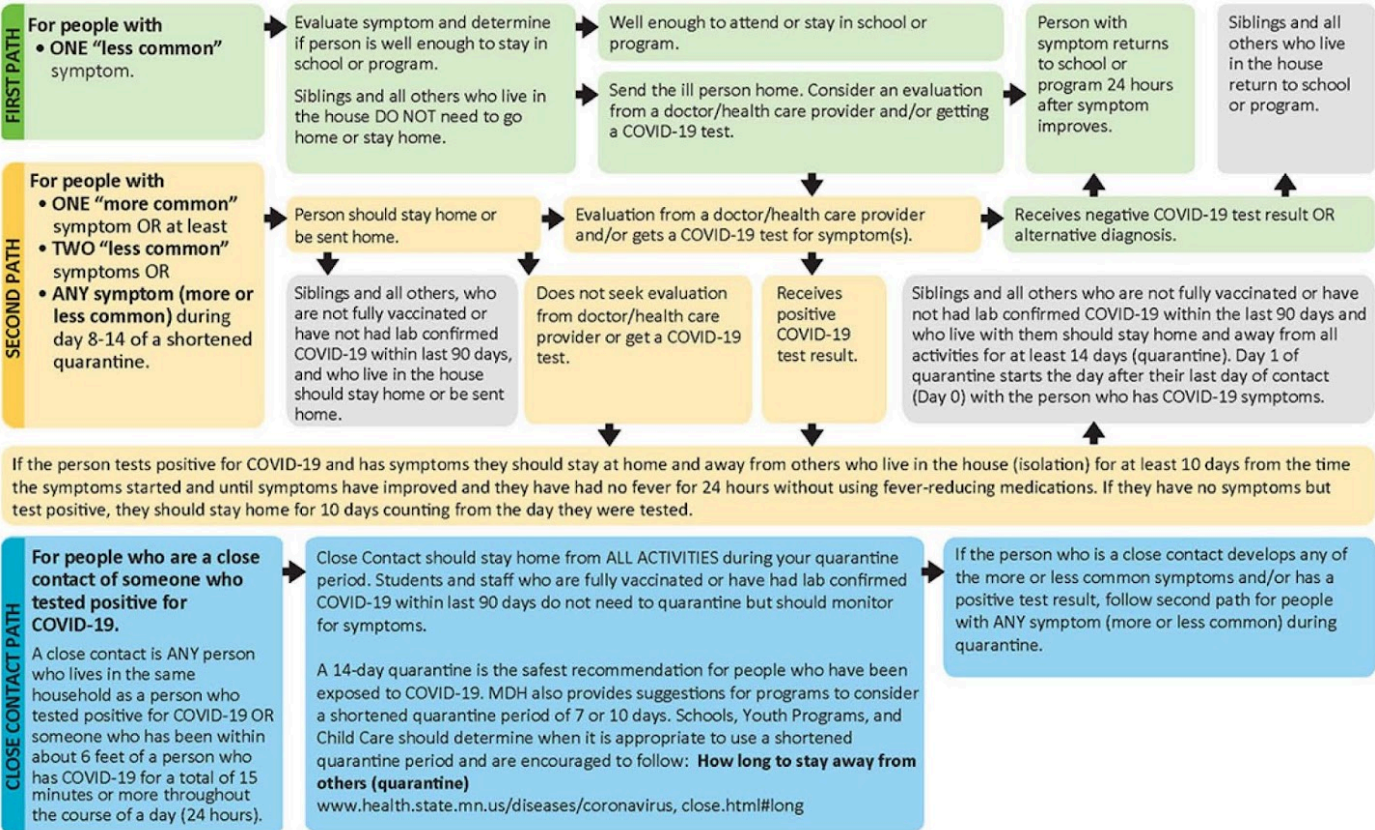


Appendix C – COVID-19 Decision Tree

Recommended COVID-19 Decision Tree for People in Schools, Youth, and Child Care Programs

Settings are encouraged to follow the appropriate path if a child, student, or staff person – regardless of vaccination status – is experiencing the following symptoms.

- **More common:** fever of 100.4 degrees Fahrenheit or higher; new cough or a cough that gets worse; difficulty/hard time breathing; new loss of taste or smell.
- **Less common:** sore throat; nausea; vomiting; diarrhea; chills; muscle pain; extreme fatigue/feeling very tired; new severe/very bad headache; new nasal congestion/stuffy or runny nose.



