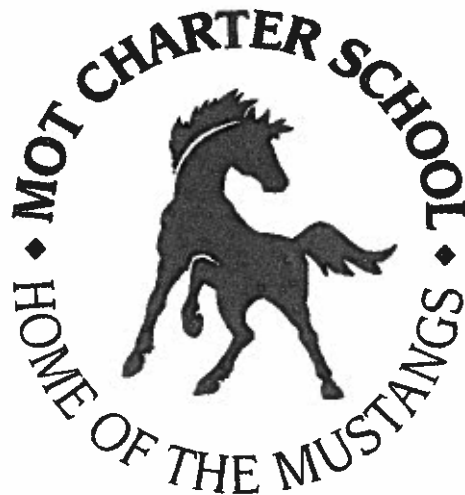


# MOT CHARTER SCHOOL



Charter Renewal Application

2005-2006

# DELAWARE DEPARTMENT OF EDUCATION

## APPLICATION FORM FOR RENEWAL OF A CHARTER

### OF A STATE APPROVED CHARTER SCHOOL

For Renewal Reviews to be Conducted in 2005-06

MOT Charter School  
Name of School

Louis S. Savino  
Name of the Head of the Board of Directors

105 Appoquinimink Ct., Middletown, DE 19709  
Mailing Address of the Head of the Board of Directors

September 2002  
Initial Opening Date

302-376-1975  
Telephone Number of the Head of the Board of Directors

K-8  
Current Approved Grades for School

302-376-5120  
Fax Number of Contact Person

For the proposed renewal term, what are the enrollments and grade configurations for each year:

First Renewal Year Enrollment	<u>675</u> Total Number	<u>K-8</u> School Year 2006-07
Second Renewal Year Enrollment	<u>675</u> Total Number	<u>K-8</u> School Year 2007-08
Third Renewal Year Enrollment	<u>675</u> Total Number	<u>K-8</u> School Year 2008-09
Fourth Renewal Year Enrollment	<u>675</u> Total Number	<u>K-8</u> School Year 2009-10
Fifth Renewal Year Enrollment	<u>675</u> Total Number	<u>K-8</u> School Year 2010-11

Note: If this application is approved by the Department of Education and State Board of Education, with or without amendment, the final approved application and any amendments and conditions will serve as the approved charter for the school. Once granted, a charter cannot be modified without the approval of the Secretary of Education (see 14 Delaware Code, Section 511).

**Enrollment Breakdown by Grades for the Proposed Charter Term**

List the enrollment per grade for each year of the proposed charter renewal term.

**Proposed Enrollment for 2006-07**

Grade	Number
K	75
1	75
2	75
3	75
4	75
5	75
6	75
7	75
8	75
<b>Total Enrollment</b>	<b>675</b>

**Proposed Enrollment for 2007-08**

Grade	Number
K	75
1	75
2	75
3	75
4	75
5	75
6	75
7	75
8	75
<b>Total Enrollment</b>	<b>675</b>

**Proposed Enrollment for 2008-09**

Grade	Number
K	75
1	75
2	75
3	75
4	75
5	75
6	75
7	75
8	75
<b>Total Enrollment</b>	<b>675</b>

**Proposed Enrollment for 2009-10**

Grade	Number
K	75
1	75
2	75
3	75
4	75
5	75
6	75
7	75
8	75
<b>Total Enrollment</b>	<b>675</b>

**Proposed Enrollment for 2010-11**

Grade	Number
K	75
1	75
2	75
3	75
4	75
5	75
6	75
7	75
8	75
<b>Total Enrollment</b>	<b>675</b>

## Introduction

This document contains the charter renewal application form, which is one component of a package that will be reviewed by the Department of Education Charter School Accountability Committee. The complete package may include the most recent Annual School Report, the signed Performance Agreement, records of audits and site monitoring visits, surveys from parents and others, relevant correspondence and reports, and other relevant documents. In responding to the topics and questions in the renewal application, the applicant must address specific sections of **14 DE Admin Code, Section 275 in the Regulations of the Department of Education (Regulation 275)**.

The *Application for Renewal* form consists of two parts. In order for a State approved charter school to have its charter renewed, it must:

- 1) Demonstrate that it has met, in a satisfactory manner, the approval criteria listed in **14 Delaware Code, Section 512 (1-14)**, other requirements specified in **14 Delaware Code, Chapter 5, DOE Regulation 275**, and the terms of its approved charter. Part I of this application form is to be used to report the charter school's accomplishments in meeting these criteria and the terms of its charter.
- 2) Have a satisfactory plan to meet the criteria in **14 Delaware Code, Section 512 (1-14)**, other requirements specified in **14 Delaware Code, Chapter 5**, and the **DOE Regulation 275**. Part II of the application form is to be used to describe the charter school's plan for meeting these criteria, and **DOE Regulation 275** during the renewal period.

## Instructions

You must fully respond to each part of this application and provide a narrative response containing the requested information, together with any documents requested in the application. The narrative portion of your response should not exceed a total of 75 pages. Required documents may be submitted as appendices. The complete application must be bound together.

Prior to submitting this application, applicants are urged to review the provisions of 14 Del. C. Ch. 5 and the regulations of the Department of Education (DOE) relating to charter schools at 14 DE Admin.Code 275.

An approved application, together with any conditions imposed upon approval by the DOE with the consent of the State Board of Education, shall become the school's charter. The Assurances attached to this application are a part of the application. The above-referenced regulations of the DOE, which may from time to time be amended, bind all charter schools and are incorporated into all charters approved by the DOE with the consent of the State Board.

Except as may otherwise be provided by law, the DOE considers your application to be a "public record" subject to disclosure pursuant to the provisions of the Freedom of Information Act, 29 Del. C. Ch. 100. If you assert that any part of your application or any documentation submitted in connection with your application is exempt from the definition of a "public record" pursuant to 29 Del. C. §10002(d), please mark the specific portion of the application or document "confidential" and note the specific statutory exception upon which you base your claim to confidentiality, including a cite to the specific sub-section of §10002 which you allege to support your claim. The DOE reserves the right to make a final determination as to whether any part of the application or any documentation submitted in connection therewith is entitled to be treated as confidential.



## **APPLICATION NARRATIVE**

### **Part 1: Demonstration of Success**

Report on the Performance of the School during the Current Charter Period

#### **Overview**

MOT Charter School was founded by a group of parent and community leaders interested in providing a K-8 public education experience where parents would have increased access to their child's education and each child would be provided the opportunity to excel according to his/her own abilities. The Board financed the construction of the building through the United States Department of Agriculture's Rural Area Development program with direct financing in the amount of \$6,000,000 from the USDA and Wilmington Savings Fund Society ("WSFS").

In its first year of operation MOT Charter School served 525 students in grades K to 6. In years two and three, the school grew to 600 and then 675 students adding 7th and 8th grade respectively. We accommodate three classrooms of 25 students per classroom in each grade. Education is delivered with each student having a primary classroom teacher and scheduled enrichment time every day. We offer enrichment instruction in the areas of Physical Education, Art, Spanish, Library and Music. We maintain a teacher/student ratio of 1 to 20 or better; while our staff to student ratio is 1 to 13.

Students of the MOT Charter School have access to a growing resource library which they visit weekly. The library supports Accelerated Reader for all grade levels. As part of our mission is to teach children to become responsible members of the community, seventh and eighth grade students are involved in a variety of community service efforts within the school. These students have elected to serve as mentors to K-2 students, assist with the school store, direct relief fundraising efforts, and participate in the design of student areas.

MOT Charter School's educational objectives are supported by over 200 student computers. We encourage the integration of technology into the curriculum and to that end have provided each of our teachers with a notebook computer. Continually on the lookout for innovative technology approaches to education, this year MOT Charter School joined the NWEA MAP test pilot, a computer-based adaptive standardized test for assessing students in grades 2-8.

As the school continues to mature, the Board of MOT Charter School will intensify its efforts to focus on the individual child and ensuring that every child, whether highly advanced on grade level or slightly behind, will be challenged to grow and learn.

**1. Applicant Qualifications**

a) List the name, place of residence, and the phone number of each of the current board of directors and indicate which members are teachers currently certified in Delaware, parents, and community members.

**Lou Savino**  
**105 Appoquinimink Court**  
**Middletown, DE 19709**  
**Home: 302-376-1975**  
**Office: 610-892-1731**

**Chair**  
**Parent**

**Al Garbayo**  
**236 Milford Drive**  
**Middletown, DE 19709**  
**Home: 302-378-1522**  
**Office: 302-378-2107**

**Vice Chair**  
**Parent**

**Jolene Outten**  
**1068 Grears Corner Road**  
**Townsend, DE 19734**  
**Home: 302-378-4288**  
**Office: 410-996-1639**

**Secretary**  
**Parent**

**Andrew Lavelle**  
**1114 N. Rodney Street**  
**Wilmington, DE 19806**  
**Home: 302-622-8209**  
**Office: 302-984-1800**

**Treasurer**  
**Community Member**

**Morris Deputy**  
**475 Green Giant Road**  
**Townsend, DE 19734**  
**Home: 302-449-0374**  
**Office: 302-378-9120**

**Founding Member**  
**Parent**

**Gary Duren**  
**339 Thomas Landing Road**  
**Middletown, DE 19709**  
**Home: 302-376-6867**

**Parent**

**Linda Jennings, Esq.**  
**992 Green Giant Road**  
**Townsend, DE 19734**  
**Home: 302-376-9163**  
**Office: 302-376-5125**

**Founding Member**  
**Head of School**  
**Parent**

**William Manning, Esq.**  
1902 Riverview Avenue  
Wilmington, DE 19806  
Home: 302-658-5304  
Office: 302-552-4210

**Community Member**

**Jennifer Taylor**  
120 Main Street  
Townsend, DE 19734  
Home: 302-378-3232

**Founding Member  
Parent**

**Stefanie Sweigart**  
10 Eastwind Court  
Newark, DE 19713  
Office: 302-376-5125 ext 52

**Certified Teacher**

- b) Describe how the background of each member of the founding group makes him or her qualified to operate a charter school and implement the proposed educational program. Describe how the board of directors has maintained collective experience, or contractual access to such experience, in the following areas:

**The backgrounds and experiences of the Board of Directors are intentionally diverse to ensure adequate oversight of the school's operations and performance. Serving on the MOT Charter School Board are attorneys, management executives, a financial executive, a marketing professional and members with substantial experience in educational reform. See Attachment A for Biographies of the Board of Directors.**

1. Research-based curriculum and instructional strategies, to particularly include the curriculum and instructional strategies of the proposed educational program.

**William Manning, Esquire**  
**Jennifer Taylor**  
**Miggs Gemmato**  
**Elaine Elston**  
**Stefanie Sweigart**  
**Delaware Charter Schools Network**

2. Business management, including but not limited to accounting and finance.

**Morris Deputy**  
**Andrew Lavelle**  
**Lou Savino**  
**Jolene Outten**  
**Linda Jennings, Esquire**

3. Personnel management.

**William Manning, Esquire**  
**Jolene Outten**  
**Al Garbayo**  
**Morris Deputy**

4. Diversity issues, including but not limited to outreach, student recruitment, and instruction.

**William Manning, Esquire**

**Al Garbayo**

**Jennifer Taylor**

**Linda Jennings**

5. At-risk populations and children with disabilities, including but not limited to students eligible for special education and related services.

**Jolene Outten**

**Elaine Elston**

**Miggs Gemmato**

6. School operations, including but not limited to facilities management.

**Linda Jennings, Esquire**

**Morris Deputy**

**John Outten**

**Luther Jennings**

**Al Brown**

## **2. Form of Organization**

Identify the name of the organizing corporation, date of incorporation, and names of the corporation's officers and the office held by each. Attach a copy of the current Certificate of Incorporation and a copy of the bylaws of the corporation. The bylaws must be consistent with the provisions of the Freedom of Information Act, 29 Delaware Code, Chapter 100 (related to public bodies, public records, and open meetings) and provide for representation of the school's teachers and parents of students on the board of directors. The by-laws must demonstrate that the corporation's business is restricted to the opening and operation of charter schools, before school programs, after school programs and educationally related programs offered outside the traditional school year.

**MOT Charter School, Inc. is the organizing corporation of MOT Charter School. See Attachment B for MOT Charter School's Certificate of Incorporation and Attachment C for a copy of the By-laws of MOT Charter School, Inc.**

## **3. Mission, Goals and Educational Objectives**

- a) Describe the purpose, mission, goals, and core philosophy of the school. Indicate how the mission, goals, and educational objectives are consistent with the legislative intent of 14 Delaware Code, Section 501, and the restrictions on charter schools set forth in 14 Delaware Code, Section 506.

**MOT Charter School's purpose is to serve as a pillar of life-long learning and self-actualization. MOT Charter School combines the beneficial rigors of a classical education with the latest technology and the best teaching and learning practices. MOT Charter School will prepare students to be informed and responsible citizens and will compel all students to excel by engaging every child in learning and by holding students to high standards. All students will be stimulated and challenged in a variety of ways.**

At the core of MOT Charter School is a belief that character development and personal responsibility form the basis for learning. Students are empowered to take responsibility for their own learning and development. The school facilitates the learning process with an environment that encourages high ethical and academic standards and reinforces positive values taught at home.

MOT Charter School's goal is to prepare students to be creative, intuitive, and analytical thinkers. The curriculum will prepare students to solve problems both individually and collaboratively, using critical thinking skills cultivated through comparative, interdisciplinary study. Extensive access to technology as an authentic learning tool will enable MOT students to become technologically literate and prepare them for advanced study in high school and beyond.

- b) Describe the procedures the school uses for recruiting students. Attach copies of the documents the school has used to publicize its program and admission procedures.

MOT Charter School holds open enrollment annually for new students. Each year from November through December, MOT Charter School advertises open enrollment in the Middletown Transcript, the News Journal Crossroads Section, the Transcript, M.O.T. Phone Directory, and on our website, [www.motcharter.com](http://www.motcharter.com). MOT Charter School's Open Enrollment period in which we accept new student applications is December 1st through January 31<sup>st</sup>. Families may request an Admissions Packet from the school by phone, fax, or email, or they may complete and submit an application through the school's website. The deadline for submission of applications is January 31<sup>st</sup>. See *Attachment D*.

Enrollment of students currently enrolled at MOT Charter is conducted every January-February. Currently enrolled students receive a packet from the school which includes the Returning Student Enrollment Guidelines and a Returning Student Re-Enrollment Form. Returning students must submit their Re-Enrollment Form to the school office by February 4 to guarantee enrollment for the following school year. See *Attachment E*.

- c) Which, if any, enrollment preferences authorized by the Delaware charter law does the school use? If more than one preference is used, describe how the various preferences are employed together.

MOT Charter School grants enrollment preferences for Founding Board Members, staff members, and siblings of currently enrolled students, in that order of priority. All student applications are entered into the MOT lottery by grade level and are drawn in a blind lottery. The above preferences are then applied. See *Attachment E*.

- d) If the school gives admissions preference to children of the school's founders, how has the school identified the founders and how is the preference used in the enrollment process? Provide a list of the founders whose children are eligible for this preference.

Founding Board Members' children are given priority enrollment preference at MOT Charter School so long as the Member continues to serve on the Board at the time the

**preference is exercised. The preference is applied after the student's name is drawn from the lottery. The MOT Charter Founding Board Members who are eligible for the Founder's preference are:**

**Linda Jennings  
Jennifer Taylor  
Morris Deputy  
Kevin Hensley**

- e) How does the school select students when more students seek admission than space allows?

**MOT Charter School conducts a blind lottery by grade level to fill grade rosters. All applicants for each grade are placed in a pool and drawn from the pool one at a time in a blind lottery and numbered according to the order drawn from the pool. Preference is applied after the lottery when establishing the Enrollment List for each grade. Students are offered enrollment in lottery number order until the vacancies have been filled. The remainder of lottery participants is placed on the Waiting List for that grade in lottery number order. See Attachment E.**

- f) What methods of internal evaluation are used by the board of directors to ensure that the school is meeting its stated educational mission and objectives?

**The Board of Directors reviews school issues, parental concerns, successes and financial status during monthly board meetings.**

**The school conducts an annual comprehensive Parent Survey. The results of this survey (both quantitative and narrative comments) are reviewed by the Board of Directors. In addition, summaries of the results are shared with the rest of the community.**

**The school conducts an annual survey of employee satisfaction that is shared with the Board of Directors.**

**The Board reviews other data such as:**

- **DSTP results**
- **Other standardized test scores**
- **Student/family participation in school programs, events, activities, clubs, and sports**
- **Financial audit**
- **Discipline data**
- **Staff attendance reports**
- **Student attendance reports**

- g) Describe the procedures the school uses to ensure compliance with the requirements of 14 Delaware Code, Section 506 (c) and (d), related to enrollment.

**MOT Charter conducts enrollment for both new and returning students prior to the April 1 deadline. The student rosters are electronically submitted to the Delaware Department of Education, and receipt is confirmed with a telephone call. Each local sending district is notified via fax of the students from those districts that will be attending MOT Charter for the coming school year. The student rosters submitted to**

DOE and the local districts contain student names, home addresses, and district of residence.

MOT Charter requires each new student and returning students to complete an "Enrollment Form", signed by the student's parent or guardian. *See Attachment E.* The completed Enrollment Form is required to reserve a student's seat for the coming school year. This letter includes a statement reading: "I understand that my child is required to remain in this charter school, in the absence of any condition constituting good cause, for at least one school year." This letter is kept in each student's permanent file.

- h) How does the school ensure that by April 1 each year, it has enrolled at least 80% of the total authorized number of students? Has the school notified each school district of information about enrolled students each year?

MOT Charter has so far had full waiting lists, which has enabled us to easily fulfill the 80% student enrollment requirement by April 1. In addition, MOT conducts the new student Open Enrollment period, lottery, and family notification prior to the April 1 deadline. Current families are required to submit their Enrollment Form in order to reserve their student's seat at MOT Charter.

MOT Charter School notifies each relevant school district of our student roster via fax. We confirm receipt with a follow up telephone call. MOT Charter School has never failed to timely submit student rosters to applicable local districts.

- i) How does the school ensure that parents sign statements that meet the requirements of 14 Delaware Code, Section 506(c)? Provide a copy of the form parents are required to sign.

MOT Charter School requires that parents of both returning students and new students sign an Enrollment Form to guarantee their student's seat at MOT Charter School. *See attachment E.*

- j) Has the school established a student application and admissions process that enables the school to provide the local districts in which the students reside with a preliminary roster of students for the subsequent year on or before May 1 each year?

MOT Charter School has an Applications Process and Timeline that allows both the school and local sending districts access to our student rosters well before the state deadline. *See Attachment E.*

- k) Describe the school's timetable for its application and admissions process.

Open Enrollment Period:	December 1-January 31
Application submission deadline:	January 31
Public Lottery:	February, Second Tuesday
Returning Student Enrollment Deadline:	February, First Friday
Applicants Notified of Admission:	February 28
Local Districts Notified:	April 1

#### **4. Goals for Student Performance**

- a) Include a copy of the current signed Performance Agreement between the school and the Secretary of Education. Describe in detail the performance of the school on each of the objectives in the Performance Agreement.

*See Attachments F and G.*

##### **Student Performance on the DSTP:**

MOT Charter has performed at or above the state average in each subject with one exception; third grade math in 2005. The percentage of students meeting standard is generally steady or increasing in all areas with the exception of fifth grade reading and fifth grade writing. Of the 28 students that did not meet standard in fifth grade writing in 2005, 23 performed the same or better when compared to their performance on the 2003 third grade DSTP writing test. Of the 12 students who did not meet standard on the 2005 fifth grade reading test, 6 performed the same or better when compared to their performance on the 2003 third grade DSTP reading test.

*MOT Charter School's DSTP performance is summarized in Attachment H.*

##### **Student Performance on the ITBS (or other equivalent national standardized assessment):**

*See ITBS Results in Attachment I.*

All averages for students at MOT Charter School fall at or above the national average on a normed scale. Scores on the ITBS show the following increases:

##### **Reading:**

88% of class averages fall in the above average stanines (6-8). The remaining 12% fall within the 5<sup>th</sup> stanine utilizing NCE-Stanine equivalents. Grades 2, 6, 7 & 8 demonstrate an average increase of 3.6 NCE's in Reading from spring 2004 to Spring 2005.

##### **Language:**

There was an increase in the grade level averages over the initial three years, as well as an increase in the number of class averages falling in the above-average stanines (6-8). Grades 2, 5 & 6 were the most notable with an average increase of 2.7 NCE's on last year's test in Language. Our current 8<sup>th</sup> graders, 73% of whom have been with us since opening, have increased a total of 9.4 NCE's on the Language portion of the ITBS scores over 3 years of testing.

##### **Math:**

There was an increase in the grade level averages in math over the initial 3 years. Class averages moved from 30% in the above-average stanines to almost 70% in the above-average stanines last year. Our current 5<sup>th</sup> graders have increased 4.4 NCEs and 7<sup>th</sup> graders have increased 3.0 NCEs on the Math portions of ITBS testing since starting at MOT. Grades 2, 6 & 7 have shown a 3.9 NCE increase in Math in the last year.



The average NCEs of the current 8th graders increased in every subject from Spring 2004 to Spring 2005. Since opening, the NCEs of these 8th graders increased an average of 3.4 across all subjects, with significant growth in Social Studies (7.3) and Language (9.4). Thus, while variations among grade levels exist year to year; the results evidence overall movement towards above-average stanine ranges at each grade level.

In 2005, MOT Charter School replaced the ITBS with the NWEA MAP test. MOT Charter School is currently participating in the NWEA MAP pilot for Language Usage, Reading and Math. In September we tested all students in Grades 2-8. We will test each student again in June.

Average daily attendance will be at least 90% of the average daily enrollment:

MOT Charter School's average daily attendance exceeded 95% of average daily enrollment in each year of operation.

Grade Levels	Year	Students	Days of School	Aggregate Days of School	Aggregate Days Present	Average Daily Attendance	Percent of Membership
K-8	2005	672	1,683	125,664	119,999	642	95.5%
K-7	2004	594	1,480	1,480	109,890	567	95.5%
K-6	2003	519	1,407	104,319	100,601	501	96.4%

The school will have fewer reportable (behavior) incidents than the average for all schools within a similar grade configuration in New Castle County.

Year	Number	Resulting in Police Charges	Number of Students Involved
2002-2003:	0	0	0
2003-2004:	4	0	4
2004-2005:	2	1	2
2005-2006:	0	0	0

With the exception of students that move out of the area served by the school, at least 75% of the total non-graduating student body enrolled during the final month of the school year will return to the school the following September.

Year	Returning Students	New K Students	Other New Students	Beginning Enrollment	% Returning
2002-2003				523	100.0%
2003-2004	460	73	61	594	87.9%
2004-2005	592	75	83	675	99%
2005-2006	499	75	99	673	83%

**The school will have at least enough students to seek admission to the school to enroll at least 90% of the maximum allowed by the charter. The school will have a waiting list of students seeking admission.**

Year	Grade Levels	Returning Students	New Applicants	Newly Enrolled	Total Enrollment	% of Maximum	Waiting List
2002-2003	K-6	N/A	805	523	523	99%	Yes
2003-2004	K-7	460	556	134	594	99%	Yes
2004-2005	K-8	592	891	158	675	100%	Yes
2005-2006	K-8	499	576	174	673	99%	Yes

**The school will conduct an annual survey of parents of students who attend the school, and at least 85% of parents of enrolled students that return the survey will indicate overall satisfaction with the school's administration and educational program.**

MOT Charter School has conducted an annual survey of parents to determine overall parental satisfaction with the School's administration and educational program with the following results:

2003-2003      89%  
 2003-2004      93%  
 2004-2005      91%

*See Parent Survey Summaries, Attachment J.*

## 5. Evaluating Student Performance

a) Describe how student evaluation information is used to improve student performance.

The school relies on information from a variety of sources to evaluate student performance, including classroom assessments, the DSTP, and an alternative national standardized assessment.

Teachers use a variety of assessment strategies in the classroom to assess student understanding, including:

- standard curriculum assessments
- observations of classroom discussion
- student portfolios
- student driven journaling about the content and understanding
- projects which require cooperative learning to include research, planning and creating
- student-teacher conferences
- parent-teacher conferences

In addition to classroom assessment, the school looks at DSTP results for the prior years to determine if there is an area to improve the curriculum.

Finally, the school compares the teachers' experience in the classroom and performance on the DSTP with performance on an alternative national standardized test to uncover trends, areas of concern and areas of strength. Unfortunately, neither the DSTP nor the ITBS are able to provide relevant information in a timely manner so as to be useful for altering instructional strategies during the year. With the NWEA MAP test we expect to have a more effective standardized assessment to rely upon for confirmation of the classroom experience.

MOT Charter School does not practice social promotion. We rely on state promotion guidelines as well as our own academic indicators for student promotion. In order to advance to the next grade level, students in Grades 2 through 8 must successfully pass 4 of 5 core subjects with a grade of 60 (D-) or better. Two of the four subjects passed must be math and reading. Core subjects include math, writing (including spelling and grammar), reading, science and social studies. These standards are independent of any applicable standards imposed by the State of Delaware.

- b) What corrective action is taken when students do not meet performance expectations?

When students are not meeting performance expectations, the teacher offers the student extra assistance, conferences with the parent, and attempts to identify the obstacles to the student's achievement. The school conducts biweekly meetings of the Instructional Support Team to discuss students who have been referred by classroom teachers as being at risk and in need of additional support. The team which includes special education teachers, classroom teachers, and the administration develops an action plan for addressing the student's needs. The IST team accesses services from on-site speech therapist, occupational therapist, school psychologist, and reading specialist.

If necessary and with the consent of the student's parents, the school psychologist may test academic performance, assess behavioral needs, help develop behavioral plans, counsel students, and provide teachers with suggestions to help individual students have academic and social success. The reading specialist provides intensive reading support to identified students and coordinates the Read Assist program, which focuses on basic phonics to increase students' reading skills.

Students identified by teachers, parents or as a result of student evaluation tools as needing additional support in reading or math are tutored during school hours. MOT Charter School also provides extended year tutoring sessions in a summer program designed for small groups of students as well as individual sessions for students who have individual education plans. These sessions are designed with the cooperation of the parents.

MOT Charter School also provides reading, math and writing instruction in a summer program available to all students. Students are invited to enroll in the program by teacher referral, DSTP warning or below average score rating, or parent request. Students are taught small groups of two to eight students with related areas of need. Parents are provided with an overview of the summer session, student goals and progress, and counseled as to how best support their student's ongoing success.

## **6. Educational Program**

- a) Provide the scope and sequence of the school's curriculum, including the major units of instruction covered in each content area in each grade in which the school provides instruction. The educational program must include provisions for extra instructional time for at risk students, summer school and other services pursuant to 14 Delaware Code, Section 153. If the school includes secondary grades, the following must be provided:
  1. A list of courses the school offers at grades 9-12, identifying requirements for promotion to the next grade and the requirements for graduation. The school must verify that students meet state graduation requirements. The school must certify that it is providing driver education to its students in accordance with the requirements placed on other public schools.
  2. A description of the content of each course. Provide a detailed chart demonstrating the alignment between the school's educational program with the Delaware Content Standards and state program requirements, and in the case of a high school, the state graduation requirements.