Appendix E - HIPAA Authorization for Release of Test Results

HIPAA AUTHORIZATION FOR RELEASE OF TEST RESULTS

I have given my consent for my child to take part in COVID-19 testing managed by Three Rivers Montessori. By signing this authorization, I also consent to the following uses and sharing of my test results and related personal information:

- The testing laboratory may provide my child’s COVID-19 test result, including health information that could be linked to my child personally, to the Midwest Coordination Center.
- The Midwest Coordination Center may maintain a record of and release my child’s COVID-19 test result, including health information that could be linked to my child personally, to Three Rivers Montessori.
- Three Rivers Montessori may maintain a record of my child’s test result.
- The Midwest Coordination Center, the testing laboratory and the Three Rivers Montessori may communicate with each other about my test result and related personal information to manage my child’s test result.

I understand that if my child’s test result or related personal information is shared as I am permitting here, persons authorized to receive the information may not be restricted by federal or state privacy law from further sharing with others.

I understand that I have the right to cancel this authorization at any time, by sending written notice of my cancellation to the Midwest Coordination Center at support@testedandprotected.org.

If I cancel this authorization, I understand it will not affect any previous use or disclosure of my child’s test result before the date that Midwest Coordination Center receives the notice of cancellation.

I understand that I do not need to sign this authorization in order for my child to receive health care treatment (including COVID-19 testing NOT managed by Three Rivers Montessori or health insurance benefits).

Unless I cancel this authorization, I understand that it will remain in effect for two years after the date of my signature below, or such earlier date as state law may require.

I understand that I have a right to receive a copy of the authorization once it is signed.

Student #:

(Parent/Guardian, or Legal Representative of child listed above)

Child Name:

(Required Signature)

D.O.B:

(Relationship to child)

Homeroom Teacher:

(Date)

Grade

**This signature is required for this form. This form can be signed by the child’s parent, legal representative, court-appointed guardian, or other description.*

The signer’s relationship to the child must be written on this form. Relationships could be “parent”, legal representative, or other description.

APPLICATION NO.

AGREEMENT NO.

1101 East 78th Street • Bloomington, MN 55420 • Phone: 952.925.6800 • Fax: 952.925.6801

The words "Lessee," "you" and "your" refer to Client. The words "Lessor," "we," "us" and "our" refer to Loffler Companies, Inc.

CLIENT INFORMATION

FULL LEGAL NAME: Three Rivers Montessori; STREET ADDRESS: 17267 Yale St NW; CITY: Elk River; STATE: MN; ZIP: 55330; PHONE: 763-757-4209; BILLING NAME: (IF DIFFERENT FROM ABOVE); BILLING STREET ADDRESS; CITY; STATE; ZIP; E-MAIL; EQUIPMENT LOCATION: (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: (2) Canon C3826i's, [blank], [blank], [checkbox].

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

36 Payments* of \$ \$595.00. If you are exempt from sales tax, attach your certificate. *plus applicable taxes. The payment ("Payment") period is monthly unless otherwise indicated. Payment includes UNLIMITED B&W impressions per month. Overages billed monthly at \$ - per B&W impression*. Payment includes UNLIMITED Color impressions per month. Overages billed monthly at \$ - per Color impression*. Cloud Fee: N/A devices covered at \$4.95 per device per month.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Loffler Companies, Inc. [Signature Box] [Title Box] [Dated Box]. LESSOR SIGNATURE TITLE DATED

CLIENT ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Three Rivers Montessori [Signature Box] [Title Box] [Dated Box]. CLIENT (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D.#

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

[Signature Box] [Title Box] [Acceptance Date Box]. CLIENT (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE. PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. If we are required to remit personal property taxes with respect to the Equipment or for Lessee's use of any Financed Items under this Agreement, we may charge you a processing fee for our administering of such property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. **You waive all rights under sections 2A-508 through 522 of the UCC.** If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. You agree to pay a Cloud fee to cover all expenses associated with the backup, storage, and reinstallation of machine data. Each month, you are entitled to produce the minimum number of impressions shown on page 1 of this Agreement for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



1101 E 78th Street, Bloomington, MN 55420
 952-925-6800 *Fax 952-925-6801

MAINTENANCE AGREEMENT

VALUE LEASE

C U S T O M E R	Company		Customer #		C O N T A C T	Meter Contact	
	Three Rivers Montessori					Antonio Kuklok	
	Address					Phone (Required)	
	17267 Yale St NW					763-757-4209	
	City	State	Zip	E-mail Address		Meter Collection Method	
	Elk Rivers	MN	55330	antonio.kuklok@threeriversmontessori.org		NA	

Supported equipment - The following list of equipment will be covered under the Loffler maintenance agreement. If additional space is needed, please use the Loffler Schedule A. By signing this agreement, the customer acknowledges they have viewed the Loffler maintenance terms and conditions located on the Loffler website, which may be downloaded from our website if a hard copy is required.