**MOT Charter School provides a comprehensive program for students in kindergarten through eighth grade. The kindergarten and first grade programs are designed as self-contained classrooms. Teachers in grades two through six teach language arts and a concentrated program for science, math or social studies. The students in grades two through eight have the advantage of teachers who are experts in their content areas. Core classes for seventh and eighth grade students include language arts, math, social studies, science, and business education. Students have opportunities for honors reading classes and honors math classes in preparation for advanced placement in high school.**

**The language arts program for all students at MOT Charter is explicit phonics instruction, in conjunction with content-rich classic and multicultural literature and exposure to various genres. It is our belief that children learn to read through a balance of literature integrated with explicit skills instruction in the areas of comprehension, fluency, decoding, writing, research and inquiry. Math, science and social studies are taught as discrete subjects to cultivate the skill essential for academic success. Teachers use manipulative materials and supplemental resource materials for "hands on" experiments, activities, games to enhance student learning and meet the school's mission.**

**Technology applications, including site licenses for computer programs and use of internet sites are woven into the fabric of the curriculum. Our classroom computers and strategic application of technology develop genuine computer literacy and allow students to experience the value of the computer as a valuable learning tool across the curriculum. The accelerated reader program is one example of a program in which technology is used to enhance reading comprehension to increase skills for students in kindergarten through eighth grade. This year we will be integrating accelerated math into our middle school math program.**

**Each student in grades K-8 participates in Spanish, music, library, art, physical education enrichment class with character development taught in the classroom.**

Students in grades 5 and 6 also participate in explicit character development as an enrichment class. Our physical education teacher provides students in grades four through eight with a health program that meets Delaware health standards. Health standards for students in kindergarten through third grade are met by lessons in the classroom, which include a risk watch program, DARE program and presentations by professionals from the community. A dental hygienist provides a dental health program and students receive a dental health packet for home connection. Fire fighters from the Middletown Fire Company present a fire safety program at the school.

Mandatory enrichment classes for seventh and eighth grade students include health and physical education. Seventh and eighth grade students may elect among the following enrichment opportunities: chorus, band, art, library, student-to-student mentoring, exploratory Spanish and advanced Spanish.

*See MOT Charter's curriculum alignment, Curriculum Appendix.*

- b) Provide a detailed chart demonstrating the alignment between the school's educational program with the Delaware Content Standards and state program requirements, and in the case of a high school, the state graduation requirements.

*See Mot Charter's curriculum alignment between the school's educational programs with the Delaware Content Standards, Curriculum Appendix.*

- c) Describe how the instructional strategies are consistent with the school's curriculum.

MOT Charter School follows a traditional curriculum with the infusion of technology and student-driven project work. Teachers concentrate on advancing each student along the continuum of achievement of basic skills while providing connections to other content areas and the world around us. Instructional strategies are designed to promote understanding of the content along with analytical thinking so that a student is able to infer understanding to better problem solve.

To accomplish this combination of tradition with project-based, acquired understanding, the school utilizes standards-aligned student texts series as the foundation and then enhances it with a variety of discovery-based learning experiences. Examples of this include: science through the use of Smithsonian science kits, manipulatives in mathematics, project work in the disciplines of social studies, language arts, self-paced reading and writing, and the use of a variety of computer software that is student-paced.

- d) What teaching methods are used? How does this pedagogy enhance student learning?

Classroom teachers incorporate a variety of teaching methods to accommodate all learning styles. Most lessons begin as text centered with an introduction and pre-assessment directed by the teacher. The teacher may also direct certain activities such as inviting in guest experts. Students will then engage in a discovery process through a variety of student-directed activities, including student research, group discussions, projects, and journaling. Exploring content through a variety of avenues maximizes the student's opportunity to absorb the content and develop true understanding.

- e) Describe how the curriculum approaches are consistent with the assessment strategies that are used.

**Student understanding is assessed through a variety of means consistent with the incorporation of text-based and discovery-based learning, including the use of quizzes, exams, project rubrics, demonstration of understanding through classroom presentations, discussions, and journaling.**

- f) Provide evidence to demonstrate that the school's educational program improves student performance.

***DSTP scores and ITBS scores are included as Attachments H and I.***

- g) Describe the school calendar and hours of operation. Provide the calendar for the current year of school operation.

**MOT Charter School's instructional day begins at 8:30 a.m. and ends at 3:30 p.m. Our instructional year will be at least 185 school days and is targeted for 190 days. *MOT Charter School's 2005-2006 School Calendar, Attachment K.***

- h) What is the teacher/student ratio of the school?

**The teacher student ratio of MOT Charter School for the 2005-06 school year is 1 to 19.**

- i) What professional development activities/opportunities have been made available to teachers and other staff?

**MOT Charter School teachers and administrators participated in all mandatory and, when possible, attended additional state trainings. A few examples include maintaining student records, budget trainings, administrative responsibilities, Delaware student testing program, teacher mentoring, discipline reporting, special education, health and nutrition program, and curriculum cadre. In addition, each year, MOT Charter provides staff development opportunities on site and pays for staff to attend local and out of state trainings to increase their skills and improve their work performance. Staff development days are listed on the school calendar.**

**A sampling of these trainings includes:**

**National Council for Teachers of Mathematics meeting and conference**

**National social studies meeting and conference**

**Delaware Science Coalition Training for teachers K-8**

**Writing Instruction – Six Traits Way**

**Great Source Writing Training**

**Scaffolding Instruction to Improve Text Based Writing**

**Handwriting Without Tears – Print instruction**

**Four Blocks Reading**

**Real Reading.. Right from the Start**

**Reading Instruction that Gets Results**

**All Diamond State Reading Association Trainings, Example: Keeping the Reading Lamp Lit**

**Accelerated Reader Training**

Reading Inventory Assessment training  
Observation and Anecdotal note taking training  
Classroom Management  
Education Technology Conference  
ADHD – Practical Instructional Support by Dr. Sheslow, AI Dupont  
Variety of Special Education trainings to include writing the IEP plans, regulation compliance and accessing resources for student achievement  
Effective Teaching Practices  
Curriculum Training for all purchased curriculum  
Curriculum Alignment team meetings and training  
Assessment Trainings – Writing rubrics, student work samples, evaluating student performance for planning purposes  
Teacher Mentoring Training

**7. Students with Special Needs**

Describe how the school complies with the following requirements:

- a) Current federal and state statutes relating to the education of students with disabilities, including but not limited to: evaluation, re-evaluation, accommodations, and having certified special education teachers prior to the admission of students. The school must provide for a Free Appropriate Public Education (FAPE) to students with disabilities and include a continuum of educational placements for students with disabilities.

**MOT Charter School is committed to educating all students, including students with special needs. MOT Charter School provides a continuum of educational placement options for children with disabilities including self-contained small classes, integrated classes with special education teachers present, to regular classes with consultation from special education teachers. Special needs determinations are based upon timely and recurring evaluations of qualified professionals. Special education students will be re-evaluated at least once every three years.**

**IEP plans are designed to educate students in the least restrictive environment, primarily serving children with disabilities in an inclusive setting. Children with identified disabilities are assigned a certified special education teacher who coordinates the child's education with the regular classroom teachers and, with the IST Coordinator, also ensures that other services such as occupational therapy, speech therapy, psychological assistance are contracted as needed. All accommodations relating to the special needs student are adhered to in the classroom as well as on any standardized test. Classroom teachers, the IST team and the special education teachers coordinate accommodations and classroom activities.**

**Parents are highly involved in the IEP meetings and the IEP process. Parents are notified of the intent to evaluate/re-evaluate their child for services and provide written consents prior to evaluations. All evaluations are given to the students in their native language by a trained, licensed professional. All communication to parents is given in their native language, and includes a copy of "Notice of Procedural Safeguards".**

**The IEP includes current educational level, annual goals, specific educational objectives, special education and related services to be provided, dates for initiation of service,**

**anticipated duration of service, and evaluation criteria. Through our identification and IEP processes we ensure that students with disabilities are educated to the maximum extent appropriate with their non-disabled peers. All special education teachers are certified in Delaware.**

**The number of students with special needs served by MOT Charter school has increased every year.**

- b) Section 504 of the Rehabilitation Act of 1973 and with the Americans with Disabilities Act of 1999.

**All children attending MOT Charter School are afforded an equal education opportunity. We do not deny an education on the basis of any disability. A 504 plan is developed in accordance with regulations for all students identified as having a physical or mental impairment that substantially limits one or more major life activities. The 504 includes current educational level, accommodations for the disability, dates for initiation of service, anticipated duration of service, and evaluation criteria. The classroom teachers work closely with the parents to monitor the effectiveness of 504 accommodations.**

- c) Title VI and VII of the Civil Rights Act of 1964.

**All children attending MOT Charter School are afforded an equal education opportunity without regard to race, creed, color, age, gender, national origin, sexual orientation, marital status, political belief, disability status, or any other consideration made unlawful by applicable federal laws.**

**Likewise, MOT Charter School provides equal opportunity for all persons in employment. All qualified applicants for employment are recruited, hired, assigned, trained, promoted, terminated or otherwise affected on the basis of merit without regard to race, creed, color, age, gender, national origin, sexual orientation, marital status, political belief, disability status, or any other consideration made unlawful by applicable federal laws.**

- d) Title IX of the Education amendments of 1972.

**All children attending MOT Charter School are afforded an equal education opportunity without regard to race, creed, color, age, gender, national origin, sexual orientation, marital status, political belief, disability status, or any other consideration made unlawful by applicable federal laws.**



**8. Economic Viability**

- a) How has this charter school improved public education in Delaware?

**MOT Charter School has improved public education in Delaware by offering parents an attractive alternative public education experience with unique attributes such as a K-8 grade configuration that minimizes transitions between schools, fixed class sizes, a greater opportunity to be involved in the education of their children, a challenging curriculum with a safe environment, site-based management, and a small community. By choosing to send their students to MOT Charter School, parents become committed to the organization right from the start. Because students are part of this school for 9 years parental commitment and ownership in the school is increased. Educating parents about and integrating parents into the learning process are key components of MOT Charter School's vision. We have caused parents in this district to be more aware of educational practices in Delaware and to become more knowledgeable about education, particularly issues such as school accountability, no child left behind, and the DSTP.**

**Similarly, at MOT Charter School, teachers feel real ownership in the educational organization because they have greater opportunity to participate in decision-making, have greater control over their classrooms, and greater flexibility to respond to the needs of the individual students.**

**MOT Charter School's success has contributed to the growth of charter schools in Delaware and serves as a model for new and developing charter schools.**

- b) How have the educational practices used in this charter school been shared with other Delaware educators?

**MOT Charter administrative and teaching staff coordinate with other Delaware Educators by attending state and local meetings. Our school participates in the state mentoring program and benefits from the coordinating efforts of many Delaware educators through trainings and workshop sessions. Our Head of School also participates in frequent meetings, both formal and informal, of all Charter School Chiefs.**

**MOT Charter school administration meets periodically with the local districts curriculum director, special education department staff to discuss program opportunities and provide mutual support.**

**The administration and school board have been active members of the charter school network since the planning and design period of MOT Charter School. This group connects Delaware educators and is a venue for providing and gathering helpful information.**

- c) What is the number of staff the school has had in each year of the current charter period?

**2002-03 = 41 FTEs**

**2003-04 = 48 FTEs**

**2004-05 = 53 FTEs**

**2005-06 = 53 FTEs**

***See Staff Rosters, Attachment L.***

- d) List all positions at the school not filled by employees of the school's Board of Directors. For example, if any employees at the school have been employees of contractors, list the positions and identify the contractors.

**After hours cleaning is performed by ServiceMaster, Inc.**

**Speech therapy services are provided by Christiana Care, Inc.**

**Occupational therapy services are provided by Delaware Curative, Inc.**

**Cara Feeney, school psychologist and counselor is an independent contractor.**

- e) Identify which teachers are Highly Qualified.

***See attached Exhibit M.***

- f) Describe the facilities the school has used during the current charter period.

**MOT Charter School is a single story building, approximately 55,000 square feet, and is situated on 17+ acres in a rural area south and west of Middletown, Delaware. In addition to 27 regular classrooms, the school has a library, dedicated classroom space for Art, Music, Science, Special Education, and a multi-purpose room used for Physical Education, lunch, and other school activities.**

- g) Who will own the school facilities? In the event that the school closes or (if applicable) the management agreement with any contractor terminates, what will become of the facilities and any debt owed on those facilities?

**The 17+ acre property on which the school is situated is owned by MOT Charter School, Inc. The school financed the building with a loan through WSFS and USDA. If the school were to close, MOT Charter School, Inc. would work with its lenders and seek to convert the building to other uses.**

- h) Describe how the school provides transportation to its students.

**MOT Charter School contracts with Lehanes Bus Service to provide transportation to students in grades K-8. Currently, 13 buses are provided. Approximately 90% of the students ride the bus.**

- i) How are special needs students transported?

**All MOT Charter students are provided the same opportunities for transportation.**

- j) Describe how meals are provided for students.

**MOT Charter School provides an opportunity for students to have a hot lunch every day. All lunches are prepared (heat and serve) and served by MOT Charter cafeteria staff in strict accordance with the USDA and Board of Health guidelines. MOT Charter's Child Nutrition Supervisor is an experienced food service manager with over 10 years experience in preparing meals in an institutional setting. The school serves an average of 280 lunches per day.**

- k) Describe how the school complies with the requirements of the federal Free and Reduced Lunch Program for eligible students.

**The school follows the federal regulations regarding the Free and Reduced Lunch Program. At the beginning of each school year, MOT Charter sends enrolled families the approved Free and Reduced package of information and applications. The school determines eligibility of student in accordance with federal guidelines. Every eligibility determination is double-checked and tested. MOT Charter School maintains complete and accurate records of meals and claims made under the Free and Reduced program.**

- l) List each of the major contracts the school has had during the current charter period. Major contracts include: contracts for equipment, services (including bus and food services, and related services for special education), leases of real and personal property, the purchase of real property, the construction and/or renovation of improvements to real property, and insurance.

<b>Transportation:</b>	<b>Lehanes Bus Service</b>
<b>Insurance:</b>	<b>Hartford</b>
<b>Cleaning:</b>	<b>State to State (2002-2004)</b> <b>Simply Clean (2004-2005)</b> <b>Service Master (2004-05)</b>
<b>Therapy:</b>	<b>Pediatric Therapy Services (2002-2004)</b> <b>Delaware Curative (2004-06)</b> <b>Christiana Care (2005-06)</b>
<b>Food Service:</b>	<b>Pat's Pizza (2003-04)</b>

The application must include complete and balanced budgets in an approved format for the school (see attached budget sheets) for the current charter period and the renewal period.

Note: State and local revenue estimates may be obtained from the Education Associate for School Accounts at the Delaware Department of Education (302) 739-4664. Estimates are based on information which the applicant provides regarding the numbers of students anticipated at each grade, the numbers of students anticipated from various districts, the anticipated special education classifications of enrolling students, and the qualifications of teachers hired by the school. These revenue estimates must be viewed with caution since the assumptions upon which the applicant may have based them may change once students actually enroll and staff is hired.

The applicant must attach as an appendix, a copy of the original budget revenue estimate from the Department of Education to verify the figures on which the proposed budget has been based.

*See Budget Worksheets for 2002, 2003, 2004, and 2005, Attachment R*

- m) Describe all other sources of revenue in addition to the state and local funds provided by law. Identify all other sources of funds, including any loan(s), the source of the loan(s), and the terms of the loan (s).

**Sources of other revenue include loans from the USDA and WSFS, fees for after school activities, and charitable donations. See Debt Schedule, Attachment N.**

- n) Are all school funds processed through the school's DFMS accounts? If there are schools funds maintained outside of the school's DFMS accounts list the amount of funds and location where the funds are maintained.

**School funds processed outside of DFMS accounts include: (1) funds received for student activities and charitable donations that are processed through WSFS Checking account, and (2) a WSFS Money Market account that serves as a building reserve required by the terms of our USDA Loan.**

**Current balance in WSFS Checking Account: \$52,966**

**Current balance in Building Reserve: \$70,076**

- o) If the school is managed by an outside group(s), describe the financial arrangements made between the board of directors and this group(s)? List the management fee paid to the outside group each year during the current charter period What specific services does that group(s) provide each year and what are the costs of each of those services?
- p) If public funds remain at the end of a fiscal year, what is the disposition of those funds?

**Public funds remaining at the end of the fiscal year that are left in the local appropriations are rolled into the new fiscal year appropriations.**

## **9. Administrative and Financial Operations**

- a) Describe how the school manages accounting, payroll, purchasing, compensation, retirement, and benefits. Specifically which individuals have direct responsibility in each of these operations? Identify the employer of each of these individuals.

**The accounting, payroll, purchasing, compensation and benefits functions are managed by the school's Business Manager who reports directly to the Head of School. The Business Manager, assisted by an administrative assistant, has direct responsibility for ensuring that all transactions are accurately recorded in DFMS, the school timely pays its obligations, and all employees are timely paid. The Head of School in conjunction with the Board of Directors determines compensation and benefits offered to employees. The Head of School approves all purchasing.**

- b) What are the roles and responsibilities of the board of directors? What specific actions does the board of directors take to ensure oversight of the school?

### **ROLES and RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

- ✓ Review the mission of the school; revising it when necessary.
- ✓ Ensure that administration implements educational programs that are consistent with the school's mission and charter

- ✓ **Approve and monitor the annual operating budget**
- ✓ **Hire and establish performance targets for administration**
- ✓ **Strategic planning**
- ✓ **Establish community support for the school**
- ✓ **Plan capital expenditures**

c) How are board members recruited and prepared to fulfill their responsibilities?

**The Board of Directors of MOT Charter School is constantly recruiting new community members to the Board to ensure that the Board is comprised of a variety of backgrounds to ensure adequate oversight. We identify the current needs of the Board and then canvass the community leaders who might fit our needs for their commitment and support. The faculty and staff of the school elect a new teacher board member each year. Additionally, any time a vacancy arises, the Board issues a blanket invitation for applications to the entire community.**

**Each new board member is provided with orientation materials that include the significant documents regarding the school's operations.**

d) What is the internal form of management at the school, including contracting with an outside group to manage any portion of the educational, administrative, and/or financial operations of the school?

**MOT Charter School is operated under the leadership of a Head of School, an employee of MOT Charter School, Inc. All other employees of MOT Charter School report directly or indirectly to the Head of School.**

If the board of directors is contracting a portion of the operation of the school to an outside group, identify the group, describe the relationship between the group and the board of directors, and list the services the outside group provides. A copy of the current signed management agreement between the board of directors and that group must be included with the application. The management agreement must be consistent with the requirements of 14 Delaware Code, Chapter 5.

**The Board of Directors is not contracting the operation of the school to an outside group.**

If an outside group is managing a portion of the school's educational, administrative and/or financial operations, the applicant must provide both:

1. A complete list of all other schools with which the outside group has contracted and the locations of those schools.
2. A list of any schools the outside group has managed but is no longer managing.
3. A complete list of all past and any pending litigation against that group or submit a statement that there has been none and that none is pending.

- e) How are teachers and parents involved in decision-making at the school?

**Teachers have many opportunities to participate in decision-making at MOT Charter School. Each week, teachers meet as departments or grade levels to provide input into issues, share concerns and brainstorm solutions. In addition, throughout the year, the faculty and staff will organize themselves into committees with specific objectives, such as the Character Council, commissioned to design the school's character education program. In addition, a teacher serves on the Board of Directors and teachers are invited to serve as a school Steward, a school-wide leadership group comprised of elected parents and teachers.**

**There are currently 5 parents who sit on the Board of Directors. In addition, parents have full access to the Board of Directors through the website, email, telephone and Board of Director Meetings, during which parents are invited to participate in discussions about community-wide matters. The PTO is active in many aspects of the school relating to fundraising and community events. Parents provide input through annual surveys, by sitting on committees such as the Consolidated Grant review committee, and the School Stewards.**

- f) What are the criteria and timeline used in the hiring of teachers, administrators, and other school staff?

**MOT Charter School hires only those employees who have demonstrated success in the technical area for which they are being hired, but who also have outstanding communication skills, and a proven ability to build relationships with others. Teachers are hired from June-August. Others are hired as needed.**

- g) How has the school recruited Delaware certified teachers?

**MOT Charter School participates as a potential employer in "Teach Delaware" hosted by the University of Delaware each year. In addition, we post open positions in the News Journal, local papers in southern New Jersey, and Maryland, the MOT Charter School website, as well as the career websites used by Delaware, Maryland, Pennsylvania, and New Jersey educators.**

- h) Provide a copy of the human resources policies governing: salaries, contracts, hiring, and dismissal for all positions at the school.

***See Attachment O.***

- i) How does the school incorporate the Delaware Performance Appraisal System into its teachers and staff evaluations?

**MOT Charter School evaluates teachers using the DPAS framework, and supplementing with observations regarding community involvement, parent survey feedback, and the teacher's support of the vision and mission of MOT Charter School.**

- j) How is the school held accountable to the parents of children at the school?

**MOT Charter School is held accountable to the parents of children through parent choice. The school provides frequent written communications from school to home with a policy that teachers must reply to parent inquiries within 48 hours. Parents may attend Board of Directors public meeting where parents may voice their comments and review monthly financial reports. In addition, the school's performance agreement requires 85% parent satisfaction on annual parent surveys.**

- k) What internal controls are used for budgets and financial records?

**MOT Charter School has developed a detailed Finance and Accounting Policies and Procedures manual. We have engaged outside experts to review our procedures and provide recommendations for improved controls. The Business Manager provides a monthly financial statement of operations to the Head of School and the Board of Directors which details revenues received and expenditures for the month. These are reviewed during monthly board meetings. All purchases over \$2,500 require the signature of two authorized signatories. In addition, the school's financial statements and accounting practices are audited annually. During this process, procedures are reviewed to ensure adequate division of duties and other protections.**

#### **10. Insurance**

Describe the types of and amounts of insurance coverage the school has including the agency with which the coverage is contracted and the beneficiaries of the insurance.

**The Hartford Insurance Company provides comprehensive commercial and general liability coverage to MOT Charter School. See *Summary of Insurance Coverage, Attachment P.***

#### **11. Student Discipline and Attendance**

The application must include a current copy of the "Student Rights and Responsibilities Manual" that includes the school rules and guidelines governing student behavior. The manual must describe student rights and responsibilities and the plan the school follows to discipline students.

***See Attachment Q.***

- a) Describe how the manual is distributed to parents and students prior to students applying for enrollment at the school.

**Parents are provided with information from the Family Handbook during Open Houses and the admissions process. Upon acceptance, but prior to enrollment, parents are provided with the Family Handbook.**

- b) Describe how discipline is handled with special education students. Describe how the school reports inappropriate behavior to affected parents, the Department, and when necessary, to law enforcement agencies.

**Discipline involving Special Education students follows the school's code of conduct unless the student has a disability that directly impacts the student's ability to comply with the code of conduct. In such cases, the student's IEP will contain a behavior plan which the student must follow. In matters of serious consequences, a manifestation hearing is held to determine whether the infraction was a manifestation of the student's disability.**

**Whenever a student is referred to a member of the administration, the school places a call to the student's parents to discuss the observed behavior. Offenses of the category "D" and "C" are reported in e-school plus for communication to the Department of Education. If required by law or DOE regulations, the school will immediately report school crimes to the appropriate law enforcement agency through a telephone call and a written follow up.**

- c) Describe how the school is in compliance with 14 Delaware Code, Section 4112, regarding the reporting of school crimes.

**The school's Administration is knowledgeable about Mandatory School Crime Reporting Law and reports all applicable offenses to the appropriate law enforcement agency by telephone at the time of the offense, and when appropriate, to the Department of Education. If a question exists regarding whether an offense is reportable, the school contacts the school's assigned police officer to discuss it.**

- d) Describe the attendance policies of the school. What level of attendance is required of the students? What actions are taken to ensure that students meet those levels of attendance? How are the attendance policies distributed to each student at the beginning of each school year?

**MOT Charter School's attendance policy is as follows and is included as part of the Family Handbook. This year, parents and students were reminded of the policy in the first school to home newsletter. In addition, a member of the school's faculty specifically reviewed the school's attendance policy with students in Grades 7 and 8.**

#### **ATTENDANCE**

*Parents of MOT Charter School students are expected to support the school's mission by ensuring that their children arrive at school on time, remain in school for a full day, and minimize the number of days the student is absent from school.*

#### **Tardiness**

*Instruction at MOT Charter begins promptly at 8:30 a.m. and it is critical that all students are prepared to begin at that time. Therefore, we ask that you ensure you student arrive at school no later than 8:25 a.m.. A student who is late misses valuable instructional time, creates a disturbance to the classroom, and demonstrates an unacceptable lack of respect for the School.*

*Any student arriving at school after 8:25 a.m. is tardy and must report to the front office before proceeding to the classroom. Parents must sign the late student in at the front office, and the student will be issued a tardy slip to present to the teacher. A student who is chronically tardy will be referred to the appropriate Dean or the Head of School. Four unexcused tardies will result in a full day unexcused absence.*



Absences

*Parents are expected to contact the School by telephone or email by 9:30 a.m. whenever a student is going to miss one or more classes. Upon returning to school, the student must present a written note of explanation from the student's parent to the teacher in order for the absence to be excused. This note must be presented within two days of the student's return. Only the following will be accepted as reasons for an excused absence:*

- 1. Illness of student. Any absence of three or more consecutive days due to illness requires a certificate from a health care professional to return to school.*
- 2. Scheduled medical or health appointments*
- 3. Funeral/death of family member*
- 4. Observance of religious holidays*
- 5. Appearance in court or with a court official*
- 6. Emergency conditions, such as inclement weather*
- 7. Absences pre-approved by the Dean and Head of School in order to participate in other educational experiences*
- 8. Emergency situations as determined by the Head of School*

*Following an excused absence, the student shall be permitted to make up all work missed, to take tests which were missed, and to turn in any assignments which became due during the absence. The time allowed for making up work shall be the number of days or class meetings missed as a result of the absence. A teacher may allow additional time in extraordinary situations.*

*A student shall receive a failing grade for all homework assignments that were due and missed during an unexcused absence. A student must take any tests missed during an unexcused absence the day the student returns to school, or such other time as determined by the teacher. Failure to take the test at the determined time will result in a failing grade on that test. It is up to the student and the parent to request information regarding missed tests or assignments.*

*At the student's 5<sup>th</sup> absence, the School will send written notification to the parents. At the student's 15<sup>th</sup> absence, the appropriate Dean will request a conference with the student and the student's parents. At the 20<sup>th</sup> absence (excused or unexcused), the Head of School will meet with the student and parents and may take any one or more of the following actions:*

- 1. Provide credit for the work completed.*
- 2. Require summer school.*
- 3. Dismissal*

*Parents are reminded that the State of Delaware imposes mandatory school attendance requirements for all public school students. When a student accumulates 30 unexcused absences, the School must refer it for prosecution and subsequent intervention by the Department of Services for Children, Youth and their Families.*

## **12. Health and Safety**

- a) What procedures are used to ensure the health and safety of the school's students, staff, and guests? What staff (e.g. nurse) have been hired or contracted to ensure that these responsibilities are handled in a satisfactory manner:
  - 1. Ensuring that students have physical examinations prior to enrollment.
  - 2. Administering medications and medical treatments, including first aid.
  - 3. Monitoring student health and maintaining health records.
  - 4. Ensuring that immunizations and TB screenings are conducted.
  - 5. Serving on IEP teams when medical treatment is required.
  - 6. Screening for health problems (vision, hearing, orthopedic, etc.).

**MOT Charter School has a full-time nurse who ensures that all students have physical examinations prior to enrollment, who administers medications and medical treatments according to instructions from the students' physician, who treats minor injuries and contacts parents when more serious injuries occur. The nurse maintains student health records, ensures that immunizations and TB screenings are current, and serves on IEP teams when necessary.**

**Routine vision, hearing and orthopedic screenings are conducted in compliance with federal and state regulations.**

**The school conducts health-related education for parents and students around topics such as puberty, sex, and how to respond to certain medical conditions.**

**The school also employs a part-time psychologist who looks after the emotional health of our students.**

**The school employs a part-time cafeteria manager to ensure that student meals are nutritionally adequate.**

**The school employs a maintenance technician to keep the building and grounds in safe and good repair and to maintain MSDS information on all products in the building.**

**Six employees are CPR certified.**

**Employees are provided information and guidance on health and safety related issues and trained in safety related procedures.**

**The School has a Crisis Management plan which is distributed to all employees. School employees are instructed in the school's lockdown and evacuations procedures and participate in monthly emergency evacuation drills.**

- b) Describe the plan the school uses to ensure that criminal background checks are made on the school's employees prior to hire.

**All employees are required to submit to a state and federal background check, and a child protection registry check. The results are kept in the personnel file of each employee. Any findings are brought to the attention of the supervisor/head of school.**

**13. Student and School Data**

- a) Describe the process and procedures the school follows to comply with the Family Education Rights and Privacy Act (FERPA) and implementing federal and Department of Education regulations regarding disclosure of student records.

**Student data and records are kept in the administration office and locked from public access. Access is limited to school personnel and given only for the legitimate purpose of providing educational services to the student. The school does not release any student data or records to third parties without express written consent of the student's parents or guardian, or unless otherwise required by lawful process.**

- b) Describe the procedures the school uses to ensure timely transfers of student data and student and school records to the Department of Education.

**MOT Charter School timely enters appropriate student data into *e-school* plus and DELSIS as required by the Department of Education. The school as timely complied with all requests for data and reports.**

**14. Certification of Payments to Management Companies**

List the management company(s) with which the school's board of directors has contracted services during the current charter period. If there have been no management companies, the applicant must so state. If the board of directors has hired a management company, has the board of directors submitted signed certificates required by 14 Delaware Code, Section 512 (14) to the Department of Education each year?

**MOT Charter School, Inc. originally contracted with Mosaica Education, Inc. for the management of MOT Charter School. The Board of Directors severed its relationship with Mosaica in the fall of 2002 just after opening. No management fees have been paid.**

## **Part II: Plan for the Proposed Charter Renewal Period**

This part of the application is in the form of a five-year plan that describes how the school will continue to meet the approval criteria in **14 Delaware Code, Section 512** and the requirements of **14 DE Admin Code, Section 275** in the Regulations of the Department of Education.

### **Specific Areas to Address**

Address each of the following areas:

#### **a) Qualifications of the Applicant (Regulation 275, Section 4.1)**

Describe any changes planned for the renewal period related to:

1. The management structure of the school and the division of responsibility between the staff and the board of directors.

**There are no changes planned for the management structure of the school or the division of responsibility between the staff and the board of directors at this time.**

2. Any partnership arrangements with other schools, educational programs, businesses, non-profit organizations, or any other entities or groups. If there is a management agreement or contract with a company or other entity to operate the school or provide specific educational services, describe any planned changes in that agreement or contract and submit a copy of the new agreement with the completed application for charter renewal.

**The school is not planning to enter into any partnership arrangements with other schools, educational programs, businesses, non-profit organizations, or any other entities or groups at this time.**

3. Describe how the Board of Directors and administrators employed at the school will continue to meet each of the requirements specified in **Regulation 275, Section 4.1**.

**The Board of Directors and administrators employed at the school will continue to meet each of the requirements specified in Regulation 275, Section 4.1 through:**

- ✓ Continuing affiliation with organizations with expertise in curriculum and instructional design
- ✓ Employing full time educational leaders; one to focus on K-5 and one to focus on 6-8
- ✓ Continuing to offer professional development opportunities to teachers and administrators
- ✓ Continuing to employ administrative staff trained in business management
- ✓ Securing additional expertise from contracted agencies when required
- ✓ Offering multicultural professional development opportunities and education
- ✓ Evaluating school's performance across diverse groups
- ✓ Broadly advertising the school's open enrollment process
- ✓ Offering additional professional development opportunities to those staff responsible for the operations of the school, including facilities and financial management
- ✓ Continuing to have an IST coordinator

- ✓ Contracting with therapeutic professionals as necessary to meet the needs of our students
- ✓ Provide counseling to students as needed
- ✓ Employing certified special education teachers to meet the needs of students
- ✓ The school will continue to have certified teacher and parent representatives serve on the Board of Directors
- ✓ Board will continue to conduct monthly meetings

4. List any planned change in the number, duties, and qualifications of employees at the school.

**b) Educational Program (Regulation 275, Section 4.3)**

1. Describe any changes planned during the renewal period for the scope and sequence of the school's curriculum including the major units of instruction covered in each content area in each grade in which the school provides instruction.

**While the school continues to evaluate and re-evaluate its educational program, no significant changes to the scope and sequence of the school's curriculum are planned at this time.**

2. Describe how the educational program will continue to comply with the requirements of applicable state and federal laws regarding students with disabilities, unlawful discriminations and at risk populations, including those listed in Regulation 275, Section 4.3.3.

**The school will continue to offer free and appropriate public education to all students without regard to race, creed, color, age, gender, national origin, sexual orientation, marital status, political belief, disability status, or any other consideration made unlawful by applicable federal and state laws.**

**c) Student Performance (Regulation 275, Section 4.2)**

1. List the student performance goals planned for the charter renewal period.

***See Proposed Performance Agreement, Attachment V.***

2. Include a list of proposed measurable performance objectives with specific measurable targets for each year of the charter renewal period.

***See Proposed Performance Agreement, Attachment V.***

3. Describe how the school will continue to comply with the requirements of the State Public Education Assessment and Accountability System pursuant to 14 Delaware Code, Sections 151, 152, 153, 154, and 157 over the renewal period.

**The School will continue to participate in the DSTP and follow DOE regulations regarding the promotion of students. The School will continue to offer summer school to all referred students, including those required to take summer school as a result of DSTP performance. The school will develop and implement Individual Improvement Plans as necessitated by student performance on the DSTP.**

**d) Economic Viability (Regulation 275, Section 4.4)**

1. Describe how the school will remain economically viable over the charter renewal period.

**The School will continue to employ sound financial management, financial oversight and internal controls to ensure it remains economically viable. The school will continue to assess parent satisfaction and meet academic achievement targets so that parents continue to find MOT Charter School an attractive alternative in public education.**

2. In the attached budget pages, report the source and expenditures of all funds for the charter renewal period. Identify the terms and source of any loans the school plans to receive during the charter renewal period.

***See Budget Worksheets, Attachment S and Debt Schedule, Attachment N.***

3. Describe how the school plans to address transportation for the school's students during the charter renewal period.

**The school plans to continue to contract with an outside vendor for transportation services for students. The school will investigate the possibility of adding an additional bus to alleviate long routes.**

4. Describe the facilities the school plans to use during the charter renewal period. Indicate whether the school plans to own or lease the facilities.

**No changes in the school's facilities are planned at this time.**

**e) Attendance, Discipline, and Student Rights and Safety (Regulation 275, Section 4.5)**

1. Describe any changes planned in the **Student Rights and Responsibilities Manual** used at the school. Describe how the manual will be distributed.

**The Family Handbook is reviewed annually. Employees are asked to review the handbook and recommend changes. The School Stewards will approve and recommend changes to the Handbook. Major policy changes must be approved by the Board of Directors. The Handbook is distributed annually at an event prior to the first day of school. Parents and students will be asked to acknowledge receipt and understanding.**

2. Describe any planned changes in the school's attendance policy and how that policy will be distributed to students and parents.

**No major changes to the school's attendance policy are planned at this time. The attendance policy is contained within the Family Handbook.**

3. Describe how the school will comply with 14 Delaware Code, Section 4112 and applicable DOE regulations regarding the reporting of school crimes.

**The school will make reasonable efforts to notify the parents of any student victim and shall immediately report to the appropriate law enforcement agency (in person or by telephone) whenever a school employee has reliable information that would lead a reasonable person to believe that:**

- ✓ **A student or a school volunteer has been the victim of a violent felony, an Assault III, or unlawful Sexual Contact III which occurred on school property or at a school function.**
- ✓ **A school employee has been the victim of a violent felony, an Assault III, an Unlawful Sexual Contact III, an Offensive touching, or terrorist threatening which occurred on school property or at a school function.**
- ✓ **A student has been the victim of a violent felony, an assault in the third degree, any sexual offense, as defined in § 761(d) of Title 11 when the school employee has reliable information that would lead a reasonable person to believe that the crime has been committed by another school employee, regardless of whether the offense occurred on school property or at a school function.**
- ✓ **A student under the age of 18 has been the victim of sexual harassment, as defined in Title 11, which occurred on school property or at a school function.**
- ✓ **Person on school property has drugs, weapon or bomb, or other dangerous instrument.**

**If the police agency determines that probable cause exists to believe that a crime has been committed or the school later learns that a suspect has been arrested for the offense, then the school shall file a written report of the incident with the Department of Education within 5 days.**

4. Describe how the school will provide for the health and safety of students, employees, and guests, including health services.

**The School will continue to follow established procedures and protocols designed to protect the health and safety of students. In addition, by September of 2006, the school will develop a Wellness Policy. The school also plans to offer CPR training to increase the number of staff certified in CPR and first aid.**

**f) Market Accountability (Regulation 275, Section 4.5)**

**Describe any planned changes in the recruitment, enrollment procedures for students during the charter renewal period. List the admissions preferences the school will use during the renewal period.**

**No changes in the recruitment, enrollment procedures for student, or admissions preferences are planned at this time.**

## **ASSURANCES**

**The Board of Directors of this charter school assures that the school will:**

1. Be in full compliance with the requirements of **14 Delaware Code, Chapter 5 and 14 Admin Code, Section 275 in the Regulations of the Department of Education.**
2. Not discriminate against any student in the admissions process because of race, creed, color, sex, handicap, or national origin or because a student's school district of residence has a per student local expenditure lower than another student seeking admission.
3. Not operate in a sectarian manner or include religious practices in its educational program.
4. Participate in the Delaware Student Testing Program and meet the requirements for school accountability as described in state law.
5. Manage the school within all state administrative and financial systems including accounting, payroll, purchasing, retirement, and benefits. All school funds will be managed through the school's accounts set up in the Delaware Financial Management System (DFMS).
6. Initiate and maintain direct communication with other public and nonpublic schools to assure efficient notification and transfer and exchange of records.
7. Update the application to incorporate any modifications and/or conditions identified as pre-conditions to final approval by the Secretary of Education and State Board of Education as set forth in its written decisions; and operate the program in accordance with the content of the updated and approved charter granted by the Department of Education and State Board of Education. The school's board of directors will not implement any additional modifications to the charter school program or operation without the express written consent of the Department of Education.
8. Notify the Department of Education in writing when the school administrative head or any member of the board of directors changes.
9. Provide the Department of Education with copies of all policies and by-laws of the school and the school's board of directors and inform the Department in a timely manner when by-laws change.
10. By September 1 of each school year, provide the Department of Education with a list of staff employed at the school and evidence of the certification status of all teachers employed at the school.
11. Employ only staff who have complied with the requirement of having a successful criminal background check and report to the Department of Education by September 1 of each school year that the school is in full compliance with state law related to this requirement.
12. Cooperate fully with Department of Education requests for reporting information and activities related to monitoring the school's compliance with the charter and applicable state and federal laws and regulations.



13. Comply with the provisions for a Performance Agreement, as required by the Secretary of Education.
14. Distribute copies of the Department's **Frequently Asked Questions About Delaware Charter Schools** to all parents seeking to enroll their child(ren) as well as to parents of enrolled children.
15. Conduct all meetings of the board of directors in a manner consistent with the Freedom of Information Act, especially the legal requirements of 29 Delaware Code, Sections 10002, 10003 and 10004.
16. Prior to opening the school, include a representative of the teachers employed by the school and parents of students enrolled at the school on the board of directors, consistent with 14 Delaware Code, Section 511(a). Each year of operation, ensure that representatives of the teachers employed at the school and parents of children enrolled at the school are on the board of directors.
17. Comply with the requirements for reporting school crimes as described in 14 Delaware Code, Section 4112.
18. As required by 14 Delaware Code, Section 506 (d), maintain on file a written statement signed each year by the parent(s) or guardian(s) of each enrolling child acknowledging that the child will attend the charter school for at least one complete school year.
19. Advise any person or entity offering a loan to the school that debts of the school are not debts of the State of Delaware and that neither the State nor any other agency nor instrumentality of the State is responsible for the repayment of any indebtedness.
20. If required by the Department, annually certify on a form to be provided by the Department, that prior to the payment of any fees or other sums to a management company employed by the board, the board will ensure that sufficient revenues of the school are devoted to adequately support the school's proposed educational program.

**As members of the Board of Directors of this Charter School, we agree to these assurances as a condition of renewal of the charter.**

**We have reviewed both the Delaware Charter Law (14 Delaware Code, Chapter 5) and 14 Admin Code, Section 275 in the Regulations of the Department of Education (DOE Regulation 275), and have based the responses in this application on the review of these documents.**

**We are familiar with the requirements of the Delaware Financial Management System (DFMS) and the state payroll system.**

**We understand that when submitted to the Department of Education, this application will be deemed to be a "public document" subject to disclosure pursuant to the provisions of the Delaware Freedom of Information Act.**

**We understand that if this charter is renewed, all future members of the school's board of directors will be bound by the terms of the charter unless the approved charter is formally modified with the written approval of the Secretary of Education.**

MOT Charter School / Oct 12, 2005  
Name of Charter School Date of Signatures

Name of Charter School

Date of Signatures

Signature of Chair of the Charter School Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Oct 16 05 06:37p

MOT Charter School

(302) 376-5120

MOT Charter School 2005 Renewal Application

MOT Charter School /                       
Name of Charter School Date of Signatures

Signature of Chair of the Charter School Board of Directors

[Signature]  
Signature of a Member of the Board of Directors

[Signature]  
Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Alfonso E. Garza ALFONSO E. GARZA  
Signature of a Member of the Board of Directors

## MOT Charter School 2005 Renewal Application

We understand that if this charter is renewed, all future members of the school's board of directors will be bound by the terms of the charter unless the approved charter is formally modified with the written approval of the Secretary of Education.

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Name of Charter School


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Date of Signatures

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Signature of Chair of the Charter School Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

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Signature of a Member of the Board of Directors

## **ATTACHMENTS**

Attachment A	Biographies of the Board of Directors
Attachment B	Certificate of Incorporation
Attachment C	By-laws of MOT Charter School, Inc.
Attachment D	Open Enrollment Advertisements
Attachment E	MOT Charter Admissions and Enrollment Process
Attachment F	Performance Agreement for Years 2002-2004
Attachment G	Current Performance Agreement
Attachment H	DSTP Performance Summary
Attachment I	ITBS Test Results
Attachment J	Parent Survey Compilations
Attachment K	2005-06 School Calendar
Attachment L	Staff Rosters
Attachment M	Highly Qualified Teachers
Attachment N	Debt Schedule
Attachment O	Staff Handbook Excerpts
Attachment P	Summary of Insurance Coverage
Attachment Q	Family Handbook and Student Code of Conduct
Attachment R	Budget Worksheets (2002-2005)
Attachment S	Budget Worksheets (2006-2010)
Attachment T	Major Contracts
Attachment U	Footnote to Budget Pages and attached email
Attachment V	Proposed Performance Agreement for 2006-2010
Curriculum Appendix	Curriculum Alignment by Grade Level

# ATTACHMENT A

## **ATTACHMENT A**

### **BIOGRAPHIES OF THE BOARD OF DIRECTORS OF MOT CHARTER SCHOOL**

#### **Louis Savino** Chair

As an Account Manager for Vanguard Systems, Inc. Louis is responsible for managing IT strategies for Fortune 500 Companies in the Mid Atlantic region. Working as an IBM consultant, Louis supports all hardware and software initiatives while specializing in document management solutions.

Louis graduated from Lafayette College in Easton, Pennsylvania with a Bachelor of Arts degree in Economics. Louis, wife Lisa, and four children live in Middletown, Delaware. Mary and Isabella attend MOT Charter School.

#### **Alfonso E. Garbayo, MBA** Vice Chair

Currently a Sales Manager for the Eli Lilly Pharmaceutical company, Alfonso leads a sales team of 15 people to support the company's Oncology business. In this senior role, Alfonso daily problem-solves and coaches individual sales representatives to achieve their sales objectives. Alfonso graduated from the University of Delaware and earned a Masters in Business Administration at Wilmington College.

Alfonso, wife Kathy and three children, Evan, Alec and Carly live in Middletown, Delaware. Alec and Carly currently attend MOT Charter School and Evan was a member of MOT Charter's first graduation class. Alfonso is Spanish American, bi-lingual in Spanish, graduated from Dover High School. Alfonso and his family have lived in the Middletown area for 12 years and have been involved in many community activities. He has been a sports coach (baseball, soccer and basketball) for the last 7 years.

#### **Andrew L. Lavelle, CFM** Treasurer

As a member of The Siegfried Group's executive leadership team and Market Leader for Siegfried's Southern California market, Andrew is responsible for leading all aspects of Siegfried's Southern California operations, including recruiting, client service delivery and profitability. Prior to this current role, Andrew spent two years as Director of Marketing, and three years as a Business and Systems Analyst. His responsibilities

included forecasting, budgeting, financial reporting, lender relations, profit center planning, audit support and the implementation of key business systems.

A graduate of the University of Delaware, Andrew earned an MBA with concentrations in Finance, Marketing, Information Technology, and International Business. He received a B.S.B.A. with honors from the University of Central Florida. He currently resides in Wilmington, Delaware with his wife Megan.

**Morris Deputy, P.E.**  
Assistant Treasurer

Presently Town Manager of Middletown, Morris directs and supervises the administration of the town's departments through regular coordination with the Town Superintendent, Town Clerk, Town Solicitor and Auditor. Morris advises the Mayor and Town Council on the financial condition and future needs of Middletown.

Morris earned a Bachelor's of Science Degree in Civil Engineering from the University of Delaware where he graduated Cum Laude. He received his Delaware Professional Engineering license in 2000. Originally from Milford, Delaware, Morris worked as a Construction Foreman with John Julian Construction and Project Manager with KCI Technologies, Inc., an engineering consulting firm.

Morris, wife Michelle and two children, Alexis and Margaux reside in Townsend, Delaware. Alexis and Margaux attend MOT Charter School.

**Jolene A. Outten**  
Secretary

A paralegal with a worldwide chemical company for over 20 years, Jolene assists with the management of Basell's North American Intellectual Property department, responsible for the group's patent, trademark and contract administration, as well as the budget, office management and coordination of procedures with the Company's German and Italian intellectual property offices. A graduate of St. Mark's High School, Jolene earned an Associate of Arts degree from Goldey Beacom College and a Paralegal Certificate from Widener University.

Jolene, husband John and two boys (Zachary and Aaron) live in Townsend, Delaware. In addition to serving on the Board of the MOT Charter School, Jolene has served with the Girl Scouts, Junior Chamber of Commerce, Delaware JC's, Blackbird Community Center and St. Joseph's Catholic Church. Both Zachary and Aaron attend MOT Charter School.



**William E. Manning, Esquire**  
Community Member

William (Bill) Manning is the senior shareholder in the Wilmington office of the law firm Klett Rooney Lieber & Schorling. He practices law in the areas of land use regulation and litigation, general commercial litigation, utility regulation and higher education issues.

Bill was admitted to the Delaware Bar in 1976 after receiving his J.D. from the University of Louisville Law School, where he was a *cum laude* graduate. He received his B.A. from the University of Delaware in Economics/Political Science. After clerking in the United States District Court in Wilmington, Bill became Counsel to the Governor and then Chief of Staff to the Honorable Pierre S. duPont, IV, Governor of Delaware. A member of the Delaware Bar Association, he currently serves on the Executive Committee of the Delaware Chamber of Commerce and the Board of Directors of GMAC Bank. Bill is a native Delawarean and resides in Wilmington, Delaware with his wife, Martha.

Bill has had regular school board experience and has been an advocate of the charter school movement and education reform in the State of Delaware for many years. He is a constant supporter of and advisor to the Delaware Charter School's Network, working with his wife, Martha, the Network's Executive Director.

**Jennifer Lyn Taylor**  
Founding Member

In 1997, Jennifer graduated from the University of Delaware with a Bachelor of Arts in Political Science with a concentration in Education. Currently at home caring for her two children, Jennifer has held public relations and educational consultant positions in both the private and not-for-profit industries. She currently works on a project-basis for the Delaware Charter Schools Network, Inc. Jennifer is involved in a variety of community service works, and has spent the past several years working on public education reform in Delaware.

Jennifer and her husband, James, have two children, Carson and Shepherd. Carson attends kindergarten at MOT Charter School. James served on the Red Clay Consolidated School District Public School Board. Born and raised in Texas, Jennifer spent her senior year of high school abroad, studying at the Christelijk Lyceum Arnhem in Arnhem, The Netherlands, and she speaks fluent Dutch.

**Gary W. Duren Sr.**  
Parent Member

Currently a Senior Relationship Manager with Juniper Bank, Gary assists customers and employees in the On-line Service Center at Juniper Bank. After graduating from high school in Sherman, Texas, Gary attended Texas Tech University where he majored in Marketing, became a member of Sigma Nu Fraternity, and represented Texas Tech on the national level becoming director of the Southwest Affiliate of College and University Residence Halls. Gary graduated Magna Cum Laude from Wilmington College in May of 2002 with a degree in Business Management. Prior to joining Juniper Bank in January 2000, Gary worked for 25 years in the restaurant industry.

Gary and his wife, Sharan, reside in Odessa, Delaware with their two children Gary Jr. and Amber. Gary Jr. was a member of MOT Charter's first graduation class and currently attends the Delaware Military Academy and Amber is a student at MOT Charter School. Gary is also active with Boy Scout Troop 902 at Cornerstone United Methodist Church.

**Linda J. Jennings, Esquire**  
Head of School

After graduating from high school in Plattsmouth, Nebraska, Linda studied Mathematics at the United States Coast Guard Academy. Linda graduated Summa Cum Laude from Springfield College with a Bachelor's of Science degree in Mathematics and Health Fitness. In 1992, Linda received a Juris Doctor with Order of the Coif designation from the University of Maryland, where she was awarded the American Jurisprudence Award in Torts and Criminal Law. Linda also served as the Managing Director of the Maryland Law Review.

Following a two-year clerkship with the Honorable Joseph J. Farnan, Jr. on the United States District Court for the District of Delaware, Linda joined the Philadelphia-based law firm, Duane, Morris & Hecksher as a commercial litigator. Linda was the Special Projects Director for Grotto Pizza, Inc. and was General Counsel and Senior Vice President of Sales and Marketing Operations for The Siegfried Group where Linda was instrumental in establishing the strategic direction for the company. Her responsibilities included a wide variety of corporate legal matters, overseeing the day-to-day sales and marketing operations, driving revenue growth, and exploring opportunities for expansion.

Linda, husband Luther, and two sons (Wyatt and Isaac) reside in Townsend, DE. Wyatt and Isaac attend MOT Charter School. In addition to her civic service with MOT Charter School, Linda has held a variety of volunteer coaching positions in many youth sports programs.

**Stefanie Sweigart**  
**Certified Teacher**

Stefanie Sweigart is a life-long resident of Delaware. She attended Silver Lake Elementary, Redding Middle, and Middletown High School. She then went to the University of Delaware and obtained her degree in Elementary Education with certifications in K-8 and Middle School Mathematics.

With MOT Charter School since it opened, this is Stefanie's fifth year in teaching. She currently teaches math and language arts for fifth grade at MOT Charter and is the Faculty Advisor for MOT Charter School's Math League.

# ATTACHMENT B

## CERTIFICATE OF INCORPORATION

OF

### MOT CHARTER SCHOOL, INC.

1. The name of the corporation is MOT Charter School, Inc. hereinafter referred to as the "Corporation."
2. The address of the registered office of the Corporation in the State of Delaware is located at 7 Du Pont Highway, St. Georges, County of New Castle, Delaware 19733. The registered agent of the Corporation at that address is the Corporation itself.
3. The purpose or purposes for which the Corporation is organized are exclusively charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or in the corresponding provision of any subsequent law, including the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Code or corresponding provision of subsequent law. Without limitation to the foregoing, the Corporation is a nonprofit organization formed for the exclusively charitable purpose of educating children in the State of Delaware.
4. The term for which the Corporation is to exist is perpetual.
5. The Corporation shall be a membership corporation and shall have no authority to issue capital stock.
6. The number, qualifications, rights and limitations of members shall be as set forth in the bylaws of the Corporation.
7. The Corporation does not contemplate pecuniary benefit or gain incidental or otherwise.

8. The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate its status (i) as a corporation which is exempt from Federal income taxation, as an organization of the type described in Section 501(c)(3) of the Internal Revenue Code, or in the corresponding provision of any subsequent law, or (ii) as a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code, or under the corresponding provision of any subsequent law.

9. No part of the net earnings of the Corporation shall inure to the benefit of or will be distributable to its directors, officers, members or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the corporate purposes.

10. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as may be permitted under Section 501(h) of the Code, or under the corresponding provision of any subsequent law); nor shall the Corporation participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

11. In furtherance of the purposes set forth in Article 3 above, the Corporation shall have all the powers created by law, so long as they are consistent with the requirements of Section 501(c)(3) of the Code, including, but not limited to, the power to accept gifts, grants, devises, bequests of funds, or any other property from any public or governmental bodies and any private persons who shall include, but not be limited to, private and public foundations, corporations and individuals.

12. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors in the manner prescribed in the bylaws of the Corporation. The number of members of the board of directors shall be set forth in the bylaws of the Corporation.

13. The Corporation shall indemnify the directors and officers of the Corporation to the fullest extent permitted by law.

14. The directors of the Corporation shall incur no personal liability to the Corporation or its members for monetary damages for any breach of fiduciary duty as a director; provided, however, that the directors of the Corporation shall continue to be subject to liability: (i) for any breach of their duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the directors derived an improper benefit. In addition, the personal liability of directors shall further be limited or eliminated to the fullest extent permitted by any future amendments to Delaware law.

15. Pursuant to Section 141 of the General Corporation Law, no provision of Section 141 of the General Corporation Law shall apply to the Corporation if any such provision is inconsistent with any provision of the bylaws of the Corporation.

16. Upon the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets of the Corporation remaining after the liabilities of the Corporation have been discharged or provided for, shall be transferred to such organization or organizations organized and operated exclusively for such purposes as are consistent with the Corporation's purposes and which are qualified as an exempt organization or organizations under Section 501(c)(3) of the Code, or the corresponding provisions of any subsequent law, as the Board of Directors shall determine.

17. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereinafter prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

18. The name and address of the Incorporator is Frances Gauthier, c/o Duane, Morris and Heckscher LLP, 1201 North Market Street, Suite 1500, Wilmington, Delaware 19801.

19. The powers of the Incorporator shall terminate upon the election of directors.

I, THE UNDERSIGNED, being the Incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make, file and record this Certificate of Incorporation, and, accordingly, have hereunto set my hand and seal this 30th day of December, 1999.

*Frances Gauthier* (SEAL)  
Frances Gauthier



STATE OF DELAWARE  
CERTIFICATE OF CHANGE  
OF REGISTERED AGENT AND/OR  
REGISTERED OFFICE

The Board of Directors of <sup>MOT</sup>~~M.O.T.~~ Charter School, Inc.,  
a Corporation of Delaware, on this 31<sup>st</sup> day of  
October, A.D. 2002, do hereby resolve and order that the  
location of the Registered Office of this Corporation within this State be, and the  
same hereby is 1156 Levels Road  
\_\_\_\_\_  
Street, in the City of Middletown,  
County of New Castle Zip Code 19709

The name of the Registered Agent therein and in charge thereof upon whom  
process against this Corporation may be served, is <sup>MOT</sup>~~M.O.T.~~ Charter School, Inc.,  
1156 Levels Rd, Middletown DE 19709

<sup>MOT</sup>~~M.O.T.~~ Charter School, Inc., a Corporation of Delaware,  
does hereby certify that the foregoing is a true copy of a resolution adopted by the  
Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be  
signed by an authorized officer, the 12<sup>th</sup> day of October,  
A.D., 2002

By:   
Authorized Officer

Name: Linda Jennings  
Print or Type

Title: Asst. Pres.

# ATTACHMENT C

**BYLAWS  
OF  
MOT CHARTER SCHOOL, INC.**

A not-for-profit corporation  
Amended and adopted as of April 7, 2002

**ARTICLE I – POWERS AND FUNCTIONS OF DIRECTORS**

Subject to limitation imposed by law, the Certificate of Incorporation, or these bylaws, all corporate powers shall be exercised by or under the authority of the Board of Directors (the "Board"). The Board has the power to manage the property and business of this corporation (the "Corporation"). The members of the Corporation (the "Members") shall have no voting rights, other than as provided by the General Corporation Law of the State of Delaware and the provisions of these bylaws.

Without limiting the foregoing, the Board shall conduct the business of the Corporation, including:

- i. Adopting the bylaws of the Corporation;
- ii. Determining the general policies and strategic planning of the Corporation;
- iii. Establishing the annual budget and approving major expenditures;
- iv. Selecting projects and approving the overall budget of said projects;
- v. Approving the administrative budget of the Corporation;
- vi. Approving the annual financial statement of the Corporation; and
- vii. Electing officers and filling vacancies in said offices as may occur from time to time during the year.