MAKE/MODEL	DESCRIPTION	SERIAL NUMBER	ID	BEGIN METER
Canon	C3826i			
Canon	C3826i			
Please list additional equipment on attached Schedule A				

Supplies Included	X	Black Toner	X	Color Toner	X	Staples Included	NA
Special Instructions:							

Customer Signature **X** _____ Customer's Title _____

Print Customer's Name Three Rivers Montessori

Loffler Companies Representative _____ Loffler Company Acceptance Date _____

Loffler Companies Officer Approval _____

Signature _____ Date _____

Please carefully review the Terms and Conditions on our website, <https://info.loffler.com/loffler-terms-and-conditions>, and provide a customer signature. Version 103119.

Three Rivers School NEW Printer Proposal Proposed: 05/13/2022

Current Situation:

Current Konica Lease: \$295.90/Month
- Lease ends 09/21/2023
o Includes Unlimited images a month

Total Monthly Cost: \$295.90/Month

Proposed Solution:

- Upgrade Konica with (2) NEW Canon imageRUNNER C3826i's

Some Instant Benefits with Proposed Solution:

- 1) End existing agreement at no penalty this summer
- 2) Two identical printers with same supplies
- 3) Limited learning curve – Similar copy screen / Print drivers
- 4) Superior quality – 8 bit color/ 1,200x1,200 DPI
- 5) Enhanced Dual Scanning – Scan to Word, OCR and Searchable PDF
- 6) Ability to run up to 70 envelopes in the top paper drawer
- 7) Mobile printing –AirPrint, iPad, iPhone, Android - USB connection
- 8) Ability to run heavier card stock- up to 110lbs through drawer and 140lbs through the bypass tray. Can duplex through both.
- 9) Mail boxes/ Mode Memory- control wasted paper, secure print, print on demand, and one-touch saved “frequently” used applications
- 10) Same local service/support – Warehouse, invoicing and live help desk is in St Louis Park - Guaranteed 3 hour response time, average 2.1 hours

Please see the next page for more information

Recommended Upgrade Solution: (2) NEW Canon imageRUNNER C3826i's

- Includes Dual Scanning Document Feeder and Internal Staple Unit



- 220 Sheet Dual Scanner with Blank Page Removal
- Std. Copy/Print /Scan (color Scanning)
- OCR Scanning – Searchable PDF – Scan to Word
- 1,100 sheet paper capacity- plus 150 sheet by-pass tray
 - (2) Universal 550 sheet paper drawers – holds 4x6 - 12x18 paper
- Envelope Printing through 1st paper drawer and Bypass tray
- Automatic Duplexing and collating
- 1,200x1,200 printing – 8 bit color
- USB Thumb drive connection – Mobile/Air/Cloud Printing (print from phone or iPad)
- True Adobe PS 3 Printer Drivers- MAC ready
- 250 GB Hard Drive - 2.5Gb RAM, making the device fast and reliable
- Energy Star Compliant – 15 Amp Electrical
- Maximum 305 gsm paper- 140 lbs
- Easy to use 10.1 inch color LCD user screen – mode memory settings

New 36 Month Agreement on (2) Canon C3826i's: \$577.00/Month

- Includes unlimited b/w and color images a month

**Includes satisfaction of existing Loffler agreement*

**Pricing includes delivery, installation, networking, and onsite professional training*

Optional two 550 sheet paper drawers: ADD\$15.00/Month (per device)

Optional fax unit: ADD\$18.00/Month (per device)

Optional booklet finisher: ADD\$59.00/Month (per device)

Maintenance & Supply Details:

- Includes all b/w and color images, all labor, parts, and toner (includes color toners).
Excludes paper and staples.

- Guaranteed Response Time is 3 Hours - Average Response Time is 2.1 Hours
- Equipment covered by Loffler's Total Satisfaction Guarantee
- Includes Full Network Support on Printing and Scanning Issues
- Includes Unlimited Onsite Professional Training
- Includes FREE Software for Reporting of Meters and Ordering of Toner

Good afternoon Chris,

I want to start out saying that having the opportunity to serve on the TRM board over the past year has been such a pleasure. I have loved being apart of a school that I believe in.

With that being said, I have made the difficult decision to resign from my board position. I have some personal priorities that must take precedence, and I unfortunately no longer have the time required to fulfill this board position. I will plan on attending this upcoming meeting August 16th in an effort to ensure a smooth transition.

Thank you again for this opportunity.

Sincerely,
Lindsay Tilley