**ARTICLE II – MEETING OF THE BOARD**

**Section 1. Compliance with Delaware Code.**

The Board shall conduct its meeting within the State of Delaware as if it were a "public body" as defined in 29 Del. Code § 10002(a) and according to the requirements of Chapter 100 of said Title 29 (the "Act"), including provisions relating to the open meetings requirements of the Act. In addition to the published notices required by the Act, notices of each meeting of the Board shall be forwarded to its member by any method, which preserves proof of such notice.

**Section 2. Quorum.**

A quorum for the transaction of business at any meeting of the Board shall consist of one-third of the voting directors then serving, except as may otherwise be required by law. An act of the majority of directors present and voting at a duly called meeting shall be the act of the Board, except as may otherwise be provided elsewhere by these bylaws.

**Section 3. Reliance.**

A member of the Board, or of any committee thereof shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers, or employees, or committees of the Board, or by any other person as to matters the member reasonable believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

### **ARTICLE III – MEMEBERSHIP OF THE BOARD**

#### **Section 1. Number.**

The Board shall consist of at least 7, but no more than 12 members. The initial Board shall consist of four members. However, the number of directors constituting the Board may be reduced as a result of vacancy or increased upon the election of additional members as provided in Sections 7 and 5, respectively, of this Article III.

#### **Section 1a. Classes of Directors.**

The Board of Directors shall be divided into four classes.

Class I shall be the members of the founding board and their replacements.

Class II shall be members of the community-at-large elected to the Board pursuant to Sections 5 and 7 of this Article III.

Class III. Once the Charter School has opened, at least one member of the Board shall be a-certified Delaware teacher employed at the school elected to the Board pursuant to Sections 5 and 7 of this Article III.

Class IV. Once the Charter School has opened, at least one member of the Board shall be a parent of a student enrolled at the school and elected to the Board pursuant to Sections 5 and 7 of this Article III.

#### **Section 3. Voting Rights.**

Each director shall have one vote. All directors shall be deemed to constitute a single class for voting purposes.

#### **Section 4. Liability.**

No director shall be personally liable for the debts, liabilities or obligations of the Corporation.

#### **Section 5. Election and Term.**

The initial directors of the Corporation shall be selected by the Incorporator pursuant to written action. Directors shall, in their discretion, elect additional eligible directors to Classes I, II, III, and IV pursuant to an affirmative vote of a majority of all the directors of the Corporation, provided that the limit on the number of directors set forth above in Section I of this Article III shall not be exceeded.

Directors in Class I shall have initial terms of four years. Directors in Class II shall have initial terms of 3 years. After the initial term of a director in Class I or Class II shall have expired, a successor to such director shall be elected by the affirmative vote of a majority of the remaining directors whose terms have not then expired. Each successor director in Classes I and II shall be elected to serve a term of three years.

Class III Directors shall serve terms of one year. After the initial term of a director in Class I or Class II shall have expired, a successor to such director shall be elected by the affirmative vote of a majority of the remaining directors whose terms have not then expired.

Class IV Directors shall serve terms of two years. After the initial term of a director in Class I or Class II shall have expired, a successor to such director shall be elected by the affirmative vote of a majority of the remaining directors whose terms have not then expired.

Each successor director shall be elected to serve in the same class of directors as his/her predecessor.

#### Section 6. Chair of the Board.

The Board shall elect, at its original meeting and each annual meeting, a Chair of the Board (the "Chair") who shall be a director and who shall hold office until the next annual meeting of the Board and until elected and qualified or until his or her earlier resignation or removal by act of the board. The Chair shall preside at meetings of the Members of the Corporation and of the Board. In the absence of the Chair, a Vice-Chair shall preside at meetings of the members of the Board.

#### Section 7. Vacancies.

Any vacancy on the board shall reduce the number of directors constituting the whole Board and the number of duly elected and acting directors until such time, if any, as an additional eligible director is elected pursuant to Section 5 of this Article III.

#### Section 8. Removal.

A director may be removed from the Board with or without cause by an affirmative vote of at least a majority of directors.

### Section 9. Compensation.

Directors shall serve without compensation.

### Section 10. Resignations.

Any director may resign from a committee of the Board, an office of the Board, or the board itself by giving written notice to the Chair or the Secretary. Any such resignation shall take effect on the date of receipt of such notice or at any later time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE IV – COMMITTEES OF THE BOARD**

### Section 1. Establishment by Chair.

The Chair of the Board may appoint, or may provide for the appointment of, committees consisting of directors with such duties and powers as the Chair may, from time to time, designate and prescribe, except as indicated in Sections 2 and 3 below. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the Chair may appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. The Chair may, from time to time, suspend, alter, continue or terminate any of such committees or the powers and functions thereof.

With out limiting the foregoing, the Chair shall initially provide for the following committees: Executive Committee and Finance Committee.

### Section 2. Executive Committee.

The Executive Committee shall consist of the Chair, Vice Chairs, the Secretary, and the Treasurer. The Executive Committee shall have and may exercise all the powers and authority of the Board, except as otherwise provided by law. Without limiting the foregoing, the Executive Committee shall approve of the Corporation's administrative budget, including the compensation of any employees.

### Section 3. Finance Committee.

The Finance Committee shall consist of the Chair, the Secretary, the Treasurer and two other directors to be appointed by the Chair. The Finance Committee shall be responsible for establishing an annual budget, and an administrative budget, including the compensation of any employees.

### Section 4. Action.

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the members of the whole committee shall constitute a quorum unless the

committee shall consist of one or two members, in which case one member shall constitute a quorum. All matters properly brought before the committee shall be determined by a majority vote of the committee.

#### Section 5. Procedures.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided by law. Adequate provision shall be made for notice to all members of any committee of all meetings of that committee.

### **ARTICLE V – MEMBERS**

#### Section 1. Annual Meeting.

An annual meeting of the Members of the Corporation shall be held immediately preceding the annual meeting of directors at such place, on such date, and at such time as shall have been established by the Board.

#### Section 2. Special Meetings.

Special meetings of the members of the Corporation may be held at the call of the Chair for any purpose or purposes. Such request shall state the purpose or purposes of the proposed meeting.

#### Section 3. Compliance with Act Notice.

A notice of any annual or special meeting, setting forth the time, date and place of the meeting, shall be given by the Secretary in person, by mail, by telephone, by telecopier or by telegram not less than ten (10) days in advance of the meeting to each Member at the address last shown on the records of the Corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any annual or special meeting. In addition to the provisions of the §3, all meeting of Members shall be conducted pursuant to and in compliance with the Act.

#### Section 4. Quorum.

At any meeting of the Members, a quorum for the transaction of business shall consist of one-third of all of the Members of the Corporation, except to the extent that a greater number of Members may otherwise be required by law. And act of the majority of Member present and voting shall be the act of the memb3ers, except as may otherwise be required by these bylaws.

#### Section 5. Waiver or Consent.

The transaction of business at any meeting of the members of the Corporation, however called and notices and wherever held, shall be as valid as thought held at a meeting after

regular call and notice, if a quorum is present and it, either before or after the meeting, each of the Members not present sign a written waiver of notice or consent to the holding of the meeting or an approval of the minutes. All such waivers, consents, or approvals shall be expressed in writing and filed with the corporate records or make a part of the minutes of the meeting; provided, however, that no such action shall be valid if taken in such a way as would not comply with the Act.

## **ARTICLE VI – OFFICERS**

### **Section 1. Officers.**

The officers of the Corporation shall consist of the Chair, Vice Chair, a Secretary, a Treasurer, and such assistants to the Secretary or Treasurer, as the Board may deem necessary. The officers shall perform such duties as described in this Article and shall receive no compensation for these services, except as otherwise expressly noted. Only members of the Board may serve as the Chair, Vice Chair, Treasurer, and Secretary. Any person may hold more than one office.

### **Section 2. Election and Term.**

The officers of the Corporation shall be elected by, and serve at the pleasure of, the Board. The initial officers shall be elected for one-year terms provided that an officer appointed to fill a vacancy shall serve for the remainder of the term of his or her predecessor, and provided further that an officer shall serve until his or her successor is elected and qualified in accordance with these bylaws.

### **Section 3. Vacancies.**

A vacancy in any of the offices of the Corporation may be filled for the unexpired term by appointment by the Chair.

### **Section 4. Chair.**

The Chair shall preside at all meeting of the Board and all meeting of the members of the Corporation. The Chair shall serve as the principal executive officer of the corporation. The Chair shall see that all orders and resolutions of the Board and the Executive Committee or other committees of the Board are carried into effect. The Chair shall also have general supervision and direction of the officers and shall see that their duties and those assigned to other directors are properly performed.

### **Section 5. Vice Chair.**

Each Vice Chair shall have such powers and duties as may be prescribed from time to time by the Chair or by the Board. In the absence or disability of the Chair, the Vice Chairs shall perform all the duties of the Chair.



#### Section 6. Secretary.

The Secretary shall keep or cause to be kept a record of the proceedings of the Board, shall make service of all such notices as may be required under the provisions of these bylaws or by law, shall be custodian of the corporate records and of the corporate seal, and shall have such other powers and duties as may be prescribed from time to time by the Chair or the Board.

#### Section 7. Treasurer.

The Treasurer shall be responsible for the oversight of the custody of all funds of the Corporation, shall generally supervise the accounting and bookkeeping of the Corporation, shall regularly report to the Board as to the financial condition and results of the operation of the Corporation, and shall have such other powers and duties as may be prescribed from time to time by the Chair or the Board.

### **ARTICLE VII – EXECUTION OF INSTRUMENTS**

#### Section 1. Checks, Drafts and Orders for Payment of Money.

All checks, drafts and orders for payment of money shall be signed in the name of the Corporation and shall be signed by one of the following officers: The Treasurer, the Secretary or any Assistant Treasurer or Assistant Secretary.

#### Section 2. Contracts.

All contracts, conveyances or other instruments which have been authorized by the Board shall be executed in the name and on behalf of the Corporation, and have affixed thereto the corporate seal, by the Secretary of the Corporation or his or her delegate.

### **ARTICLE VIII – INDEMNIFICATION**

#### Section 1. Right to Indemnification.

The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any motion, suit, or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonable incurred by such person. The Corporation shall be required to indemnify a person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of the Corporation.

## Section 2. Prepayment of Expenses.

The Corporation shall pay the expense (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition, provided, however, that the payment or of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

## Section 3. Claims.

If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefore has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

## Section 4. Nonexclusively of Rights.

The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, an agreement, vote of Member or disinterested directors or otherwise.

## Section 5. Other Indemnifications.

The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, or employee or agent of another corporation, partnership, joint venture, trust, or other enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

## Section 6. Liability Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity; or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

## Section 7. Amendment or Repeal.

Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

#### **ARTICLE IX – CORPORATE SEAL**

The Board shall provide a corporate seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary.

#### **ARTICLE X – AMENDMENT OF BYLAWS**

These bylaws may be amended, suspended or repealed by the affirmative vote of two-thirds of all Members of the Corporation at any meeting of the Members or by unanimous written consent of all Members.

#### **ARTICLE XI – GIFTS**

The Board may accept, on behalf of the Corporation, any contribution, gift, bequest or devise for the general purpose, or any special purpose, of the Corporation.

#### **ARTICLE XII – FISCAL YEAR**

The fiscal year of the Corporation shall commence on the first day of July of each year.

**MOT Charter School  
BOARD RESOLUTION  
April 7, 2002**

**Upon proper motion and in accordance with the By-Laws of the MOT Charter School Board, the Board unanimously adopted the following resolution.**


**Resolved, that the Board hereby approves and adopts the By-Laws attached hereto, dated April 7, 2002 as amended therein, by this written consent.**

Chair

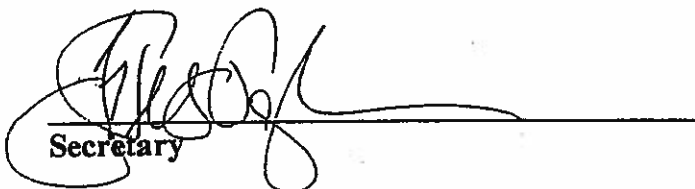


~~Chair~~

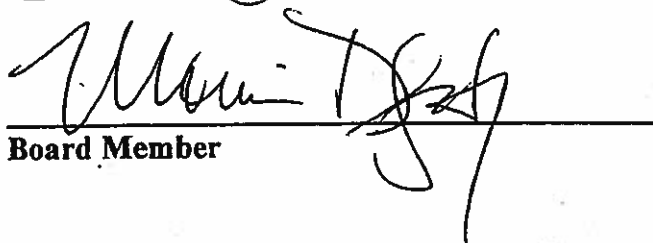
Treasurer



Secretary



Board Member



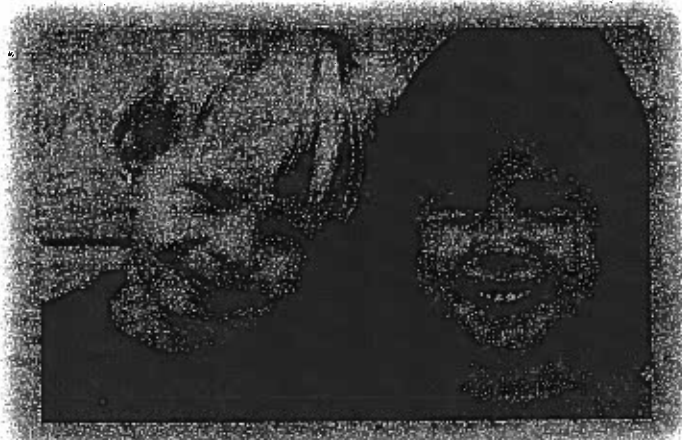


# ATTACHMENT D



# MOT Charter School

Middletown • Odessa • Townsend



*Opening as Kindergarten - Grade 5,  
growing one grade per year to K - 8*

- Extended school year (200 days)
- Extended school day (7 hours 30 minutes)
- Full-day Kindergarten
- Spanish instruction in every grade, including Kindergarten
- Widespread technology (1:3 computers per student)
- Morning skills program: math, reading, writing, and science
- Afternoon Paragon® program: creative humanities curriculum
- Extensive opportunities for parent and community volunteers
- After-school program (fee-based) for working families

Come and learn about MOT Charter School's program — and meet the principal!  
Enrollment packets will be available at these meetings.

## Parent Information Sessions

Tuesday, February 20  
7:00 p.m.  
Middletown Town Hall

Thursday, February 22  
7:00 p.m.  
Townsend Fire Hall

Call our information line to receive an enrollment packet by mail:

**(302) 633-6333**

Charter schools are independently-operated (tuition-free) public schools.  
Any student eligible for public school enrollment in Delaware is eligible to attend MOT Charter School.

Middletown Transcript  
M.O.T. Phone Directory Ad  
2004 and 2005



*Kindergarten - Grade 8*  
*Creative humanities curriculum*  
*Strong school community*  
*Spanish, art & music for all grades*

376-5125 • [www.motcharter.com](http://www.motcharter.com)

*MOT Charter School is an independent public school, and all Delaware children  
are encouraged to apply during Open Enrollment, December 1 - January 31.*

## GROVES

### Adult High School

Every year, ADULTS just like you are:

- \* Graduating from high school
- \* Earning their GED
- \* Improving their educational skills
- \* Learning the English language and
- \* Taking charge of their dreams

Call us today to find out how YOU can change your life by enrolling.

(302) 378-5037

## TEACHERS BOOK BAG



### Educational Supply Store



836-4000



900 Peoples Plaza Newark

Put Your Child At The Head Of The Class!



MOT Charter School

Middletown, Delaware

Kindergarten - Grade 8  
Creative humanities curriculum  
Strong school community  
Spanish, art & music for all grades

376-5125 • [www.motcharter.com](http://www.motcharter.com)

MOT Charter School is an independent public school, and all Delaware children are encouraged to apply during Open Enrollment, December 1 - January 31.

## HELP CHANGE A LIFE!

### NEW START STUDENTS WANT TO:

- Learn to Read & Write • Get Better Jobs
- Do Things for Themselves • Move Up in Their Communities
- Help Their Children With Homework



Students Are Waiting for you!

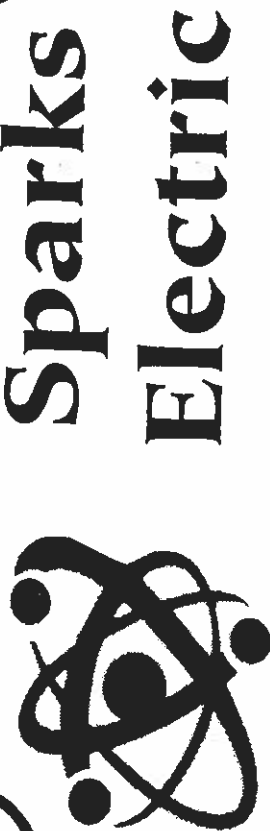
\*All my life I have struggled, I would like (not) to have to anymore\*

### Volunteer To Tutor An Adult!

Imagine what your life would be like if you couldn't read!

302-378-3444

NEW START Adult Learning Program



# Sparks Electric

## Your Full Service Electrical Contractor

- Free Estimates
- Fuses To Circuit Breakers
- Pools & Hot Tubs
- Ceiling Fans
- Recessed Lighting
- Basement Renovations
- Power Outages
- TV ~ Phone ~ Computer Wiring
- New Additions & Construction
- Design Services
- Landscape Lighting
- No Job Is Too Small or Too Large
- Free Advice For Your Home Electrical Project
- 35 Years Experience

All Work Is Done By A Licensed, Insured,  
And Bonded Electrician

# 378-8504



It's Your Right,  
It's Your Responsibility,  
Register to VOTE!



## MOT Charter School

- Creative humanities curriculum
- Kindergarten –Grade 8
- Spanish and music instruction in all grades
- Bus transportation
- On-site before and after school care
- Extended school day (7 hours 30 minutes)
- Nurturing environment and strong school community
- Extensive opportunity for parent involvement

## OPEN HOUSE FOR PROSPECTIVE FAMILIES

(all grades, Kindergarten-Grade 8)

Wednesday, December 15, 2004

6:00 p.m.

Tour the school, learn about our educational philosophy and program, and meet our Principal, Faculty, Students, Parents, and Board of Directors. Applications for Fall 2004 will be available at the event. Applications are also available online at [www.motcharter.com](http://www.motcharter.com).



# Open House

For Prospective Families

*All grades, Kindergarten through Grade 8*

**Wednesday, January 28th**  
**5:00 p.m.**

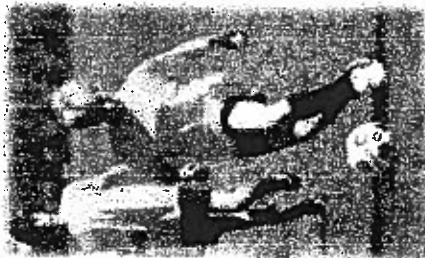
Tour the school, learn about our educational philosophy and program, and meet our Principal, Faculty, Students, Parents, and Board of Directors.

Applications for Fall 2004 will be available at the event.

## MOT Charter School

Middletown • Odessa • Townsend

- Creative humanities curriculum
- Kindergarten through Grade 8
- Spanish and music instruction in all grades
- Bus transportation
- On-site before and after school care
- Extended school day (7 hours 30 minutes)
- Nurturing environment and strong school community
- Extensive opportunity for parent involvement



# Open House

for Prospective Families

*All grades, Kindergarten through Grade 7*

**Monday, February 17th**  
**6:00 p.m.**

Tour the school, learn about our educational philosophy and program, and meet our Principal, Faculty, Students, Parents, and Board of Directors.

Applications for Fall 2003 will be available at the event.

Applications are also available online at [www.motcharter.com](http://www.motcharter.com).

## MOT Charter School

Middletown • Odessa • Townsend

- Creative humanities curriculum
- Currently Kindergarten-Grade 7, growing to K-8
- Spanish and music instruction in all grades
- Bus transportation
- On-site before and after school care
- Extended school day (7 hours 30 minutes)
- Nurturing environment and strong school community
- Extensive opportunity for parent involvement

1156 Levels Road • Middletown, Delaware 19709 • 302.376.5125 • Fax 302.376.5120 • [www.motcharter.com](http://www.motcharter.com)

# ATTACHMENT E

## **MOT Charter School**

### **Admissions and Enrollment Process**

#### **Eligibility for Admission**

1. MOT Charter School admits students based on the Delaware Education Code Title 14, Chapter 5 governing charter schools:

*Prohibit discrimination in **admission policy** on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend in accordance with this code, although the charter may provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems.*

2. It is the intention of the school to reflect the community it serves and be open to any resident in the area that would otherwise attend an elementary or middle school in Delaware. Preference is given to children of founding board members, children of staff members, and siblings of currently enrolled students at MOT Charter School.

#### **Returning Student Enrollment**

1. For the purposes of the following procedures and rules, all references to dates are defined to mean the CLOSE OF BUSINESS on the date indicated.
2. Students currently attending MOT Charter School are eligible for re-enrollment.
3. The re-enrollment process is conducted for the existing student body for the forthcoming year, beginning on December 1<sup>st</sup> and ending January 31<sup>st</sup>.
4. Each student wishing to return for the next school year must complete and return a Returning Student Enrollment form no later than 4:15 p.m. on the last school day in January.
5. It is assumed that a student who does not submit a re-enrollment form by the deadline the student will not be returning to MOT Charter School and the student's place will be filled from open enrollment applications.
6. Families will receive a confirmation that the re-enrollment form has been received by the school.

#### **Open Enrollment**

1. Open enrollment is conducted annually to fill places made available by withdrawing students (if any) in grades 1-8, to fill the entering kindergarten class, and to determine priority on the wait list for the forthcoming year.
2. The "open" enrollment period is from December 1<sup>st</sup> until January 31<sup>st</sup>.
3. All applicants are required to submit an application each year (even if an application was submitted in the prior year) during the open enrollment period of December 1<sup>st</sup> – January 31<sup>st</sup>.

4. All applications received during Open Enrollment will be placed in the Lottery.

#### **Public Lottery**

1. For the purposes of the following procedures and rules, "Lottery" shall refer to the selection of applicant names by a random method such as the blind drawing of individual names from a container in sequence until all names in the container have been exhausted.
2. All (and only) applications received during Open Enrollment are placed in the Lottery irrespective of preference status.
3. The Lottery will be conducted at the MOT Charter School in public on the second Tuesday in February of each year.
4. The Lottery will be manual, and will be easily understood and followed by all observers.
5. Only one (1) lottery shall be conducted by the school for each grade level.
6. For each application submitted during Open Enrollment, a label will be generated with the student's number, expected grade and any applicable preference that will apply.
7. Labels will be sorted by grade and put into a single container by grade.
8. The lottery will be conducted by grade, with the highest grade drawn first, and the other grades following in succession, (e.g. 8<sup>th</sup>, 7<sup>th</sup>, 6<sup>th</sup>, 5<sup>th</sup>, 4<sup>th</sup>, 3<sup>rd</sup>, 2<sup>nd</sup>, 1<sup>st</sup>, and then Kindergarten).
9. Names will be blindly drawn from the container one at a time until all labels have been drawn.
10. Display of lottery results will be posted by student name.
11. Once all numbers are recorded, the lottery will be processed to establish the admission order allowing for all appropriate preferences.
12. As a label with a student name is drawn it will be posted on a large visible chart and numbered in the order in which it is drawn.

#### **Preferences**

1. All preference categories shall be published prior to the conduct of the Lottery.
2. All Applicants entitled to receive a placement preference shall be identified PRIOR to the Lottery.
3. All Preferences shall be considered in the following hierarchy:
  - a. Applicant student of a Founding Board Member
  - b. Applicant student of a current employee
  - c. Applicant sibling of a currently enrolled student. The sibling of any applicant enrolling under sibling preference must be enrolled in order for sibling preference to be effect. Should the enrolled sibling withdraw from MOT Charter School, sibling preference will not be awarded to the applicant, and the applicant will be placed on the waiting list in order of number drawn.

- d. Applicant sibling of an accepted Applicant applying for the same academic year.
4. Preferences are applied after the Lottery is drawn.
5. Preferences are placed in front of other applicants on the wait list in Lottery number order by priority of preference.
6. Siblings who are applying for the first time will receive preference only after one of the siblings has been accepted.

#### **Wait List**

1. The number assigned to each applicant as a result of the Lottery and the application of preferences determines the order in which the applicant is offered enrollment at MOT Charter School.
2. Once all open places have been filled by grade, the remaining applicants are placed on the Wait List by grade in lottery number order.
3. All applications received after Open Enrollment will be accepted on a "First-Come, First-Serve" basis and will be added to the end of the Wait List in the order in which they were received by the school.
4. The Wait List for any given school year will be maintained for that school year until the last day of school in that year.

#### **Registration**

1. The school will first register returning students who have completed and returned a returning student enrollment form for the following school year.
2. Any vacancies remaining after registering returning students will be filled in Wait List order.
3. By the last day of February, the school shall offer registration to students based upon the results of the Lottery, application of preferences and the resulting Wait List.
4. NO OFFER SHALL BE MADE TO A STUDENT NOT PROPERLY ENTITLED TO THE NEXT AVAILABLE SEAT.
5. Applicants offered registration shall affirmatively accept enrollment within fifteen (15) days.
6. Those who fail to respond within the acceptance time will be placed on the Wait List with an application date equal to the date the initial offer expired.

#### **Notification**

1. Letters will be sent to all student applicants indicating their status.
2. Students who decline admission will be removed from the enrollment and wait list. Families who decline their seat(s) for admission forfeit their right to enrollment at MOT Charter School. If the family wishes to be considered at a later date after enrollment is declined, the student applicant will be placed at the bottom of the wait list for that grade.

3. There is a no tolerance cut-off for students who do not show up for class during the first two days of school for the current school year. If MOT Charter School does not hear from the parent of an enrolled child by that time to explain his/her absence, his/her seat will be filled by the wait list for that grade.

### **Reporting Procedures**

MOT Charter School is required to provide the Department of Education with a roster of its students on or before April 1<sup>st</sup> and May 1<sup>st</sup> of each year that verifies that the school has enrolled at least 80% of the total authorized number of students in the school's charter for the following school year. MOT must also submit rosters of enrolled students to each affected school district by April 1<sup>st</sup>. (Del.C., Title 12, Section 506, subsection c). Failure to comply with this subsection shall be grounds for revocation pursuant to Section 515 of this Title.

The roster: District 4 must be used to report your April 1<sup>st</sup> and May 1<sup>st</sup> enrollment. The roster must be submitted electronically to the Department of Education. However, a signed copy must be mailed to and received by Department of Education by April 1<sup>st</sup> and May 1<sup>st</sup>. Students must be sorted by district of residence and by grade within each district of residence. Directions for completing the required information are on a tab at the bottom of the form. Rosters are to be addressed to Pat Dunn when submitting them to the Department of Education. Data used to complete the roster is in an excel spreadsheet per grade named for the current year.

MOT must have on file each year signed statements from each parent or guardian stating that they intend to enroll their child(ren) for the upcoming school year and that their child(ren) will remain enrolled at the school for at least one complete school year, unless good cause exists, for each student that is included on the April 1<sup>st</sup> enrollment roster. These statements are kept in a three ring binder for current school year.

Students are enrolled when there is a completed enrollment application on file at the school (kept in a three ring binder), the application has been processed, a lottery (if necessary for any grade) has been conducted, and parents have been formally notified of a student's acceptance by April 1<sup>st</sup>.

### **Steps for preparing District 4 for April 1**

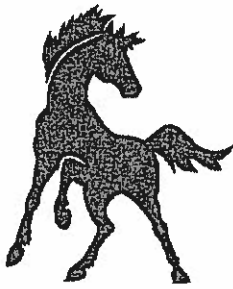
1. Date Stamp received enrollment application.
2. Input information from application into excel spreadsheet per grade.
3. Check DELSIS for student id number (needed for Roster)
4. Pre-register Kindergarten students in DELSIS
5. Prepare file folder for new student
6. Prepare Letter of Intent for parent signature
7. Send Letter of Intent for parent signature
8. Upon receipt of letter of intent – file in three ring binder for current year
9. Open District 4 roster from previous year and copy information
10. Paste into new District 4 roster and add Kindergarten students for current year
11. Check form against completed applications and signed letters of intent.
12. If you do not have all letters signed from parents, send them another letter and follow up with a phone call.
13. You must also send District 4 forms to affected school districts, (e.g. if a student lives in another district you must notify that district they are enrolled at MOT).
14. Verify that FTE count is correct - (Students who require Special Education only).



15. Submit District 4 roster electronically to Pat Dunn, Department of Education and send signature pages to Pat Dunn, Department of Education, P O Box 1402, Dover DE 19904

**Steps for Preparing District 4 for May 1**

1. Open District 4 roster document
2. Copy and paste information from April 1 form into new District 4 Roster
3. Make any corrections necessary
4. Submit District 4 roster electronically to Pat Dunn, Department of Education and send signature pages to Pat Dunn, Department of Education, P O Box 1402, Dover DE 1990



**MOT Charter School**  
***Incoming Student Form***  
**Enrollment for Fall 2005**

Student Name \_\_\_\_\_

Grade Fall 2004: \_\_\_\_\_ Birthdate (month/day/year) \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, and ZIP \_\_\_\_\_

Home Phone Number \_\_\_\_\_

*Please complete one enrollment commitment below:*

**ACCEPT enrollment at MOT Charter School**

I, \_\_\_\_\_ (parent or guardian) enroll the above student at MOT Charter School for the 2005-2006 school year, and acknowledge that I intend for my child to attend MOT Charter School for the complete school year. I understand that my child is required to remain in this charter school, in the absence of any condition constituting good cause, for at least one school year.

**DECLINE to return to MOT Charter School**

I, \_\_\_\_\_ (parent or guardian) decline re-enrollment for my child at MOT Charter School for the 2005-2006 school year. I waive my child's right for enrollment at MOT Charter School, and will register him/her elsewhere.

\_\_\_\_\_  
(Parent Signature)

**Please submit this completed form to the school office no later than Friday, March 4<sup>th</sup> at 4:00 p.m.**  
**Failure to submit this form by above date and time will forfeit your child's seat for 2005-2006**  
**School Year.**

# MOT Charter School

## 2005/06 Admission Policy for Returning Students

### ***Re-Enrollment at MOT...***

Students currently attending MOT Charter School are eligible for re-enrollment. Each student wishing to return for the 2005-06 school year must complete and submit a *Returning Student Form* no later than 4:00 p.m. on Friday, February 4<sup>th</sup> to guarantee enrollment for Fall 2005.

Your child's *Returning Student Form* is included in this packet. Your child should submit a completed *Returning Student Form* to his/her teacher *no later than 4:00 p.m. on February 4<sup>th</sup>*. The teacher will give your child a confirmation slip to take home, which lets you know that MOT Charter school has received your student's form.

MOT Charter School has 75 student "seats" available in each grade. MOT will re-enroll all students who have submitted a *Returning Student Form* by the February 4<sup>th</sup> deadline. If we have not received a form you will forfeit your child(s) seat. After all returning students have been enrolled, MOT will fill any remaining seats in each grade using the Waiting List for that grade.

### ***Student Promotion...***

MOT Charter School assumes, for purposes of Fall 2005 enrollment, that all students will advance to the next grade level. If, for any reason, your child is retained, your child will automatically remain enrolled at MOT, and we will make any adjustments necessary to our 2005/06 enrollment at the time a retention decision is made.

### ***Sibling Preference...***

MOT Charter School will honor sibling preference whenever possible. Students who apply and have enrolled siblings will be given preference for any open seats available.

Incoming Kindergarten applicants with enrolled siblings will be given enrollment preference. However, *all* incoming Kindergarten students must complete a *Kindergarten Lottery Application* and return it to MOT Charter School *no later than 4:00 p.m. January 31<sup>st</sup>*.

### **2005/06 Admissions Calendar**

January 7	<i>Returning Student Forms</i> sent home with all students
January 31	4:00 p.m. Deadline for new 2005/06 <i>Lottery Applications</i>
February 4	Deadline for guaranteed enrollment for <i>Returning Students</i>
February 15	Lottery for new applications
February 21	Enrollment/Wait List letters sent to Kindergarten applicants
February 28	Re-Enrollment/Enrollment/Wait List letters sent to Grades 1-8 applicants

### ***Declining Re-Enrollment...***

Families wishing to decline re-enrollment at MOT for the 2005/06 school year should complete the form and indicate their decision in the bottom section of the form. Parents waiving their child's right for re-enrollment at MOT Charter School will not be registered at MOT for Fall 2005, and that open seat will be immediately and permanently filled using the Waiting List.

### ***Questions...***

Please contact the MOT office at (302) 376-5125.





**MOT Charter School**  
***Returning Student Form***  
**Enrollment for Fall 2005: GRADE 1**

Student Name \_\_\_\_\_

Birthdate (month/day/year) \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, and ZIP \_\_\_\_\_

Home Phone Number \_\_\_\_\_

*Please complete one enrollment commitment below:*

**ACCEPT enrollment at MOT Charter School**

I, \_\_\_\_\_ (parent or guardian) enroll the above student at MOT Charter School for the 2005-2006 school year, and acknowledge that I understand my child is required to remain in this charter school, in the absence of any condition constituting good cause, for at least one school year.

**DECLINE to return to MOT Charter School**

I, \_\_\_\_\_ (parent or guardian) decline re-enrollment for my child at MOT Charter School for the 2005-2006 school year. I waive my child's right for enrollment at MOT Charter School, and will register him/her elsewhere.

\_\_\_\_\_  
(Parent Signature)

**Your child should submit this completed form to his/her teacher *no later than 4:00 p.m. on Friday, February 4, 2005.* Forms will not be accepted after this date and you will forfeit your child's seat. Once the re-enrollment form has been received the homeroom teacher will give your child a confirmation slip to take home. Please see accompanying 2005/06 Admission Policy for enrollment procedures.**

# ATTACHMENT F

**DELAWARE DEPARTMENT OF EDUCATION**  
**CHARTER SCHOOL PERFORMANCE AGREEMENT**  
**FOR THE INITIAL THREE-YEAR CHARTER PERIOD FOR**  
**MOT CHARTER SCHOOL**

Upon approval by the Secretary of Education, this Agreement will become a part of the formal evaluation process for **MOT Charter School** and will be used in both the annual monitoring and evaluation for charter renewal for this school until the final regulations for the Education Accountability Act are approved and implemented. At that time, this document may be revised to align with the regulations associated with that Act.

**Premises**

This school will serve students in grades K-8. It will serve students in grades K-6 in its initial year of operation (2002-2003) and has plans to add 7<sup>th</sup> grade its second year of operation (2003-2004) and 8<sup>th</sup> grade in its third year of operation (2004-2005). Thus, the school will ultimately serve grades K-8 by the third year.

**Effective Date**

This Agreement will be in effect from the date of signature by the Secretary of Education through August 31, 2005 or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to Del. C., Title 14, Section 515 (b) or (c).

**Conditions**

- I. During the term of this Agreement, the school shall attain the classification of "commendable" or "superior" as set forth by the requirements for public schools in the regulations adopted pursuant to Del. C., Title 14, Section 154. In the event that the school shall be placed under "School Improvement", the school's charter shall be subject to formal review, pursuant to Del. C., Title 14, Section 515 (c).
- II. During the term of this Agreement, the school will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other standardized assessments through the achievement targets listed below.

The school will participate in the state assessment (DSTP) in each subject area at each grade required by the Department of Education. Beginning in 2002-2003 this will

include both on-grade assessment and off-grade assessment, covering grades 2-8. Also beginning in 2002-2003, grades K-1 will be assessed by using the Work Sampling System developed by Pearson Early Learning and the Delaware Department of Education.

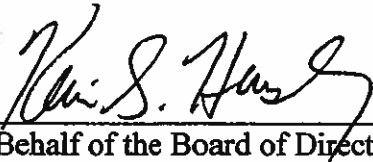
In addition, the school will administer a standardized assessment, the Iowa Tests of Basic Skills (ITBS), to each student in the fall of the first year of school operation, and every fall thereafter for newly enrolled students. The ITBS will also be administered to all students every spring.

- A. Achievement Target One: On the DSTP, average performance on each subject at each grade will increase annually. By the end of the third year of operation, students enrolled at the school for three years will be at or above the state average on each subject assessed on the DSTP.
  - B. Achievement Target Two: On the ITBS, average performance on each subject at each grade will increase by the length of time between the baseline and end-of-year measurements, or that the average percentile rankings for the students on the end-of-year assessment shall have increased from the baseline assessment. Scores on the ITBS will be reported in NCEs.
- III. During the term of this Agreement, the school will demonstrate that its students exhibit positive behavior related to academic success through the following:
- A. For each year of the school operation, average daily attendance will be at least 90% of the average daily enrollment; and
  - B. For each year of school operation, the school will have fewer reportable (behavior) incidents than the average for all schools with a similar grade configuration in New Castle County.
  - C. Each year, with the exception of students that move out of the area served by the school, at least 75% of the total non-graduating student body enrolled during the final month of the school year will return to the school the following September.
- IV. During the term of this Agreement, the school will demonstrate that it has strong market accountability through the following:
- A. Each year, the school will have at least enough students seek admission to the school to enroll at least 90% of the number of students allowed by the charter at the beginning of the school year.
  - B. Throughout the school year, the school will maintain an enrollment of at least 90% of the maximum allowed by the charter.
  - C. Each year, the school will have a waiting list of students seeking admission.

- V. During the term of this Agreement, the parents of students enrolled at the school will express satisfaction with the school's administration and educational program through the following:

Annually, a survey of parents of students who attend the school will be conducted by the Department of Education.

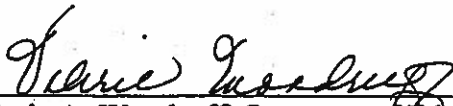
Each year of school operation, at least 85% of parents of enrolled students that return the survey will indicate overall satisfaction with the school's administration and educational program.



On Behalf of the Board of Directors  
MOT Charter School

January 15, 2003

Date



Valerie A. Woodruff, Secretary of Education  
Executive Secretary to the State Board of Education

5/1/03

Date



# ATTACHMENT G

**DELAWARE DEPARTMENT OF EDUCATION**  
**CHARTER SCHOOL PERFORMANCE AGREEMENT**  
**FOR THE YEARS 2004-2006**

Upon approval by the Secretary of Education, this Agreement will become a part of the formal evaluation process for **MOT Charter School** and will be used in both the annual monitoring and evaluation for charter renewal for this school until the final regulations for the Education Accountability Act are approved and implemented. At that time, this document may be revised to align with the regulations associated with that Act.

**Premises**

This school will serve students in grades K-8. It will serve students in grades K-6 in its initial year of operation (2002-2003), add 7<sup>th</sup> grade its second year of operation (2003-2004) and 8<sup>th</sup> grade in its third year of operation (2004-2005). Thus, the school will serve grades K-8 in years 3 and 4 (2004-2006).

**Effective Date**

This Agreement will be in effect from the date of signature by the Secretary of Education through August 31, 2006 or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to Del. C., Title 14, Section 515 (b) or (c).

**Conditions**

- I. During the term of this Agreement, the school shall attain the classification of "commendable" or "superior" as set forth by the requirements for public schools in the regulations adopted pursuant to Del. C., Title 14, Section 154. In the event that the school shall be placed under "School Improvement", the school's charter shall be subject to formal review, pursuant to Del. C., Title 14, Section 515 (c).
- II. During the term of this Agreement, the school will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other standardized assessments through the achievement targets listed below.

The school will participate in the state assessment (DSTP) in each subject area at each grade required by the Department of Education. Beginning in 2002-2003 this will include both on-grade assessment and off-grade assessment, covering grades 2-8.

In addition, the school will administer a standardized assessment, the Iowa Tests of Basic Skills (ITBS) (or an equivalent national standardized assessment), to each student in the fall of the first year of school operation. The ITBS will also be administered to all students spring 2004 and spring 2005.

- A. Achievement Target One: On the DSTP, average performance on each subject at each grade level will be at or above the state average.
  - B. Achievement Target Two: On the ITBS, average performance on each subject at each grade level will increase spring 2005.
- III. During the term of this Agreement, the school will demonstrate that its students exhibit positive behavior related to academic success through the following:
- A. For each year of the school operation, average daily attendance will be at least 90% of the average daily enrollment; and
  - B. For each year of school operation, the school will have fewer reportable (behavior) incidents than the average for all schools with a similar grade configuration in New Castle County.
  - C. Each year, with the exception of students that move out of the area served by the school, at least 75% of the total non-graduating student body enrolled during the final month of the school year will return to the school the following September.
- IV. During the term of this Agreement, the school will demonstrate that it has strong market accountability through the following:
- A. Each year, the school will have at least enough students seek admission to the school to enroll at least 90% of the number of students allowed by the charter at the beginning of the school year.
  - B. Throughout the school year, the school will maintain an enrollment of at least 90% of the maximum allowed by the charter.
  - C. Each year, the school will have a waiting list of students seeking admission.
- V. During the term of this Agreement, the parents of students enrolled at the school will express satisfaction with the school's administration and educational program through the following:
- The school will conduct an annual survey of parents of students who attend the school.

Each year of school operation, at least 85% of parents of enrolled students that return the survey will indicate overall satisfaction with the school's administration and educational program.

*Lynnda J. Jennings*

\_\_\_\_\_  
On Behalf of the Board of Directors  
MOT Charter School

\_\_\_\_\_  
April 29, 2005

\_\_\_\_\_  
Date

*Valerie A. Woodruff*

\_\_\_\_\_  
Valerie A. Woodruff, Secretary of Education  
Executive Secretary to the State Board of Education

\_\_\_\_\_  
5/10/05

\_\_\_\_\_  
Date

# ATTACHMENT H

# MOT Charter School

## DSTP Summary Results Years '03, '04, and '05

### Average Score

	Reading			Mathematics			Writing			Science			Social Studies		
	3	4	5	3	4	5	3	4	5	3	4	5	3	4	5
MOT Charter '05	449.13	480.85	524.75	436.05	481.82	512.59	473.1	511.76	539.32	323.53	318.84	309.59	311.76	309.32	311.53
MOT Charter '04	435.81	403.36	N/A	448.25	477.59	N/A	469	726	N/A	320.92	315.01	N/A	306.67	306.50	N/A
MOT Charter '03	451.99	493.39	N/A	438.16	480.16	N/A	509	476	N/A	320.05	320.8	N/A	304.67	317.04	N/A
State of Delaware '05	445.75	485.39	524.78	441.22	476.14	498.57	492	527.6	709	318.59	311.03	301.38	302.85	300.87	300.76
State of Delaware '04	440.91	438.97	508.05	439.32	472.65	496.03	472	540	838	317.88	310.57	N/A	306.83	302.77	N/A
State of Delaware '03	442.49	470.73	516.85	434.79	468.43	493.98	478	703	816	317.58	309.48	N/A	305.28	311.79	N/A

### Percent of Students Meeting Standard

	Reading			Mathematics			Writing			Science			Social Studies		
	3	4	5	3	4	5	3	4	5	3	4	5	3	4	5
MOT Charter '05	94.44%	98.38%	95.59	87.67%	86.30%	71.23	92.44%	92.15%	84.14	98.67%	87.84%	75.68%	80.43%	92.87%	79.29%
MOT Charter '04	89.18%	91.67%	N/A	90.28%	81.33%	N/A	92.78%	68.33%	N/A	94.52%	81.33%	N/A	75.97%	70.27%	N/A
MOT Charter '03	87.93%	91.24%	N/A	82.19%	86.49%	N/A	46.28%	95.59%	N/A	91.78%	93.24%	N/A	80.84%	94.59%	N/A
State of Delaware '05	84.50%	85.10%	78.50%	78.80%	76.90%	52.70%	89.10%	76.02%	75.21%	90.42%	75.66%	52.80%	68.46%	87.21%	80.29%
State of Delaware '04	82.25%	84.30%	70.90%	77.51%	75.34%	50.17%	89.55%	60.15%	60.70%	88.73%	74.38%	49.87%	68.71%	58.92%	47.10%
State of Delaware '03	78.81%	78.49%	69.60%	73.60%	70.99%	47.18%	89.16%	50.95%	70.75%	88.73%	74.38%	48.96%	66.24%	66.97%	45.85%

### Number of Students Not Meeting Standard

	Reading			Mathematics			Writing			Science			Social Studies		
	3	4	5	3	4	5	3	4	5	3	4	5	3	4	5
MOT Charter '05	4	12	3	9	10	21	14	28	8	1	9	18	15	20	15
MOT Charter '04	7	8	N/A	7	14	N/A	34	28	N/A	4	14	N/A	19	22	31
MOT Charter '03	9	8	N/A	13	10	N/A	30	6	N/A	6	5	N/A	20	4	10

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# ATTACHMENT I

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTER

Bldg Code:

System: MOT CHARTER SCHOOL

Form: FALL 1995

Test Date: 9/02

Order No.: 000-A2009141-00-001== Page: 97

	READING				LANGUAGE						MATHEMATICS			SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			COM-POSITE	WORD ANALY-SIS	MATH-COMPU-TATION
	VOCAB-ULARY	COMPRE-HENSION ADV SKILLS	TOTAL	LISTEN-ING	SPELL-ING	CAPITAL-IZATION	PUNC-TUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CON-CEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS	TOTAL	MAPS & DIA-GRAMS			REF. MAT'Ls	TOTAL				
GRADE K	ITBS: N	75	75	75	75	75	75	75	75	75	75	75	75						75		
	GE of Avg SS	K.3	K.7	K.7	K.7	K.7	K.7	K.7	K.7	K.7	K.7	K.7	K.7						K.2		
	NS	5.3	6.2	6.4	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6						5.0		
	NCE	54.1	63.2	64.5	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6						49.4		
	PR of Avg SS: Nat'l Student Norms	58	75	76	79	79	79	79	79	79	79	79	79						54		
PR of Avg SS: Nat'l School Norms	58	81	88	88	88	88	88	88	88	88	88	88						48			
N TESTED=	75																				
GRADE 1	ITBS: N	75	70	75	75	75	75	75	75	75	75	75	75						75		
	GE of Avg SS	1.4	1.6	1.5	1.5	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6						1.5		
	NS	5.7	6.1	5.9	5.8	6.2	6.2	6.2	6.2	6.2	6.2	6.2	6.2						5.9		
	NCE	57.6	60.8	59.8	58.0	61.6	61.6	61.6	61.6	61.6	61.6	61.6	61.6						58.3		
	PR of Avg SS: Nat'l Student Norms	66	82	79	66	73	73	73	73	73	73	73	73						67		
PR of Avg SS: Nat'l School Norms	68	83	91	69	79	79	79	79	79	79	79	79						83			
N TESTED=	75																				
GRADE 2	ITBS: N	75	75	75	75	75	75	75	75	75	75	75	75						75		
	GE of Avg SS	2.9	2.9	2.4	2.4	2.7	2.7	2.7	2.7	2.7	2.7	2.7	2.7						2.5		
	NS	6.0	6.2	5.7	5.7	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0						5.8		
	NCE	61.3	61.9	55.5	55.5	59.3	59.3	59.3	59.3	59.3	59.3	59.3	59.3						57.3		
	PR of Avg SS: Nat'l Student Norms	72	74	62	62	71	67	67	67	67	67	67	67						53.3		
PR of Avg SS: Nat'l School Norms	84	87	89	72	77	74	74	74	74	74	74	74						60			
N TESTED=	76																	66			
GRADE 3	ITBS: N	75	75	75	75	75	75	75	75	75	75	75	75						75		
	GE of Avg SS	4.1	3.9	4.0	2.4	3.9	3.1	3.3	3.5	3.4	3.4	3.3	3.8						2.4		
	NS	6.4	6.0	6.2	5.7	6.4	4.7	5.2	5.3	5.5	5.5	5.3	5.9						5.8		
	NCE	64.8	60.1	62.4	55.5	64.6	47.3	49.5	52.1	54.1	54.1	53.0	59.0						55.3		
	PR of Avg SS: Nat'l Student Norms	77	72	73	62	79	48	53	59	61	61	57	69						59.4		
PR of Avg SS: Nat'l School Norms	90	84	88	72	96	39	47	60	62	62	61	77						69			
N TESTED=	77																	80			
GRADE 4	ITBS: N	75	75	75	75	75	75	75	75	75	75	75	75						75		
	GE of Avg SS	4.2	5.2	4.7	4.4	4.4	4.2	4.0	5.0	4.4	4.4	4.4	5.0						4.3		
	NS	5.2	6.0	5.7	5.5	5.5	5.1	4.7	5.6	5.2	5.2	5.4	5.8						5.2		
	NCE	52.8	59.5	57.1	54.7	49.7	46.9	46.9	55.9	61.8	61.8	53.4	58.8						51.1		
	PR of Avg SS: Nat'l Student Norms	54	69	64	61	51	48	48	66	54	54	59	69						50.8		
PR of Avg SS: Nat'l School Norms	53	84	73	72	43	40	40	73	58	58	65	81						54			
N TESTED=	75																	54			

IS-Grade Equivalent, SS-Standard Score, NS-Nat'l Std, NCE-Normal Curve Equivalent, PR-PR-Rank  
For Level 6, Vocabulary is not included in the Reading Total.



# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTER  
Bldg Code: MOT CHARTER SCHOOL  
System: FALL 1995  
Norms: 000-A2009141-00-001  
Order No.: 98

Form: M  
Test Date: 9/02  
Page: 98

	READING			LANGUAGE				MATHEMATICS			SOCIAL STUDIES	SCIENCE	SOURCES OF INFO.			WORD ANALYSIS	MATH COMPUTATION
	VOCABULARY	COMPREHENSION ADV SKILLS	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS	CORE TOTAL	MAPS & DIAGRAMS	REF. MATLS	TOTAL		
GRADE 5	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	73
ITBS: N	5.2	5.6	5.5	5.7	5.2	4.9	4.9	6.0	5.4	5.5	6.0	5.4	6.0	5.5	5.7	5.5	4.4
GE of Avg SS	5.1	5.3	5.3	5.5	4.9	4.7	4.7	5.5	5.2	5.5	5.6	5.4	5.5	5.3	5.4	5.4	4.2
NS	51.6	52.8	52.5	55.0	49.1	46.9	46.9	55.3	51.4	54.9	56.2	53.0	55.1	52.1	54.2	53.1	40.3
NCE	52	57	55	63	50	48	48	64	55	60	64	58	63	56	59	57	33
PR of Avg SS: Nat'l Student Norms	49	61	57	75	44	41	41	71	59	68	74	61	70	59	67	62	18
PR of Avg SS: Nat'l School Norms																	
N TESTED= 75																	
GRADE 6	70	70	70	70	70	70	70	70	70	70	70	70	70	70	70	70	71
ITBS: N	7.2	8.2	7.6	7.6	7.5	7.7	7.7	8.3	7.7	7.6	8.4	7.8	8.3	7.8	8.2	7.9	6.1
GE of Avg SS	6.1	6.2	6.2	6.0	5.6	5.6	5.6	5.9	5.9	6.3	6.4	6.2	6.0	6.1	6.1	6.2	4.9
NS	60.6	63.0	63.0	60.5	55.8	57.1	57.1	60.0	59.4	63.6	65.4	62.3	61.4	60.3	61.4	62.6	48.7
NCE	68	72	71	71	63	65	65	69	67	76	75	72	71	70	71	71	50
PR of Avg SS: Nat'l Student Norms	80	90	87	92	71	80	80	84	84	92	94	88	89	84	87	88	49
PR of Avg SS: Nat'l School Norms																	
N TESTED= 71																	

E=Grade Equivalent, SS=Standard Score, NS=Nat'l SS, NCE=Normal Curve Equivalent, PR=Xile Rank  
For Level 6, Vocabulary is not included in the Reading Total.

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTERSCHOOL  
 Bldg Code: MOT CHARTER SCHOOL  
 System: SPRING 1995  
 Norms: 000-A3005157-00-001 == Page: 189  
 Form: 5/03

	READING			LANGUAGE					MATHEMATICS			SOCIAL STUDIES	SOURCES OF INFO.			WORD ANALYSIS	MATH COMPUTATION
	VOCABULARY	COMPREHENSION	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESSION	TOTAL	CONCEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS		MAPS & DIAGRAMS	REF. MAT'L	TOTAL		
GRADE K	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72
ITBS:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
GE of Avg SS	1.3	1.3	1.3	1.7	1.7	1.7	1.7	1.9	1.7	1.7	1.5	1.5	1.5	1.5	1.5	1.5	1.5
NS	6.5	6.5	6.5	7.8	7.8	7.8	7.8	7.8	8.1	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4
NCE	66.1	66.1	66.1	81.0	81.0	81.0	81.0	81.2	83.5	76.2	76.2	76.2	76.2	76.2	76.2	76.2	76.2
PR of Avg SS:	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms
PR of Avg SS:	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms
N TESTED=	72	72	72	99	99	99	99	99	99	99	99	99	99	99	99	99	99
GRADE 1	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75
ITBS:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
GE of Avg SS	2.5	2.5	2.5	2.2	2.2	2.2	2.2	2.7	2.5	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3
NS	6.6	6.6	6.6	6.4	6.4	6.4	6.4	6.7	6.6	6.2	6.2	6.2	6.2	6.2	6.2	6.2	6.2
NCE	66.0	65.1	65.1	63.5	63.5	63.5	63.5	67.4	67.0	61.4	62.4	62.4	62.4	62.4	62.4	62.4	62.4
PR of Avg SS:	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms
PR of Avg SS:	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms
N TESTED=	75	75	75	91	91	91	91	93	94	89	88	88	88	88	88	88	88
GRADE 2	74	74	74	74	74	74	74	74	74	74	74	74	74	74	74	74	74
ITBS:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
GE of Avg SS	3.5	3.5	3.5	3.3	3.3	3.3	3.3	3.7	3.5	3.7	4.0	3.4	3.4	3.4	3.4	3.4	3.4
NS	6.2	6.2	6.2	6.1	6.1	6.1	6.1	6.2	6.3	6.8	6.9	6.0	6.0	6.0	6.0	6.0	6.0
NCE	62.6	65.1	64.3	61.3	61.3	61.3	61.3	61.6	62.7	70.1	68.0	60.6	60.6	60.6	60.6	60.6	60.6
PR of Avg SS:	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms
PR of Avg SS:	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms
N TESTED=	75	75	75	83	83	83	83	85	87	98	94	95	95	95	95	95	95
GRADE 3	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72
ITBS:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
GE of Avg SS	4.7	4.7	4.7	4.5	4.5	4.5	4.5	4.6	4.5	4.7	4.8	4.5	4.5	4.5	4.5	4.5	4.5
NS	6.4	6.4	6.4	6.1	6.1	6.1	6.1	5.7	5.9	6.4	6.0	6.0	6.0	6.0	6.0	6.0	6.0
NCE	62.9	61.3	61.3	61.3	61.3	61.3	61.3	56.9	59.4	63.5	61.1	60.1	60.1	60.1	60.1	60.1	60.1
PR of Avg SS:	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms
PR of Avg SS:	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms
N TESTED=	73	73	73	86	86	86	86	75	81	92	85	89	89	89	89	89	89
GRADE 4	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69
ITBS:	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
GE of Avg SS	5.4	5.4	5.4	5.1	5.1	5.1	5.1	5.7	5.5	5.3	5.9	5.1	5.1	5.1	5.1	5.1	5.1
NS	5.9	5.9	5.9	5.4	5.4	5.4	5.4	5.5	5.5	5.5	5.7	5.2	5.2	5.2	5.2	5.2	5.2
NCE	59.0	59.6	59.6	54.4	54.4	54.4	54.4	54.8	54.0	54.7	59.0	54.7	54.7	54.7	54.7	54.7	54.7
PR of Avg SS:	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms	Nat'l Student Norms
PR of Avg SS:	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms	Nat'l School Norms
N TESTED=	70	70	70	73	73	73	73	70	68	68	82	58	58	58	58	58	58

E-Grade Equivalent, SS=Standard Score, NS=Nat'l SS, NCE=Normal Curve Equivalent, PR=Scale Rank  
 For Level 6, Vocabulary is not included in the Reading Total.

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTERSCHOOL  
 Bldg Code: MOT CHARTER SCHOOL  
 System: SPRING 1995  
 Norms: 000-A3005157-00-001  
 Order No.:  
 Form: K  
 Test Date: 5/03  
 Page: 190

	READING				LANGUAGE					MATHEMATICS			CORE TOTAL	SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			COM-POSITE	WORD ANALYSIS	MATH COMPUTATION
	VOCABULARY	COMPREHENSION ADV SKILLS	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROB/ DATA INTERP ADV SKILLS	TOTAL				MAPS & DIAGRAMS	REF. MATLS	TOTAL			
GRADE 5	ITBS: N	72	72		72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72
	GE of Avg SS	6.2	7.2		6.9	8.7	7.9	7.9	7.7	6.2	6.8	5.6	7.0	6.7	7.0	7.4	6.5	6.8	6.8	6.4	6.4
	NS	5.6	6.0		5.9	6.4	6.1	6.1	6.3	5.3	5.7	5.5	5.8	5.6	5.8	5.9	5.5	5.8	5.8	5.5	5.5
	NCE	55.3	60.2		57.9	65.8	60.5	60.8	62.7	52.9	57.1	55.1	58.7	56.4	57.5	59.4	55.1	57.8	58.7	54.3	54.3
	PR of Avg SS: Nat'l Student Norms	59	65		67	76	70	70	72	56	64	61	67	63	65	68	62	63	65	60	60
	PR of Avg SS: Nat'l School Norms	65	77		86	94	87	86	92	58	75	67	80	71	76	81	68	77	78	68	68
	N TESTED= 72																				
GRADE 6	ITBS: N	73	73		73	73	73	73	73	73	73	73	73	73	73	73	73	73	73	73	73
	GE of Avg SS	8.0	8.7		8.5	7.7	9.0	10.0	8.7	8.2	9.7	8.8	8.6	8.7	9.6	9.2	8.6	8.6	8.6	7.7	7.7
	NS	6.0	6.3		6.0	5.3	5.9	6.3	5.5	6.0	6.5	6.4	6.2	6.1	6.5	6.3	6.0	6.0	6.0	5.6	5.6
	NCE	60.5	62.4		60.1	53.2	58.7	63.9	59.3	60.4	66.6	62.2	62.7	61.1	64.9	62.8	60.4	62.3	62.3	56.4	56.4
	PR of Avg SS: Nat'l Student Norms	69	71		71	59	67	74	68	69	76	73	75	70	75	73	69	72	73	63	63
	PR of Avg SS: Nat'l School Norms	82	86		91	64	83	90	84	82	96	80	87	84	94	88	82	86	86	74	74
	N TESTED= 73																				

E-Grade Equivalent, SS-Standard Score, NS-Nat'l Std, NCE-Normal Curve Equivalent, PR-Grade Rank  
 For Level 6, Vocabulary is not included in the Reading Total.

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOTT CHARTER SCHOOL

Bldg Code:

System: MIDDLETOWN

Norms: FALL 1995

Order No.: 000-A3005896-00-001== Page: 97

Form: M

Test Date: 9/03

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	READING			LANGUAGE				MATHEMATICS			SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			COM-POSITE	WORD ANALYSIS	MATH COMPUTATION
	VOCAB-ULARY	COMPRE-HENSION	TOTAL	LISTEN-ING	SPELL-ING	CAPITAL-IZATION	PUNC-TUATION	USAGE/EXPRESS-ADV SKILLS	TOTAL	CON-CEPTS/ESTIM.	PROBS/DATA INTERP. ADV SKILLS	TOTAL	MAPS & DIA-GRAMS	REF. MATLS	TOTAL			
GRADE K	73	46	46	74				73	73			73					71	
ITBS:	N			K.8				K.7	K.8			K.6					K.2	
GE of Avg SS	5.6	1.3	1.3	6.6				6.6	6.7			6.5					5.3	
Nat'l Student Norms	62	53	51	82				79	80			78					60	
Nat'l School Norms	64	57	59	92				78	92			90					61	
TESTED= 75																		
GRADE 1	74	46	46	74				74	74			74					74	
ITBS:	N			1.8				2.0	1.9			1.5					1.4	
GE of Avg SS	6.0	5.3	5.1	6.4				6.7	6.8			6.2					5.4	
Nat'l Student Norms	72	62	58	79				86	82			72					61	
Nat'l School Norms	80	57	59	93				93	95			81					72	
TESTED= 74																		
GRADE 2	75	75	75	75				75	75			75					75	
ITBS:	N			2.6				2.8	2.6			2.5					2.7	
GE of Avg SS	6.1	6.2	6.1	6.2				6.1	6.2			5.9					6.0	
Nat'l Student Norms	71	75	72	71				72	72			66					69	
Nat'l School Norms	82	88	89	90				78	81			75					85	
TESTED= 79																		
GRADE 3	72	72	72	72				70	75			75					75	
ITBS:	N			3.7				3.7	3.6			3.8					3.5	
GE of Avg SS	5.9	5.8	6.0	6.0				5.6	5.7			6.1					6.0	
Nat'l Student Norms	71	69	69	73				69	67			73					61	
Nat'l School Norms	81	80	82	94				76	74			87					85	
TESTED= 72																		
GRADE 4	73	73	73	73				73	73			73					73	
ITBS:	N			4.9				4.8	4.6			4.9					4.7	
GE of Avg SS	5.8	5.2	5.0	5.9				5.4	5.3			6.0					5.0	
Nat'l Student Norms	64	69	69	73				64	60			71					62	
Nat'l School Norms	70	85	81	93				70	66			85					73	
TESTED= 73																		
GRADE 5	75	75	75	75				75	75			75					75	
ITBS:	N			6.4				6.4	6.2			6.2					5.4	
GE of Avg SS	6.0	6.1	6.0	6.0				5.7	5.7			6.0					5.4	
Nat'l Student Norms	68	64	67	75				68	66			70					58	
Nat'l School Norms	78	75	78	93				79	80			83					69	
TESTED= 75																		

E-Grade Equivalent, SS=Standard Score, NS=Nat'l SS, PR=PR-Side Rank  
for Level 6, Vocabulary is not included in the Reading Total.

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTER SCHOOL  
Bldg Code:  
System: MIDDLETOWN  
Norms: FALL 1995  
Order No.: 000-A3005896-00-001  
Form: M  
Test Date: 9/03  
Page: 98

	READING			LANGUAGE						MATHEMATICS			CORE TOTAL	SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			COM-POSITE	WORD ANALYSIS	MATH COMPUTATION	
	VOCABULARY #	COMPREHENSION ADV SKILLS	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS	TOTAL				MAPS & DIAGRAMS	REF. MAT'L	TOTAL				
GRADE 6	ITBS: N	75	75		74	74	74	74	74	75	75	75	74	75	74	74	75	74	73			75
	GE of Avg SS	6.6	7.0		7.3	8.0	7.8	7.6	7.8	6.6	7.3	6.9	7.2	7.2	7.2	7.4	7.5	7.4	7.3			75
	NS	5.5	5.7		5.7	5.9	5.7	5.6	5.8	5.5	5.6	5.6	5.8	5.8	5.7	5.5	5.8	5.7	7.2			5.9
	PR of Avg SS: Nat'l Student Norms	57	62		67	68	67	64	66	60	64	62	64	64	63	62	64	63	5.7			4.9
	PR of Avg SS: Nat'l School Norms	61	71		86	81	82	75	82	68	75	71	75	70	63	71	75	64	5.7			4.9
	TESTED= 75																		62			48
GRADE 7	ITBS: N	70	70		71	71	71	71	71	72	72	72	69	72	71	71	70	69	68			70
	GE of Avg SS	8.3	9.0		9.0	7.8	8.4	9.1	8.5	8.5	9.3	8.9	8.6	8.6	8.7	9.1	9.0	9.1	8.8			7.7
	NS	6.0	6.4		6.2	5.3	5.4	5.8	5.6	6.0	6.1	6.2	5.8	5.8	5.7	6.0	6.0	6.0	6.1			5.5
	PR of Avg SS: Nat'l Student Norms	67	74		73	56	61	66	63	70	70	72	71	65	66	68	69	68	70			61
	PR of Avg SS: Nat'l School Norms	79	90		93	61	71	78	75	84	90	87	77	77	78	81	82	83	85			71
	TESTED= 72																					

Grade Equivalent. SS=Standard Score, NS=Not Ss9, PR=9th Rank

\*Grade Equivalent, SS=Standard Score, NS=Nat'l Std, PR=PRile Rank  
† Level 5, Vocabulary is not included in the Reading Total.



# Iowa Test of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTER SCHOOL

Blkg Code:

System: MOT CHARTER SCHOOL

Norms:

Order No.: 000-A4003172-00-001==

Form: K

Test Date: 5/04

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	READING				LANGUAGE				MATHEMATICS			SOCIAL STUDIES	SCH. ENCE	SOURCES OF INFO.			WORD ANALYSIS	MATH COMPUTATION
	VOCABULARY	COMPREHENSION	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS			MAPS & DIAGRAMS	REF. MATLS	TOTAL		
<b>GRADE K</b>																		
ITBS:	73	74	74	74	74	74	74	74	73	73	73	72	72				74	
GE of Avg SS	1.4	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.4	1.4	1.4	1.5	1.5				1.5	
NS	6.9	7.5	7.5	7.5	7.5	7.5	7.5	7.5	6.6	6.6	6.6	7.0	7.0				6.6	
NCE	69.4	78.0	78.0	78.0	78.0	78.0	78.0	78.0	65.9	65.9	65.9	77.1	77.1				66.6	
R of Avg SS: Nat'l Student Norms	85	91	91	91	91	91	91	91	83	83	83	92	92				79	
PR of Avg SS: Nat'l School Norms	94	99	99	99	99	99	99	99	94	94	94	99	99				96	
TESTED= 74																		
<b>GRADE 1</b>																		
ITBS:	75	74	74	75	75	75	75	75	75	75	75	74	74				75	75
GE of Avg SS	2.0	2.2	2.1	2.0	2.1	2.1	2.1	2.1	2.1	2.0	2.1	2.1	2.1				2.3	2.0
NS	5.6	5.8	5.6	5.6	5.6	5.6	5.6	5.6	5.5	5.5	5.4	5.6	5.4				5.5	5.5
NCE	55.1	57.9	55.7	55.5	55.5	55.5	55.5	55.5	54.6	54.6	55.1	56.7	52.4				55.7	55.1
R of Avg SS: Nat'l Student Norms	60	68	63	61	61	61	61	61	59	59	61	63	54				64	60
PR of Avg SS: Nat'l School Norms	61	78	72	64	64	64	64	64	68	68	68	73	57				72	71
TESTED= 75																		
<b>GRADE 2</b>																		
ITBS:	74	74	74	74	74	74	74	74	74	74	74	74	74				74	74
GE of Avg SS	3.3	3.6	3.3	3.3	3.3	3.3	3.3	3.3	3.5	3.5	3.5	3.4	3.3				3.6	3.5
NS	6.0	6.1	6.1	6.2	6.2	6.2	6.2	6.2	6.2	6.0	6.2	6.3	5.7				5.9	6.7
NCE	60.3	62.3	61.7	62.3	62.3	62.3	62.3	62.3	62.4	61.3	62.2	63.7	55.9				59.6	67.2
R of Avg SS: Nat'l Student Norms	69	74	72	75	75	75	75	75	72	70	73	75	62				69	80
PR of Avg SS: Nat'l School Norms	79	86	85	86	86	86	86	86	89	86	83	90	78				82	96
TESTED= 74																		
<b>GRADE 3</b>																		
ITBS:	72	72	72	72	72	72	72	72	72	72	72	72	72				72	73
GE of Avg SS	4.6	4.5	4.6	4.6	4.6	4.6	4.6	4.6	4.7	4.7	4.8	4.6	4.0				4.3	4.5
NS	6.3	6.1	6.1	6.1	6.1	6.1	6.1	6.1	6.3	6.5	6.0	6.1	5.2				5.7	6.0
NCE	62.0	57.7	60.0	57.2	57.2	57.2	57.2	57.2	63.4	64.6	60.7	60.8	51.7				56.7	60.3
R of Avg SS: Nat'l Student Norms	71	67	68	65	65	65	65	65	74	78	71	89	55				63	71
PR of Avg SS: Nat'l School Norms	83	79	82	79	79	79	79	79	90	93	86	84	56				63	87
TESTED= 73																		
<b>GRADE 4</b>																		
ITBS:	72	72	72	72	72	72	72	72	72	72	72	72	72				72	72
GE of Avg SS	5.2	5.9	5.6	5.6	5.6	5.6	5.6	5.6	5.4	5.1	5.8	5.5	5.3				5.4	5.4
NS	5.7	5.9	5.8	5.8	5.8	5.8	5.8	5.8	5.6	5.3	5.6	5.7	5.5				5.7	5.7
NCE	56.3	59.3	58.4	56.4	56.4	56.4	56.4	56.4	55.5	52.3	57.5	56.4	54.5				55.3	56.9
R of Avg SS: Nat'l Student Norms	61	68	66	70	70	70	70	70	62	55	67	62	61				61	64
PR of Avg SS: Nat'l School Norms	66	84	76	88	88	88	88	88	69	57	79	73	66				66	77
TESTED= 72																		

Grade Equivalent, SS=Standard Score, NS=Not Significant, NCE=Normal Curve Equivalent, PR=Percentage Rank  
Level 6, Vocabulary is not included in the Reading Total

# Iowa Tests of Basic Skills

## Service 9: Report of Building Averages

Building: MOT CHARTER SCHOOL  
Bldg Code:  
System: MOT CHARTER SCHOOL  
Norms: SPRING 1995  
Order No.: 000-A4003172-00-001

Form: K  
Test Date: 5/04  
Page: 110

	READING			LANGUAGE					MATHEMATICS			CORE TOTAL	SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			WORD ANALYSIS	MATH COMPUTATION
	COMPREHENSION	VOCABULARY	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROB/ DATA INTERP ADV SKILLS				MAPS & DATA GRAMS	REF. MATLS	TOTAL		
GRADE 5	ITBS: N	75	75		75	75	75	75	75	75	75	75	75	75	75	74	74		75
	GE of Avg SS	6.3	6.4		6.6	6.4	6.8	7.5	6.8	6.6	7.4	7.0	6.7	6.5	6.7	5.8	6.2		6.9
	NS	5.7	5.6		5.6	5.1	5.4	5.9	5.5	5.8	5.9	6.0	5.7	5.5	5.5	4.8	5.2		6.0
	NCE	56.9	55.1		55.6	51.5	54.0	58.8	55.3	57.5	59.7	58.9	56.9	54.1	55.1	47.8	51.6		59.4
	R of Avg SS: Nat'l Student Norms	62	60		64	58	62	68	62	65	69	67	63	62	63	50	58		69
	PR of Avg SS: Nat'l School Norms	70	67		80	59	70	81	74	76	84	81	73	68	71	48	61		84
	TESTED= 75																		
GRADE 6	ITBS: N	73	73		74	74	74	74	74	73	73	73	72	70	70	72	70		73
	GE of Avg SS	7.0	7.3		7.6	8.5	8.0	8.7	8.2	6.9	7.6	7.4	7.6	7.7	7.9	7.6	7.7		8.2
	NS	5.2	5.4		5.5	5.7	5.4	5.7	5.6	5.1	5.3	5.3	5.5	5.2	5.5	5.3	5.5		6.2
	NCE	52.6	53.9		55.4	56.5	54.5	58.1	56.7	50.8	53.4	52.2	54.8	52.1	55.1	53.2	54.3		4.2
	R of Avg SS: Nat'l Student Norms	54	57		62	64	61	66	63	52	58	58	60	56	61	59	60		41.8
	PR of Avg SS: Nat'l School Norms	54	59		74	76	68	77	75	51	64	59	67	59	67	63	66		36
	TESTED= 74																		17
GRADE 7	ITBS: N	71	71		71	71	71	71	71	71	71	71	71	70	71	70	70		69
	GE of Avg SS	8.5	9.2		9.5	8.9	10.3	10.0	9.6	9.2	10.4	9.8	10.6	9.8	9.8	9.0	9.4		7.8
	NS	5.7	6.0		6.0	5.4	5.9	5.8	5.8	6.0	6.2	6.2	6.4	6.0	5.9	5.5	5.7		4.9
	NCE	56.6	60.2		59.4	53.6	58.5	58.3	57.8	59.9	62.2	61.5	63.4	59.5	58.5	55.2	57.2		48.3
	R of Avg SS: Nat'l Student Norms	60	67		69	57	65	66	64	67	69	69	73	67	68	61	64		49
	PR of Avg SS: Nat'l School Norms	69	79		89	63	81	76	76	80	88	84	80	79	76	68	72		42
	TESTED= 71																		

\*Grade Equivalent, SS=Standard Score, NS=Net SS, NCE=Normal Curve Equivalent, PR=Kde Rank  
r Level 6, Vocabulary is not included in the Reading Total.

# Dwa Test of Basic Skills

## Service 9: Report of Building Averages

MOTCHARTER

Building: Big Cedar:  
System: MOT CHARTER SCHOOL  
Norms: SPRING 1995  
Order No.: 000-A5002524-00-001==

Form: K  
Test Date: 5/05  
Page: 126

	READING			LANGUAGE					MATHEMATICS			SOCIAL STUDIES	SCI-ENCE	SOURCES OF INFO.			WORD ANALYSIS	MATH COMPUTATION
	VOCABULARY #	COMPREHENSION ADV SKILLS	TOTAL	LISTENING	SPELLING	CAPITALIZATION	PUNCTUATION	USAGE/EXPRESS ADV SKILLS	TOTAL	CONCEPTS/ESTIM.	PROBS/ DATA INTERP ADV SKILLS			MAPS & DIAGRAMS	REF. MATLS	TOTAL		
GRADE K	75			75				75	75		74						75	
ITBS: N	1.2			1.5				1.5	1.5		1.3						1.4	
GE of Avg SS	6.2			7.3				7.4	7.4		6.5						6.4	
NS	61.6			75.7				72.8	76.1		65.9						64.8	
NCE	74			91				92	93		82						80.77	
Nat'l Student Norms	83			99				96	99		94						95	
PR of Avg SS: Nat'l School Norms																		
TESTED= 75																		
GRADE 1	73			75				74	74		75						73	
ITBS: N	2.5			2.2				2.7	2.4		2.3						2.8	
GE of Avg SS	6.5			6.1				6.6	6.5		6.0						6.6	
NS	65.4			60.7				67.6	65.7		61.1						66.8	
NCE	79			71				83	80		71						79	
Nat'l Student Norms	93			85				95	94		84						96	
PR of Avg SS: Nat'l School Norms																		
TESTED= 75																		
GRADE 2	75			75				75	75		75						75	
ITBS: N	3.5			3.1				3.6	3.4		3.5						3.6	
GE of Avg SS	6.3			5.7				6.1	6.0		6.1						5.9	
NS	62.5			57.2				61.2	60.4		60.8						59.7	
NCE	73			65				75	72		72						68	
Nat'l Student Norms	85			73				84	82		80						81	
PR of Avg SS: Nat'l School Norms																		
TESTED= 75																		
GRADE 3	73			73				74	74		73						73	
ITBS: N	4.6			4.6				4.5	4.4		4.8						4.4	
GE of Avg SS	6.2			6.0				5.7	5.8		6.0						5.8	
NS	61.6			60.3				56.6	57.7		60.7						58.3	
NCE	71			69				67	65		69						66	
Nat'l Student Norms	82			83				74	75		85						81	
PR of Avg SS: Nat'l School Norms																		
TESTED= 74																		
GRADE 4	74			74				74	74		73						73	
ITBS: N	5.3			5.3				5.8	5.5		5.9						5.8	
GE of Avg SS	5.7			5.2				5.6	5.5		6.1						6.3	
NS	57.8			53.4				58.1	54.7		61.2						62.5	
NCE	64			60				66	61		72						74	
Nat'l Student Norms	71			68				76	70		88						90	
PR of Avg SS: Nat'l School Norms																		
TESTED= 74																		

\*Grade Equivalent, SS=Standard Score, NS=Not a SS, NCE=Normal Curve Equivalent, PR=Kile Rank or Level 6, Vocabulary is not included in the Reading Total.



# ATTACHMENT J



## DEPARTMENT OF EDUCATION

THE TOWNSEND BUILDING  
P.O. BOX 1402  
DOVER, DELAWARE 19903-1402  
DOE WEBSITE: <http://www.doe.state.de.us>

Valerie A. Woodruff  
Secretary of Education  
Voice: (302) 739-4601  
FAX: (302) 739-4654

### MEMORANDUM

TO: Charter School/Boards of Directors  
FROM: Larry Gabbert, Charter Schools Office  
SUBJECT: Report from the Spring 2003 Parent Survey  
DATE: May 5, 2003

Enclosed is a copy of the report for your school from the Parent Satisfaction Survey conducted in spring 2003 by the Research and Development Center at the University of Delaware.

It is our expectation that the school will use the information in the report to aid in planning for the coming school years.

c: Charter School Administrative Heads

enclosures

# MOT Charter School

## Parent Survey Results, Spring 2003

Surveys were mailed to 360 parents/guardians (families with more than one child at the school received only one survey). 180 surveys were returned; this is a response rate of 50%.

All answers are given as **percentages**. Not all percentages add up to 100 because some respondents left some answers blank and because more than one answer was accepted for questions about race/ethnicity (Part 2) and former schools (Part 4).

### Part 1: Information about your child

a) Is your child?	<u>Male:</u> 50.0%	<u>Female:</u> 48.9%			
b) Is your child?	<u>American Indian:</u> 1.1%	<u>African American:</u> 3.3%	<u>Caucasian:</u> 90.6%		
	<u>Hispanic:</u> 6%	<u>Asian/Pacific Islander:</u> 2.2%	<u>Other:</u> 1.1%		
c) What grade is your child in this school year?	<u>K:</u> 8.9%	<u>1st:</u> 13.9%	<u>2nd:</u> 11.7%	<u>3rd:</u> 13.9%	<u>4th:</u> 12.8%
	<u>5th:</u> 18.3%	<u>6th:</u> 20.0%	<u>7th:</u> 0.0%	<u>8th:</u> 0.0%	
	<u>9th:</u> 0.0%	<u>10th:</u> 0.0%	<u>11th:</u> 0.0%	<u>12th:</u> 0.0%	
d) Does your child qualify for the free or reduced lunch program?	<u>Yes:</u> 2.2%	<u>No:</u> 97.8%			
e) Is your child currently attending the charter school?	<u>Yes:</u> 97.8%	<u>No:</u> 1.7%			

### Part 2: Your opinion of the success of your child's charter school

Comments that respondents included in the margins of Parts 2, 3, and 4 are included as Appendix A at the end of this report.

In your opinion, how successful is the school in (please circle your answer)	not very successful	somewhat successful	very successful
a) Providing a safe environment for learning.	0.6%	2.8%	55.6%
b) Having teachers and staff with high academic expectations for all students.	1.1%	3.9%	57.2%
c) Having teachers and staff with high behavioral expectations for all students.	2.2%	5.0%	35.0%
d) Communicating high expectations to students.	1.7%	2.8%	31.1%
e) Communicating high expectations to parents.	1.7%	5.6%	24.4%
f) Teaching in ways that encourage students to apply what they learn to everyday life.	1.7%	7.2%	26.7%
g) Accommodating different learning styles.	7.2%	12.2%	18.9%
h) Providing a learning environment that encourages student learning.	2.8%	3.9%	30.0%
i) Meeting the needs of special education students and students with special needs.	8.9%	13.3%	8.3%
j) Offering classes that students find interesting and challenging.	1.1%	6.7%	26.1%
k) Providing positive attention to students as individuals.	2.8%	4.4%	28.3%
l) Regularly communicating the progress of students to parents.	3.9%	10.6%	26.3%
m) Developing an atmosphere of trust where parents, teachers, and students work together.	3.9%	9.4%	31.1%

In your opinion, how successful is the school in (please circle your answer):	not very successful	somewhat successful	very successful
n) Providing opportunities for parents to have an influence on the school.	1.1%	5.6%	16.7%
o) Having leadership that is results-oriented, accountable, and open to suggestion.	4.4%	5.0%	25.0%
p) Providing instructional materials that are suitable to the needs of the students.	1.7%	5.6%	18.3%
q) Providing a school facility that is suitable to the needs of the students.	2.8%	5.0%	11.7%
r) Overall, what is your opinion of the success of this charter school?	1.7%	6.1%	23.9%

### Part 3: Questions about charter schools and parent involvement

a) Do you think that charter schools should be accountable to the state in the way regular public schools are accountable?	Yes 60.0%	No 13.9%	Don't know 23.4%
b) Should charter schools be expected to have higher, lower, or equal student achievement compared with regular public schools?	Higher 75.6%	Lower 0.0%	Equal 24.4%
c) How much do you believe that charter schools will lead to improvement in all of Delaware's schools?	A great deal 50.6%	Somewhat 32.8%	A little 7.2%
d) How good a job does the school do of including parents in important decisions about their children's education?	Excellent 24.4%	Good 45.6%	Fair 18.9%
e) How good a job does the school do of providing information about how to help your child with his or her homework?	Excellent 15.0%	Good 32.8%	Fair 33.9%

### Part 4: For parents of students who attended another school before or after the charter school

Did your child attend another school before or after attending this charter school?	Yes 85.1%	No 6.7%
---	--------------	------------

If yes, what kind of school was (or is) it?

Regular Public School:	Different Charter School:	Homeschool:	Private School:	Other:
75.0%	2.2%	1.1%	7.8%	2.3%

Please indicate whether you agree with the following statements (please circle your answer):	Yes	No	Don't know
a) This charter school is a safer environment than the other school.	52.2%	22.8%	9.4%
b) My child is more interested in doing well while attending this charter school.	55.0%	23.3%	5.3%
c) The quality of education is better in this charter school.	49.4%	17.2%	18.3%
d) The quality of the teachers and other staff is better in this charter school.	26.7%	26.1%	30.8%
e) This charter school is more responsive to parents.	58.3%	17.2%	10.0%
f) My child is doing better academically in this charter school.	47.8%	22.3%	7.2%
g) My child's behavior is better in this charter school.	40.0%	21.1%	11.1%
h) My child likes coming to this charter school more than the previous school.	45.0%	25.6%	9.4%

**Part 5: Comments**

Do you have any other comments about this charter school and/or any recommendations for improvement?

The responses in Part 5 of the survey are included below. They are organized by categories, and answers that fall into more than one category are included in each appropriate category list. One hundred and seven respondents included comments in Part 5.

Negative comments and concerns were more numerous than positive comments. The most prevalent concerns were related to the school administration and operations and to the academic programs. General comments and comments that referred to the newness of the school were the most common positive comments.

The categories used to organize the responses are listed below along with the number of responses in each category.

<u>Category</u>	<u>No. of Responses</u>
Concerns and suggestions for improving administration and school operations .....	31
Concerns about and suggestions for improvement of academics (including academic equipment and supplies) .....	30
Positive general comments about the school .....	29
Comments related to the newness of the school .....	22
Concerns about and suggestions for improving school facilities, after-school programs, and extracurricular and arts programs .....	21
Concerns about and suggestions related to teachers and teaching .....	21
Positive comments related to administration and school operations .....	19
General and other concerns .....	12
Comments about charter schools and regular public schools in general .....	11
Concerns about school-parent communication or parental involvement .....	8
Positive comments regarding academic programs (including special education and gifted programs) .....	7
Positive comments related to school-parent communication or parental involvement .....	7
Comments regarding student behavior and attitudes .....	7
Positive comments about teachers .....	5

**Concerns and suggestions for improving administration and school operations**

- New teachers need more guidance.
- Inclusion/adaptations have been difficult.
- They listen to your concerns but do what they were originally going to do anyway. Meetings that go no where seem to be the theme.
- Better structure of discipline, more consistent with disciplining students, more order in the classroom.
- Shorter school year.
- The MOT Charter School opened in a very poor state. They promised much and delivered very little.
- We have no parent-student teacher meetings, no individualized learning plans, no art, no tutoring. We enrolled our children for all the above "extras". However, these "extras" don't exist at this time. I believe they are slowly working on these issues. I believe this school will be a success however they presented a plan for the future and led us believe it was a plan for the present.
- our son has 5 special ed students in his class with no additional help.

- The school has gone through two principals and our son has had two teachers in the course of 6 months. The school was not prepared for educating when they opened the doors. They keep asking the parents to be "patient" while they work at fulfilling their promises for a better education for our children.
- We do have a concern that the school day is too long. Not only for the kids but also the teachers. I'm afraid it may be hard to keep good teachers when they can to a public school and work less hours and get paid the same.
- We also want all the promises of the Board to be kept next year.
- Yes, the charter school must offer comparable salary and benefits as regular public schools to attract talented teachers and retain them. They should have staff development days like the public school. They need a required # of experienced and wonderful teachers - at least one per grade, and in special ed. Experienced leadership is important also.
- My only comments are the fact that the school needs a little more direction with coming and going of people into and out of the school.
- My main concern is still attracting the BEST teachers, with the pay significantly lower - Is that possible?
- Recruiting for teachers with more experience is needed. There were too many inexperienced teachers and not enough model teachers or mentors.
- Dress code should be strictly adhered to.
- I think charter schools could be a great addition to the school system in DE but the board of MOT is too involved and the new principal does not seem to be interested in being there.
- Better security at front door.
- This charter school need help the state should be able to oversee charter school not parents that do not receive a salary.
- This school lurches from crisis to crisis. No stability and very poor (weak) ineffective leadership at tip. Principal can't and won't make any decisions he would be accountable for. Can't even decide when to close school -for snow - follows district! Uses words incorrectly with PhD!!
- The board members need to communicate better with parents.
- Tighten security within the school. I have experienced on three occasions picking up my child with out any i.d. (this was before anyone knew who I was).
- Not sufficient security at front door.
- School is not following discipline as outlined in handbook at start of year.
- It is very important to the children to see the principal on a regular basis. He should visit each class at least one a week.
- If they are going to have 2 dress code, they should enforce it.
- There communications with parents is very poor example (plase send \$5.0%0 for trip to museum but hey don't what one there going to)
- Busy first year - just opened. Much to be accomplished by leadership.
- MOT Charter need to address diversity - appears to want a closed society - Do not appear or want to understand culture difference and helping few students of color to feel included.
- MOT Charter School has had many challenges with the leadership (principal) and inexperienced, unqualified teachers.
- My recommendation for improvement is in regards to discipline. The school must set a clear code of conduct and enforce it throughout the year.

**Concerns about and suggestions for improvement of academics (including academic equipment and supplies)**

- More unified approach across all grade levels in homework expectations.
- They definitely should meet the same CRE and Special Ed Laws.

- Teacher should have been better qualified to handle children with special needs (ADHD)
- Try to minimize teacher turn-over.
- The teachers need to be more open to the specific needs of a child that is having a learning difficulty. Every student will not learn the same.
- We were promised higher achievement and they haven't delivered on their "promises". This charter school opened with all kinds of promises for better education, advanced classes, etc. to date we haven't seen any of this.
- They have been having trouble with getting special ed teachers.
- Special education services need immediate attention and implementation.
- I was wondering where did the curriculum for MOT come from. It seems much more difficult than regular school.
- They forgot special ed!! No materials were ordered!!
- I am disappointed with the text books.
- Obviously what was promised - small group learning according to ability and hands-on inter-subject-related social studies- has NOT happened.
- Advanced students have to lag behind with other students. There needs to be some focus on advanced children so they can continue to move ahead. Like the public schools, all the focus is on keeping those behind current. The advanced students get bored and stagnate.
- I also feel that there is way too much homework.
- The education being better than regular public school is something we have not seen.
- My son has ADHD. The special ed teacher quit 1/4 into the school year. When I would complain about my son's academic problems they would tell me that they just didn't have the resources to help my child.
- The special ed program is improving - but the school underestimated the need in this area and was not prepared.
- Need programs for computers and gifted.
- Less homework or shorter day in school.
- I also like the idea of catering to the needs of children who are more advanced with programs to help them exceed. As well putting children in special programs that are not meeting average requirements.
- Special ed program has been a huge disappointment. The children deserve far more than they've been given so far. (as of Feb 13)
- We need programs for gifted students, honor roll recognition.
- (My) child is above average in math/reading but has to stay with the overall group. Need gifted programs!
- Definitely need to have accelerated classes for those that need them.
- Explain text books and curriculum and goals for the children at the beginning of school year.
- I feel that for 25 kids in a room there should be a teacher's aid.
- My biggest issue with the Charter School is the special Ed program. My child had 3 different special Ed teachers since the school started in Sept. I do not believe they are following his IEP to meet his needs.
- A standard report card and progress report for the entire school.
- More consistency among each grade level in reference to learning content.
- Also child complained new social studies curriculum is boring compared to old one (paragon), not as hands on!

#### Positive general comments about the school

- It is a great school.
- I am very confident we are moving forward.
- My child attended a private school before the Charter school and I feel the academics have been the same as we have been accustomed to.

- The environment at the school is very positive.
- This charter school is A++! We love it and hope it is able to have high school too.
- We need a charter school from grades 9 to 12. I do not want to send my children to Middletown high school.
- I hope they keep up with the High academic and behavioral expectations they have set.
- My family is very happy with the MOT Charter School. We are very involved at the school. My child loves school and enjoys going.
- Our daughter is in kindergarten at MOT Charter School and we love it!
- Despite these setbacks and a few others due to delayed delivery of materials, the school is much safer and greatly needed alternative to the other schools in the Appoquinimink school district.
- I have nothing but positive things to say about MOT Charter School my children attend. I have seen great improvement in my children academically. Charter School was the best thing I think I have ever done for my children.
- K-8 makes it a more family type school (Putting 500 middle schoolers together just asks for trouble).
- Other than that - I am very pleased with the school and staff.
- In general, it's a good school.
- Overall we are satisfied with the Charter School.
- I was attracted to this school due to the size (smaller class sizes and only 3 classes per grade).
- overall the staff and parents seem committed to success.
- It is an excellent school well exceeding our expectations.
- We are happy with the MOT Charter school.
- We're very pleased.
- I have been very pleased with the MOT Charter School and hope that surveys like this help the charter school movement in the state (and nationwide, too) receive additional funding!
- Over all very happy with MOT Charter School.
- I really can't say if one is better than the other. Kindergarten is really hard to compare with 1st grade. It's just a whole different level of academics. She very much enjoyed kindergarten and the teachers and classmates just as she does in 1st grade. Overall, I'm hoping "Charter" challenges and pushes her to excel in her studies.
- We are very pleased with the Charter School and hope the Delaware Public Schools will model after the Charter.
- We plan on staying through 8th grade.
- Our favorite experience with the charter school is the "family environment",
- I do think teachers and staff should have higher expectations for behavior and academics.
- There seems to be great effort and concern in improving where issues have been identified. The atmosphere is much better than the public school that my daughter was attending.
- I (we) love the school

#### Comments related to the newness of the school

- It has had its 1st year up and downs (new principal etc...).
- Our charter school has only been in operation 5 months and has as expected, had bumps in the road.
- There were many changes this 1st year. Teachers, Principal-Paragon Curriculum.
- This year has been very mixed-ups and downs.
- Yes we admit the school has had some typical 1st year issues (failing to get a hot lunch food service provider contract in place for the start of year; some teachers have left and returned to public school teaching). But these issues happen everywhere.
- We realize this is the first year for our Charter school and have adjusted our expectations accordingly.



- MOT Charter school has been through a lot of changes the first year. We are counting on next year to run smoothly.
- I think for its first year it is doing well but there is room for improvement.
- MOT Charter has had some first year glitches and an administration change but overall I am pleased and look forward to more good things in the future.
- As the school is new, there are certainly areas which can use improvement,
- I realize this will come as the school gets up and running.
- Relatively smooth road for 1st year.
- We knew it was going to be an experimental year, but that hasn't made it any less painful.
- Excellent program for its 1st year.
- This school is just beginning. I think it will have some growing pains along the way. It has had a lot of change in just the first year, so it is hard to estimate on how it will do.
- From what I can see, as a parent, the faculty at MOT Charter is doing a fantastic job...especially recovering from such a drastic change at the start of the school year.
- I feel MOT Charter has come a long way since the beginning of the school year and are making great strides to go further.
- watching improvements take place during this 1st year.
- The school seems to be improving in areas which have been concerns in the beginning of the year.
- The school needs to get better organized. I am hoping that for the first year was a learning experience for all.
- This school had a rough start, but did what was necessary to correct the direction and make progress. I expect great things from the boards, staff, faculty and parents of this establishment. It keeps improving.
- I believe in the years to come, as the staff matures and becomes more familiar with the curriculum, it will be a stronger school.

**Concerns about and suggestions for improving school facilities, after-school programs, and extracurricular and arts programs**

- School needs to be more organized - ex: no school lunch program/after school activities very unorganized.
- They can improve by providing hands-on science labs to all grade levels - they currently have none.
- There should be more grant \$\$\$ for charter schools starting of things such as science lab, arts program and computers.
- Complete the science lab, incorporate art as a special. Eliminate library as a class and instead allow students to visit before or after school. Offer band and other extra-curricular activities
- Would like to see other electives such as art class. Hopefully this will be accomplished in the 2003-2004 school year.
- Yes we admit the school has had some typical 1st year issues (failing to get a hot lunch food service provider contract in place for the start of year; some teachers have left and returned to public school teaching). But these issues happen everywhere.
- We have no lunch program, no computers.
- Playground unsafe for K-1 students.
- The spacious rooms are wonderful.
- I feel that hot lunches and art class are needed along with more sports activities.
- Lunch is a very necessary requirement for school. Its cost should be acceptable. There should be more computers made available to each student. Busses should try to pick students from in front of their homes or a little closer during bad or harsh weather.
- Need programs for computers and gifted.

- Recently I completed a survey for MOT Charter. One improvement that has to be made is the pickup/drop-off/parking situation. It is dangerous to the children. That is the only safety issue I can see.
- Academically, I would like to see more extra-curricular activities.
- I would like to see a competitive sports program along with playing fields (baseball, soccer, football) and arenas (basketball) to play them in. that would also mean we need to build a separate cafeteria.
- Science lab and computers not ready.
- The children need a lunch program, hot meals.
- School need more funding for state-of-the-art equipment in Tech (computers), music and art.
- They need to provide a hot lunch program which is affordable for "all" students. They are finally providing a service (beginning shortly) but the cost is \$2.0%0 per child per day! This is way over what the public middle school students - and even high school students pay (?!). If charter receives the same funding as public schools, then why can't they offer meal service at the same -or similar- price?
- They need to open a working cafeteria with affordable lunches.
- Computers are still not up and running - while this is being implemented have the children in small groups work on a few that are available. I think this is taking way too long (it's been 7 almost 8 months)

#### Concerns about and suggestions related to teachers and teaching

- 2-6th grade teachers have been a problem (Not very educated-children were not learning in those classrooms).
- The need for qualified teachers at all grade levels.
- New teachers need more guidance.
- Teachers have come and gone but none with very real training have been hired.
- 1st teacher was fired after 4 months-new teacher not much better;
- The teachers need to be more open to the specific needs of a child that is having a learning difficulty. Every student will not learn the same.
- I want to add that my "ratings" of the MOT Charter School would have been higher if my child had one of the other 1st grade teachers. I am very displeased with my child's teacher. However, she just resigned so hopefully next year I will have better ratings for the school.
- The children don't seem to understand the Spanish. The teacher just lets them talk and there is no learning environment.
- I also wondered if the teachers were willing to be of more assistance to child that needs extra help.
- My daughter's teacher does not communicate well and homework is often confusing.
- I feel too many "Just out of college" teachers were hired. My child rotates between 3 of these teachers. I thing the children would have been better served if there had been one "seasoned" teacher to help guide the other 2.
- Recruiting for teachers with more experience is needed. There were too many inexperienced teachers and not enough model teachers or mentors.
- The teachers are very poorly trained some of them do not know how to spell teach.
- I don't feel that I am able to communicate with the 5th grade teachers -my concerns are not addressed, I don't feel that my questions/comments are welcome.
- We would like to be informed a lot sooner when our child is starting to fail a subject. Our son received a F in math because of 8 missing assignments. We were not aware the problem was this severe until too late.
- Better communication on homework assignments.
- There are definitely too many NEW teachers. They need to be more knowledgeable on the state laws.
- the teachers are too inexperienced as far as how to interact with the students.
- MOT Charter School has had many challenges with the leadership (principal) and inexperienced, unqualified teachers.

- Teachers must always maintain control of their classrooms at all times.
- Have only had issues w/ young inexperienced teachers who didn't communicate w/us and that was only his math teacher- rest all excellent!

#### Positive comments related to administration and school operations

- The board members have done an excellent job getting through some tough issues.
- They are working through this.
- With this being the first year for this school I know they are working hard to have an Honor Roll and more advanced classes for the children that are more advanced in some areas. I'm very pleased with the school.
- Since arrival of Dr. Spinella noted improvement in all areas.
- We have a diabetic child. They have been very accommodating and understanding of his needs.
- new principal is doing much better-things are more hopeful than the first half of the year.
- More evaluation needs to be done. Since the new principal has come we have seen huge improvements in getting things done for the school.
- The good news is 2 terrible teachers were replaced and this never would have happened in public school.
- Administration appears open to parent's ideas.
- A # of issues have had to be resolved with administration, but all have ended on a positive note.
- I like the atmosphere, longer days and longer school year.
- Board is very attentive and I give them credit for making decisions that were best for the students and school!
- Dr. Spinelli has done a wonderful job since he started.
- I do think teachers and staff should have higher expectations for behavior and academics. This school at least is somewhat challenging, and will soon start a gifted program.
- K-1 need aides full time. 25 is too many for 1 teacher.
- Principal does a good job of keeping parents informed.
- I've heard of discipline problems in older grades, but seems like they dealt with by putting in a Dean of Students. MOT charter seems to respond to problems.
- This school had a rough start, but did what was necessary to correct the direction and make progress. I expect great things from the boards, staff, faculty and parents of this establishment. It keeps improving.
- I do however, appreciate stricter standards, discipline, and uniforms.

#### General and other concerns

- They didn't screen the students
- It isn't worth the longer day.
- There is always room for improvement. The education being better than regular public school is something we have not seen.
- They need to be on the same schedule as their district.
- He (my child) doesn't like the longer day and school year.
- Would like to see shortened # of school days +/- 180-185 is plenty!
- Shorten amount of days the children attend and make days shorter. The present day is far too long when transportation and after-school activities are taken into account.
- My son almost lost his motivation to succeed after 2 years of gaining his confidence.
- Charter school should have the same holidays as public school.
- The charter school doesn't compare to the elementary schools there.
- A failed experiment in my mind!!

- They should schedule less 1/2 days. This creates child care issues! For working parents.

**Comments about charter schools and regular public schools in general**

- As far as accountability to DOE and Feds I feel Charter schools should meet the same standards as public schools. However, I feel they will reach higher.
- I feel the state (DOE) often is reluctant to provide the same support and resources to the charter schools, as they do traditional public schools. Charter schools ARE public schools and deserve the same support as traditional public schools.
- Appoquinimink doesn't need a charter school - it needs a new middle school and high school.
- Not enough of them (charter schools) to provide the alternative.
- I have been very pleased with the MOT Charter School and hope that surveys like this help the charter school movement in the state (and nationwide, too) receive additional funding!
- Eliminate the double-standard the state has regarding charter schools (against them). Stop making it so difficult by having things so ambiguous regarding deadlines - charter law.
- The expectation (for charter) should be at least equal to student achievement than the public school with the hope of surpassing.
- We are very pleased with the Charter School and hope the Delaware Public Schools will model after the Charter.
- I believe Charter schools should have a higher learning expectation (i.e. by way of longer school days and longer year) also be accountable as public schools as well as the same state funding and special programs.
- I also feel that once a charter school establishes itself and provides quality education, the state should subsidy some of their construction costs.
- I appreciate the charter school. The public school system has a lot to be desired. Christian morals are not promoted in the public school system and should be, while still allowing for freedom of religion.

**Concerns about school-parent communication or parental involvement**

- Principal and Curriculum change occurred without parent knowledge and/or approval/opinion.
- They listen to your concerns but do what they were originally going to do anyway. Meetings that go no where seem to be the theme.
- Initial parent influence had too much bearing on course of school year.
- Parent-teacher-administration better communication.
- Recent major decisions made by the school board were/did not involve parental input and were not appreciated.
- This charter school need help the state should be able to oversee charter school not parents that do not receive a salary.
- Almost nothing in school is the same as it was when we first enrolled our children. Now run by a few rabid parents and political cabal of a board!
- Encourage parent participation in classroom and/or as tutors!

**Positive comments regarding academic programs (including special education and gifted programs)**

- We are extremely satisfied with the education our child is getting and we love all the parent involvement-we truly feel that we are partners in Zoe's education with MOT!
- The curriculum is more challenging than in the public schools.
- My daughter was on the honor roll last year in public school and is struggling to meet the curriculum of the charter school. The charter school has higher expectations - we re working together to "catch up".
- More is expected (academically).
- Homework is appropriate to age.
- My son loves going to school this year. He loves his teacher and the challenges the school has provided.

- We came from the Appoquinomink school district where everything revolved around get good marks on the DSTP. My child naturally is a strong student and didn't need extra reading, writing and math time. They decreased time spent on science and social studies and had no enrichment for the upper-end student. We left to come to MOT charter school where every child has an individual education plan and everyone is challenged--not just students who will do poorly on the DSTP.

**Positive comments related to school-parent communication or parental involvement**

- I am very involved in this charter school.
- I truly enjoy being a charter parent. I enjoy volunteering and doing what I can to help.
- Keep up the great work! Parents need to feel they have some say in their Children's education and the Charter school agrees.
- We are extremely satisfied with the education our child is getting and we love all the parent involvement--we truly feel that we are partners in our child's education with MOT!
- School is responsive to parents concerns.
- opportunities for parent involvement
- School has plenty of opportunity for volunteerism.

**Comments regarding student behavior and attitudes**

- My children are doing well and absolutely love going to school!
- Our son has enjoyed his first year of school and has learned a lot.
- and my children like to go to school now.
- My child dislikes the long school days and year.
- My children are very happy there.
- My son loves going to school this year. He loves his teacher and the challenges the school has provided. Last year he was bored and dreaded going so for me this year has been a huge improvement.
- Both my children seem happier about school and more interested in doing well, which was not the case last year.

**Positive comments about teachers**

- We are very happy with the school's progress and the faculty.
- Teachers are very caring individuals
- From what I can see, as a parent, the faculty at MOT Charter is doing a fantastic job...especially recovering from such a drastic change at the start of the school year.
- My son loves going to school this year. He loves his teacher and the challenges the school has provided.
- Have only had issues w/ young inexperienced teachers who didn't communicate w/us and that was only his math teacher- rest all excellent!

**PARENT SURVEY RESULTS**  
**2002-2003**

QUESTION	Number of Surveys Returned By Grade						No. of Surveys answering this question	% chose 1 or 2 on scale "agree"	% chose 3 on scale	% chose 4 or 5 on scale "disagree"
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6			
The school provides a safe learning environment for all its students.	55	42	53	55	45	50	42	89%	8%	3%
The school's facility provides adequate space, services, and positive atmosphere to encourage student learning.	55	42	53	55	45	50	42	75%	18%	7%
The academic expectations set forth for all students by the teachers and staff promote high standards.	54	42	53	55	45	50	42	78%	17%	5%
These academic expectations are communicated adequately.	55	42	53	54	45	50	42	60%	26%	14%
The behavioral expectations set forth for all students by the teachers and staff promote high standards.	55	42	53	55	45	49	42	79%	14%	7%
These behavioral expectations are communicated and acted upon adequately.	55	42	53	54	45	49	42	70%	18%	12%
My child(ren)'s teacher(s) provide me with adequate information on a regular basis to fully communicate the progress of my child(ren).	55	41	53	55	43	48	41	68%	15%	17%
My child(ren)'s teacher(s) assign a realistic level of homework.	55	42	53	55	44	50	42	73%	13%	14%
My child(ren)'s teacher(s) make appropriate accommodations for different learning styles.	54	39	50	53	43	47	40	58%	24%	18%
My child(ren) is(are) being offered adequate related arts subjects (music, physical education, foreign language).	55	42	53	55	45	49	40	72%	15%	13%
The school is meeting the needs of special education students and students with special needs.	23	24	34	32	26	30	26	36%	31%	33%

QUESTION	Number of Surveys Returned By Grade						No. of Surveys answering this question	% chose 1 or 2 on scale "agree"	% chose 3 on scale	% chose 4 or 5 on scale "disagree"
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6			
The school's Principal is accessible to me and my child(ren).	48	40	49	51	42	48	36	77%	17%	6%
The school's Principal is addressing main issues requiring immediate attention in its start-up year.	53	42	52	52	43	49	42	81%	15%	4%
The school's Principal is doing an effective job in instituting procedures and programs to realize long-range benefits for the school and its students.	53	42	51	54	43	47	41	80%	18%	2%
The level of communication provided from the Principal to me and my child(ren) is informative and timely.	54	40	52	55	45	49	42	82%	13%	5%
The Board of Trustees is doing an effective job in instituting appropriate policy and direction to maintain a positive learning institution for all its students.	52	41	52	47	41	46	40	66%	29%	5%
The Board of Trustees is adequately overseeing the financial viability of the school.	38	34	49	38	39	37	33	71%	26%	3%
The level of communication provided the MOT Charter community from the Board of Trustees is informative and timely.	50	39	50	47	43	45	39	50%	27%	23%

Overall Satisfaction = 89% (scale 1, 2 and 3)  
Overall Dissatisfaction = 11% (scale 4 and 5)

Number of Surveys Returned By Grade	Preferred No. of School Days			Preference for Uniforms			School Times		
	200	195	190	Logo shirts	Restricted colors	Current uniform (write-ins)	8:00-3:30	8:30-4:00	Other
Kindergarten	7	3	24	3	27	3	7	12	7:30-3:00 = 1
First	6	5	10	5	20	2	6	14	8:00-3:00 = 4
Second	7	5	10	4	17	1	9	6	8:15-3:45 = 2
Third	7	1	17	7	12	2	7	10	8:30-3:30 = 19
Fourth	3	3	5	0	14	1	9	5	8:30-3:00 = 11
Fifth	3	2	13	1	15	1	9	7	8:00-4:00 = 1
Sixth	3	4	20	6	12	1	10	6	
Surveys w/ multiple children	13	13	44	21	49	8	31	40	
<b>TOTALS</b>	<b>49</b>	<b>36</b>	<b>143</b>	<b>47</b>	<b>166</b>	<b>19</b>	<b>88</b>	<b>100</b>	



Additional Related Arts Subject	No.	Extra-Curricular Activities	No.	Other Comments	No.
Art	98	Band	41	Very happy with School Private school education f/ public school cost	35
Computer lab	46	Drama	31	Happy with school, despite rocky start	1
Accelerated reader	10	More athletics (hockey, gymnastics, karate, lacrosse, wrestling, football, baseball, track, cheerleading)	30	Board: Kudos to Board Thanks for survey Upset w/ Board decisions Upset about Barbara's dismissal Board communication needs to be improved Broken promises Needs more restrictive entrance into building	11
Gifted programs	12	Curriculum clubs (math, science, foreign language, etc.)	23	Administration: Kudos to Dr. Spinella Kudos to Delfin Kudos to Entire staff Changes in staff good Better discipline needed Concerned about student absentee policy Should e-mail newsletter Concerned about Spanish curriculum	3 1 3 2 2 2 4 42+
Health	8	Yearbook	7	Kudos to teachers: Bishop Curtis Davis Husted LaComb Lynch McKay Sweigart (particularly communications) Vail Watt 5 <sup>th</sup> grade team	1 2 1 4 1 2 1 2 3 1 2
Library	6	After-school tutoring	6	Brady - too much homework; lack of communication	2
Student of the Month	6	Newspaper	4	Cini - too much homework; lack of communication	9
Science Lab	5	Chess club	4	5 <sup>th</sup> grade team - communications need improvement 5 <sup>th</sup> grade team - too much homework 5 <sup>th</sup> grade team - problem w/ grading assignments 5 <sup>th</sup> grade - problem with Science curriculum	1 1 2 1
Home Ec	5	Book club	4	Teaching staff: Should have varied backgrounds within one grade Concerned about teacher attrition Individual student plans ? Better parent-teacher conference system	2 3 2 3

Additional Related Arts Subject	No.	Extra-Curricular Activities	No.	Other Comments	No.
French	3	Homework groups/Effective study habits	2	Hot lunches needed Lunch too expensive	18 1
Shop	2	Student government	2	More field trips needed	4
Reading/learning buddies	2	Community service	2	Bus stops unacceptable	6
Typing	2	Debate club	2	SPED an issue	3
Accelerated writer	1	Choir/chorus	2	Website too "gimicky"	2
Sign language	1	FFA / 4-H	1	Need speakers / assemblies	3
Mentoring	1	Scouts	1	PTO should take larger role	1
Media time	1	Summer reading	1	Not returning (2 <sup>nd</sup> grader)	1
Remedial reading	1	Special Olympics	1	Vacations should coincide w/ Appoquinimink	2
		Counseling f/ children of divorced parents	1	Don't start school year before Labor Day	1
		"Smart Kid" program	1	Too many books to carry home for students	1
		Concerts	1		

# MOT Charter School, Inc. Parent Survey Results

## School Year 2003-2004

Total MOT Charter Households.....463  
 Total MOT Charter Student Body.....594  
 Total Surveys Returned to MOT Charter.....137 (30% of families)

### Question 1 & 2

How many children do you have at MOT Charter and what grade?

Grade Level (2)	Total Students
K	28
1	29
2	32
3	29
4	31
5	23
6	22
7	14
<b>Grand Total</b>	<b>208</b>

### Question 3

Would you refer other families to MOT Charter?

Refer (3)	Total	
Y	128	93%
N	4	3%
N/A	5	4%
<b>Grand Total</b>	<b>137</b>	<b>100%</b>

### Question 4 & 5

Do you access MOT web site? How Often?

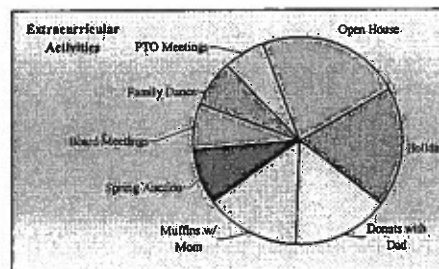
Website Usage (4,5)	Total	
Daily	10	7%
Weekly	40	29%
Monthly	68	50%
Other	6**	4%
None	13	9%
<b>Grand Total</b>	<b>137</b>	<b>100%</b>

\*\*These households are checking for snow (weather) delays

### Question 6

School Events Participation

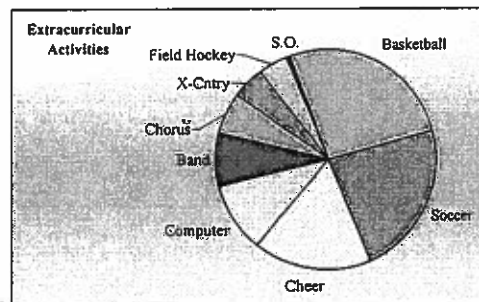
School Event (6)	Number of Families that Attended (of 137 Surveys)	Attendance Percentage (of 137 Surveys)
Open House	100	73%
Holiday Concert	85	62%
Donuts with Dad	68	50%
Muffins w/ Mom	65	47%
Spring Auction	39	28%
Board Meetings	33	24%
Family Dance	32	23%
PTO Meetings	29	21%



### Question 7

School Extracurricular

Extracurricular (7)	Number of Families Participating (of 137 Surveys)	Participant Percentage (of 137 Surveys)
Basketball	44	32%
Soccer	38	28%
Cheer	29	21%
Computer	17	12%
Band	13	9%
Chorus	10	7%
X-Cntry	8	6%
Field Hockey	7	5%
S.O.	1	1%



**MOT Charter School, Inc. Parent Survey Results**  
School Year 2003-2004

**Question 8**

Does your child ride the bus to MOT Charter?

Bused to School (8)	Total	Percentage Bused (of 137 Surveys)
Y	119	87%
N	18	13%
<b>Grand Total</b>	<b>137</b>	<b>100%</b>

**Question 9**

Does your child ride the bus to MOT Charter in AM, PM, or Both?

Which commute (9)	Total	Trip % (of 119* bused Students)
AM	3	3%
BOTH	111	93%
PM	5	4%
<b>Grand Total</b>	<b>119*</b>	<b>100%</b>

\*Total number of bused students

**Question 10**

Students average bus ride duration (one way)

Distance (Time)	# of Bused Students	% of Bused Students
10	4	4%
20	20	18%
30	43	38%
45	37	32%
60	9	8%
>60	1	1%
<b>Grand Total</b>	<b>114*</b>	<b>100%</b>

\*Represents the number of responses from the total number of bused students (119).

**Question 11 & 12**

Does student participate in after school program?

Were you satisfied with program?

	Families Using Cares (11)	Families Satisfied w/ Cares (12)
Y	10	10
N	127	N/A
<b>Total</b>	<b>137</b>	<b>10</b>

**Question 13**

How many days per week does your student buy lunch?

Bought Lunch (days per week)	Number of Families Participating (of 137 Surveys)	Participant Percentage (of 137 Surveys)
1	25	18%
2	27	20%
3	45	33%
4	11	8%
5	20	15%
Does Not Buy	9	7%
<b>Grand Total</b>	<b>137</b>	<b>100%</b>

**Question 14 & 15**

Are you satisfied with food quality and menu?

	Satisfied w/ Quality of Menu (14)		Support of 2.25 Lunch Fee (15)	
Y	101	81%	97	80%
N	21	17%	21	17%
N/A	3	2%	3	2%
<b>Grand Total</b>	<b>125*</b>	<b>100%</b>	<b>121*</b>	<b>100%</b>

\*Equals the number of responses given, out of the total number of surveys submitted (137).

**Question 16**

Do you participate in Parent Teacher Conferences?

	P-T Conference Participation (16)	% of P-T Conference Participation (16)
Y	87	86%
N	44	34%
<b>Grand Total</b>	<b>131*</b>	<b>100%</b>

**MOT Charter School, Inc. Parent Survey Results**  
School Year 2003-2004

**Questions 17 - 24**

Question	Topic	Agree (1-3)	Disagree (4-5)	Total Responses
17	Safe Learning Environment	134 99%	2 1%	136
18	Behavioral Expectations	123 91%	12 9%	135
19	School Supports High Academic Standards	131 96%	5 4%	136
20	School Supports Creative Approach to Education	126 94%	8 6%	134
21	Meeting Needs of Special Ed. Students	26 76%	8 24%	34
22	Accessible Administration	133 98%	3 2%	136
23	School Provides Sufficient & Timely Information	127 93%	9 7%	136
24	The Board Adequately Oversees School	124 91%	12 9%	136

**Survey Results Regarding Teachers**

Parents rated 28 teachers on 11 questions  
The average rating received by all teachers across 249 responses was 1.6 (on a scale of 1 to 5)  
22 Teachers spanning all grade levels received an average rating of 2 or better  
Teachers who received a rating of 2 or better were rated by an average of 10 parents  
15 teachers received an average rating of 1.5 or better  
Teachers who received a rating of 1.5 or better were rated by an average of 10 parents

## MOT Charter School Parent Survey Results

Calendar Year 2004-2005

Total Surveys Returned to MOT Charter....96

\*\*NR means parent failed to respond to question.

### Question 1 & 2

How many children do you have at MOT Charter and what grade?

Grade Level (2)	Total Students
K	23
1	19
2	18
3	22
4	16
5	20
6	16
7	8
8	7
<b>Grand Total</b>	<b>149*</b>

\*Represents the number of students in 96 households responding to the survey.

The average number of students per house = 1.6

### Question 3

Would you refer other families to MOT Charter?

Refer (3)	Total	
Y	85	89%
N	7	7%
NR**	4	4%
<b>Grand Total*</b>	<b>96</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Questions 4 & 5

Do you access MOT web site? How Often?

Website Usage (4,5)	Total	
Daily	7	7%
Weekly	15	16%
Bi-Weekly	6	6%
Monthly	27	28%
Bi-Monthly	9	9%
Other	21	22%
None - N/A	11	11%
<b>Grand Total*</b>	<b>96</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Question 6

School Events Participation:

School Event (6)	Number of Families that Attended (of 96* Surveys)	Attendance Percentage (of 96* Surveys)
Board Meetings	35	36%
PTO Meetings	19	20%
Spring Conferences	39	41%
Academic Night	56	57%
Muffins w/Moms	70	73%
Donuts w/Dads	58	60%
Family Dance	27	28%
Kids Craft Night	16	17%
Graduation	17	18%
Concert(s)	48	50%
Other	40	42%

\* Represents number of households that responded to the survey.

### Question 7

School Extracurricular Activities:

Extracurricular (7)	Number of Families Participating (of 96* Surveys)	Participant Percentage (of 96* Surveys)
Soccer	30	31%
Basketball	49	51%
Field Hockey	5	5%
Special Olympics	3	3%
Cheerleading	13	14%
Clubs	24	25%
Other	5	5%

\* Represents number of households that responded to the survey.

### Question 8

Does your child ride the bus to MOT Charter?

Bused to School (8)	Total	Percentage Bused (of 96* Surveys)
Y	78	81%
N	17	18%
NR**	1	1%
<b>Grand Total</b>	<b>96*</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Question 9

Are you satisfied with the current bus transportation

Satisfied (9)	Total	Trip % (of 78* Surveys)
Y	56	72%
N	21	27%
NR**	1	1%
<b>Grand Total</b>	<b>78*</b>	<b>100%</b>

\* Represents number of students that are bused daily that responded to the survey.

### Question 10

Students average bus ride duration (one way):

Time (minutes)	# of Bused Students	Students (78* surveys)
5	2	3%
10	2	3%
15	9	12%
20	16	21%
25	5	6%
30	9	12%
35	6	8%
40	10	13%
45	6	8%
50	3	4%
55	1	1%
60	6	8%
>60	2	3%
NR**	1	1%
<b>Grand Total</b>	<b>78*</b>	<b>100%</b>

\* Represents the number of responses from the total number of bused students.

### Questions 11 & 12

Are you satisfied with the AM drop-off and PM pick-up?

Satisfied	AM Drop-Off		PM Pick-Up	
Y	71	74%	57	59%
N	12	13%	22	23%
NR**	13	14%	17	18%
<b>Grand Total</b>	<b>96*</b>	<b>100%</b>	<b>96*</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Question 13

Does student participate in after school program?  
Were you satisfied with program?

	Families Using After School Care	Families Satisfied w/After School Care
Y	4	4
N	88	0
NR**	4	N/A
<b>Total</b>	<b>96*</b>	<b>4***</b>

\* Represents number of households that responded to the survey.

\*\*\* Represents number of households that use after school care.

### Question 14

How many days per week does your student buy lunch?

Bought Lunch (days per week)	Number of Families Participating (of 96* Surveys)	Participant Percentage (of 96* Surveys)
1	22	23%
2	21	22%
3	29	30%
4	5	5%
5	9	9%
N/A - does not buy	10	10%
<b>Grand Total</b>	<b>96*</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Questions 15 & 16

Are you satisfied with food quality and menu?

	Satisfied w/ Quality of Menu		Support of Price Increase	
Y	64	67%	17	18%
N	23	24%	69	72%
NR**	2	2%	5	5%
NA	7	7%	5	5%
<b>Grand Total*</b>	<b>96*</b>	<b>100%</b>	<b>96*</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Question 17

How many hours has your family volunteered this year?

	Volunteer Hours	%
0	11	11%
1-20	34	35%
21-40	15	16%
41-60	3	3%
61-80	2	2%
81-100	6	6%
>100	1	1%
Other	1	1%
NR**	23	24%
<b>Grand Total</b>	<b>96*</b>	<b>100%</b>

\* Represents number of households that responded to the survey.

### Question 18

In what areas have you volunteered?

Volunteer Activities	Number of Families Volunteering (of 96* Surveys)	Participant Percentage (of 96* Surveys)
Classroom	57	59%
Cafeteria	22	23%
Rockets	17	18%
Office	1	1%
PTO	16	17%
Tutoring	2	2%
Library	14	15%



Maintenance	8	8%
Other	46	48%

\* Represents number of households that responded to the survey.

#### Question 19

Do you attend PTO meetings?

Do you attend Board meetings?

	PTO Meetings	Board Meetings
Y	19	32
N	76	63
NR**	1	1
Grand Total	96*	96*

\* Represents number of households that responded to the survey.

#### Question 20

How many Field Trips did your children attend?

Total # of Trips attended/household	# of Households that had Students Participating in Field Trips	%
1-2	9	9%
3-4	60	63%
5-6	15	16%
7-8	7	7%
9-10	3	3%
NR**	2	2%
Grand Total	96*	100%

\* Represents number of households that responded to the survey.

#### Question 21

How many Field Trips did you chaperone?

Trips attended by chaperones/household	# of Households that chaperoned trips	%
0	17	18%
1-2	47	49%
3-4	22	23%
5-6	7	7%
7-8	2	2%
NR**	1	1%
Grand Total	96*	100%

\* Represents number of households that responded to the survey.

#### Question 22

Were field trips educationally relevant & well organized?

	Educationally Relevant	Well Organized
Y	90	76
N	4	19
NR**	2	1
Grand Total	96*	96*

\* Represents number of households that responded to the survey.

#### Questions 23-27

How satisfied are you with the following teachers?

	Very Satisfied	
	SATISFIED	NOT SATISFIED
Gym	72	18
	75%	19%
Music	79	10
	82%	10%
Art	68	20
	71%	21%
Spanish	65	24
	68%	25%
Library	76	13
	79%	14%

**Questions 28-40**

Identify your level of agreement/disagreement with the following:

	Agree	DISAGREE
Safe Learning Environment (28)	90	4
	96%	4%
Behavioral Expectations (29)	78	17
	82%	18%
School Supports High Academic Standards (30)	85	7
	92%	8%
School Supports Creative Approach to Education (31)	89	6
	94%	6%
Meeting Needs of Special Ed. Students (32)	44	7
	86%	14%
Meeting Needs of Special Needs Students (33)	44	5
	90%	10%
Accessible Administration (34)	88	5
	95%	5%
Front Office Staff are Friendly & Helpful (35)	93	2
	98%	2%
School Provides Sufficient & Timely Info. (36)	81	14
	85%	15%
The Board Adequately Oversees School (37)	76	14
	84%	16%
Building is Well-maintained & Clean (38)	86	9
	91%	9%
Playground is Safe & Well-maintained (39)	87	6
	94%	6%
Grounds are Well-maintained & Clean (40)	90	5
	95%	5%

# ATTACHMENT K



**MOT CHARTER SCHOOL  
2005 – 2006  
SCHOOL CALENDAR**



**August 2005**

August 16-19 (Tuesday-Friday)  
August 18 (Thursday)  
August 19 (Friday)  
August 22 (Monday)

Teacher In-Service  
Back to School Picnic 5:00 – 7:00  
Kindergarten Bus Practice  
Student First Day of School

**September 2005**

September 5 (Monday)  
September 30 (Friday)

Labor Day – School Closed  
Progress Reports 1<sup>st</sup> Trimester

**October 2005**

October 7 (Friday)  
October 17-18 (Monday-Tuesday)  
October 20-21 (Thursday-Friday)

Statewide In-Service Day – School Closed  
DSTP State Test 4-6 Science  
DSTP State Test 4-6 Social Studies

**November 2005 FRIDAY**

November 11 (Thursday)  
November 14 (Monday)  
November 21-22 (Monday - Tuesday)  
November 23 (Wednesday)  
November 24-25 (Thursday-Friday)

Veteran's Day-No School  
1<sup>st</sup> Trimester Ends  
Evening Parent Conferences (report cards)  
Parent Conferences – No School  
Thanksgiving Break - No School

**December 2005**

December 23-30 (Friday-Friday)

Winter Break-No School

**January 2006**

January 2 (Monday)  
January 3 (Tuesday)  
January 13 (Friday)  
January 16 (Monday)

Staff Development – No School  
School Reopens  
Progress Reports 2<sup>nd</sup> Trimester  
Martin Luther King Day - No School

**February 2006**

February 20 (Monday)

President's Day - No School

**March 2006**

March 9 (Thursday)  
March 10 (Friday)  
March 16 (Thursday)  
March 20-24 (Monday-Friday)  
March 17 (Friday)  
March 25 (Friday)

2<sup>nd</sup> Trimester Ends  
Staff Development – No School  
DSTP State Test 3-8 – Writing  
DSTP State Test 2-8 – Reading & Math  
2<sup>nd</sup> Trimester Report Cards Sent Home  
Student ½ Day – Parent Conferences

**April 2006**

April 14-21 (Friday-Friday)  
April 27 (Thursday)

Spring Vacation – No School  
Progress Reports 3<sup>rd</sup> Trimester

**May 2006**

May 17 (Wednesday)  
May 18 (Thursday)  
May 29 (Monday)

DSTP State Test Grade 8 – Science  
DSTP State Test Grade 8 - Social Studies  
Memorial Day - No School

**June 2006**

June 16 (Friday)  
June 23 (Friday)

Last Student Day  
Last Teacher Day

# ATTACHMENT L

**Staff Roster  
2005-06**

<b>Grade</b>	<b>FTE Count</b>	<b>Teacher</b>
1	1	Drew Woodley, Monique
1	1	Gibson, Scott
1	1	LaComb, Michelle L
2	1	Corbin, Kymmberly L
2	1	Dill, Denise S
2	1	Irons, Patricia E
3	1	Bachman, Janine
3	1	Eisenhardt, Jennifer L
3	1	Gallagher, Christina
4	1	Stephens, Janet
4	1	Sharp, Christopher
4	1	Stagg, Dorinda Y
5	1	Rispoli, Christopher
5	1	Bailey, Susan
5	1	Sweigart, Stefanie R
6	1	Beach, Christine
6	1	Price, Pamela
6	1	Vail, Jennifer T
7	1	Whitaker, Don
7	1	DiEmidio, Anthony
7	1	Prickett, Linda Barrish
8	1	Andreavich, Pamela
8	1	Angelus, Terry
8	1	McGroerty, Alycia
k	1	Husted, Stacie Ann
k	1	Lord, Nicole
k	1	Sears, Tiffany
s	1	Burton, Rose
s	1	Christiano, Derrick
s	1	Duome, Jessica
s	1	Herterich, Monica
sp	1	Bishop, Laurie Branner
sp	1	Low, Christine
sp	1	Hahn, April
sp	1	Heidt, Laura Lee
<b>TOTAL TEACHERS</b>	<b>35</b>	
Aide	1	Benedict, Christine
Aide	1	Branner, Nancy
Aide	1	Fanning, Denise
Aide	1	Howe, Carrie
Aide	1	Paulson, Anita
Aide	1	DelPercio, Nichol
Aide	1	Benedict, Michele
Aide	1	Moore, Patrica O
<b>TOTAL AIDES</b>	<b>8</b>	
Head of School	1	Jennings, Linda
Dean of Lower School	1	Gemmato, Margaret
Dean of Middle School	1	Elston, Elaine
Business Manager	1	Hewett, Meryl
Nurse	1	Twitchell, Beth
Student Conduct	1	Brooker, David
IST Coordinator	1	Doyle, Donna
Maintenance Technician	1	Brown, Al
Cafeteria Manager	0	Karr, Karen
Executive Assistant	1	Greene, Ellen
Executive Assistant	1	Hopkins, Stephanie
<b>TOTAL ADMIN</b>	<b>10</b>	
<b>TOTAL EMPLOYEES</b>	<b>53</b>	

**Staff Roster  
2004-05**

Grade	FTE Count	Teacher
1	1	Drew Woodley, Monique
1	1	Gibson, Scott
1	1	LaComb, Michelle L
2	1	Corbin, Kymmberly L
2	1	Dill, Denise S
2	1	Irons, Patricia E
3	1	Bachman, Janine
3	1	Eisenhardt, Jennifer L
3	1	Gallagher, Christina
4	1	Stephens, Janet
4	1	Sharp, Christopher
4	1	Stagg, Dorinda Y
5	1	Rispoli, Christopher
5	1	Schuster, Megan
5	1	Sweigart, Stefanie R
6	1	Beach, Christine
6	1	Price, Pamela
6	1	Vail, Jennifer T
7	1	Bradosky, Jessica
7	1	DiEmidio, Anthony
7	1	Prickett, Linda Barrish
8	1	Andreavich, Pamela
8	1	Bramwell, Greg
8	1	McGroerty, Alycia
k	1	Husted, Stacie Ann
k	1	Lord, Nicole
k	1	Sears, Tiffany
s	1	Burton, Rose
s	1	Christiano, Derrick
s	1	Graae, Jessica
s	1	Schoen, Angela
sp	1	Bishop, Laurie Branner
sp	1	Everett, William
sp	1	Hahn, April
sp	1	Heidt, Laura Lee
<b>TOTAL TEACHERS</b>	<b>35</b>	
Aide	1	Benedict, Christine
Aide	1	Branner, Nancy
Aide	1	Fanning, Denise
Aide	1	Howe, Carrie
Aide	1	Paulson, Anita
Aide	1	Moore, Patricia O
<b>TOTAL AIDES</b>	<b>6</b>	
Head of School	1	Clark, Martha
Dean of Lower School	1	Gemmato, Margaret
Business Manager	1	Hewett, Meryl
Nurse	1	Twitchell, Beth
Student Conduct	1	Brooker, David
IST Coordinator	1	Doyle, Donna
Maintenance Technician	1	Brackin, Jay
Cafeteria Manager	1	Whitehead, Jennifer
Student Services	1	Delfin, Ed
Executive Assistant	1	Minakowski, Heather
Executive Assistant	1	Greene, Ellen
Executive Assistant	1	Hopkins, Stephanie
<b>TOTAL ADMIN</b>	<b>12</b>	
<b>TOTAL EMPLOYEES</b>	<b>53</b>	

**Staff Roster  
2003-04**

Grade	FTE Count	Teacher
1	1	Drew Woodley, Monique
1	1	Koehler, Anne
1	1	LaComb, Michelle L
2	1	Corbin, Kymmberly L
2	1	Dill, Denise S
2	1	Irons, Patricia E
3	1	Sharp, Christopher
3	1	Curtis, Patty
3	1	Gallagher, Christina
4	1	Stephens, Janet
4	1	Doyle, Donna
4	1	Stagg, Dorinda Y
5	1	Cini, Dennis
5	1	Lynch, Irene
5	1	Sweigart, Stefanie R
6,7	1	Bozarth, Tracy
6,7	1	Giansanti, Mark
6,7	1	Vail, Jennifer T
6,7	1	Prickett, Linda Barrish
6,7	1	Andreavich, Pamela
6,7	1	Whittaker, Don
k	1	Husted, Stacie Ann
k	1	Bishop, Laurie
k	1	O'Brien, Karen
s	0	Marquis, Therese
s	1	Lubitz, Jennifer
s	1	Williams, Sharon
s	1	Urquijo, Margarita
sp	1	Everett, William
sp	1	Hahn, April
sp	1	Marsh, Ray
<b>TOTAL TEACHERS</b>	<b>30</b>	
Aide	1	Scott, Susan
Aide	0	Ains, Lisa
Aide	1	Benedict, Christine
Aide	1	Branner, Nancy
Aide	1	Fanning, Denise
Aide	1	Howe, Carrie
Aide	1	Paulson, Anita
Aide	0	Watt, Heather
<b>TOTAL AIDES</b>	<b>6</b>	
Head of School	1	Clark, Martha
Dean of Lower School	1	Gemmato, Margaret
Business Manager	1	Hewett, Meryl
Nurse	1	Twitchell, Beth
Student Conduct	1	Brooker, David
IST Coordinator	1	Doyle, Donna
Maintenance Technician	1	Brackin, Jay
Cafeteria Manager	1	Whitehead, Jennifer
Student Services	1	Delfin, Ed
Executive Assistant	1	Minakowski, Heather
Executive Assistant	1	Greene, Ellen
Executive Assistant	1	Hopkins, Stephanie
<b>TOTAL ADMIN</b>	<b>12</b>	
<b>TOTAL EMPLOYEES</b>	<b>48</b>	



**Staff Roster  
2002-03**

<b>Grade</b>	<b>FTE Count</b>	<b>Teacher</b>
1	1	Drew Woodley, Monique
1	1	Koehler, Anne
1	1	LaComb, Michelle L
2	1	Corbin, Kymmberly L
2	1	Lynch, Irene
2	1	Irons, Patricia E
3	1	Brady, Angie
3	1	Curtis, Patty
3	1	Sweigart, Stefanie R
4	1	Stephens, Janet
4	1	Doyle, Donna
4	1	Stagg, Dorinda Y
5	1	Czetli, Laura
5	1	Davis, Billy
5	1	Dill, Denise
6,7	1	Cini, Dennis
6,7	1	Watt, Heather
6,7	1	Vail, Jennifer T
k	1	Husted, Stacie Ann
k	1	Bishop, Laurie
k	1	O'Brien, Karen
PE	1	Kennedy, Ally
Music	1	Williams, Sharon
Spanish	1	Urquijo, Margarita
sp	1	Barbetta, Sue
sp	1	Bilyou, Lori
<b>TOTAL TEACHERS</b>	<b>26</b>	
Aide	1	Scott, Susan
Aide	1	Hetterly, Nancy
Aide	1	Benedict, Christine
Aide	1	Branner, Nancy
Aide	1	Fanning, Denise
Aide	1	Howe, Carrie
Aide	1	Peisino, Rene
Aide	1	Kaczmarczyk, Crystal
Aide	1	Sarathi, Santi
<b>TOTAL AIDES</b>	<b>9</b>	
Head of School	1	Spinella, Dennis
Curriculum Coordinator	1	Gemmato, Margaret
Business Manager	1	Camponelli, Michelle
Nurse	1	Thomassen, Shari
Student Services	1	Delfin, Ed
Executive Assistant	1	Austin, Tonya
Executive Assistant	0	Greene, Ellen
Executive Assistant	0	Hewett, Meryl
<b>TOTAL ADMIN</b>	<b>6</b>	
<b>TOTAL EMPLOYEES</b>	<b>41</b>	

# ATTACHMENT M

MOT Charter School  
Highly Qualified Teacher Status

Teacher	Certificates	HQ Survey
Andreavich, Pamela	Elementary Teacher 1-8;Middle Level Teacher 5-8 (Except 7&8 Science/Math)	HQ
Bachman, Janine	Elementary K-6	HQ
Beach, Christine	Elementary K-6;Middle Level Teacher 5-8 (Except 7&8 Science/Math);Teacher Of Early Childhood/Primary K-4	HQ
Burton, Rose	Teacher Of Art - Comprehensive K-12	HQ
Corbin,Kymmberly L	Elementary K-6;Teacher Of Early Childhood/Primary K-4	HQ
Dill,Denise S	MIDDLE LEVEL TEACHER 5-8 (EXCEPT 7&8 SCIENCE/MATH)	HQ
Eisenhardt,Jennifer L	Elementary K-6;Middle Level Teacher 6-8	HQ
Gallagher, Christina	Elementary K-6;Middle Level Teacher 5-8 (Except 7&8 Science/Math);Teacher Of Early Childhood/Primary K-4	HQ
Gibson, Scott	Elementary K-6;Teacher Of Early Childhood/Primary K-4	HQ
Hahn, April	Science/Math);Teacher Of Early Childhood/Primary K-4;Teacher Of Exceptional Children - LD, SED, MH (Elementary 1-8)	HQ
Heidt, Laura Lee	Teacher Of Exceptional Children - LD, SED And MH (Secondary 7-12);Teacher Of Exceptional Children - LD, SED, MH (Elementary 1-8)	HQ
Husted,Stacie Ann	Elementary K-6;Elementary Teacher 1-8;Teacher Of Early Childhood/Primary K-4	HQ
Irons,Patricia E	Elementary K-6;TEACHER OF EARLY CHILDHOOD/PRIMARY K-4	HQ
LaComb,Michelle L	Elementary K-6;TEACHER OF EARLY CHILDHOOD/PRIMARY K-4	HQ
Lord,Nicole	Elementary K-6;Middle Level Teacher 6-8	HQ
McGroerty,Alycia	Elementary K-6;Middle Level Teacher 6-8	HQ
Price,Pamela	Elementary Teacher 1-8;Teacher Of Students With Mental Handicaps	HQ
Rispoli, Christopher	Elementary K-6	HQ
Sears, Tiffany	Elementary K-6	HQ
Sharp, Christopher	Elementary K-6;Teacher Of Early Childhood/Primary K-4	HQ
Stagg,Dorinda Y	Elementary 1-8	HQ
Sweigart,Stefanie R	Elementary K-6;Teacher Of Early Childhood/Primary K-4	HQ
Vail,Jennifer T	Middle Level Teacher 5-8 (Except 7&8 Science/Math)	HQ
Angelus,Terry		New
Bailey, Susan	Elementary K-6	New
Duome, Jessica	Music Comprehensive - K-12	New
Herterich,Monica		New
Low, Christine	Teacher Of Exceptional Children - LD, SED, MH (1-12)	New
Whitaker, Don	Middle Level Teacher 5-8 (Except 7&8 Science/Math)	New
Bishop,Laurie Branner	EARLY CARE AND EDUCATION (0-K);Elementary K-6;Teacher Of Early Childhood/Primary K-4	New Position
DiEmidio,Anthony	Elementary Teacher 1-8;Teacher Of Middle Level Mathematics	New Position
Benedict, Christine	Title 1 Aide Special Ed	Not Applicable
Benedict, Michele	Title 1 Aide Reg Ed	Not Applicable
Branner, Nancy	Title 1 Aide Reg Ed	Not Applicable
Christiano, Derrick	Teacher Of Health Education;Teacher Of Physical Education Comprehensive K-12	Not Applicable
DelPercio,Nichol	Title 1 Aide Reg Ed	Not Applicable
Fanning, Denise	Title 1 Aide Reg Ed	Not Applicable
Howe, Carrie	Title 1 Aide Special Ed	Not Applicable
Moore, Patrica O	Title 1 Library Media Aide	Not Applicable
Paulson, Anita	Title 1 Aide Special Ed	Not Applicable
Prickett,Linda Barrish	Emergency ARTC Business Ed	Not Applicable
Drew Woodley, Monique		Not HQ

# ATTACHMENT N

**Debt Schedule:**

MOT Charter School

Agency	Type of Loan	Loan Date	Maturity Date	Rate	Fxd/Var	Loan Amount	Balance as of 6/30/2005	Balance as of 6/30/2006	Balance as of 6/30/2007
USDA	Building Loan #1	3/20/2002	3/20/2032	4.75%	Variable	3,000,000.00	2,938,233.99	2,882,580.67	2,824,225.49
WSFS	Building Loan #2	3/20/2002**	1/21/2023	5.25%	Variable	3,000,000.00	2,786,999.09	2,706,473.85	2,615,856.86
WSFS	Equipment Loan	12/6/2002	12/6/2006	5.25%	Variable	284,156.00	\$0.00	\$0.00	\$0.00
Middletown Greenways, LLC Land		1/1/2001	7/1/2006	-	-	60,000.00	30,000.00	15,000.00	0.00
WSFS	Operating Loan	4/6/2004	4/6/2009	5.25%	Variable	270,000.00	213,863.01	162,966.80	108,666.65
Total						6,614,156.00	5,969,096.09	5,767,021.33	5,548,749.00

An analysis of Debt service requirements to maturity on the above debt obligations.

Year Ending June 30,	Principal	Interest
2008	215,536	314,847
2009	218,964	300,366
2010	178,694	288,395
2011	189,823	277,265
2012	200,935	266,153
2013	214,226	252,863
2014-2018	1,289,809	1,045,633
2019-2023	1,650,942	584,369
2024-2028	721,858	248,342
2029-2032	663,185	61,946
Totals	5,543,973	3,640,178

\*\* The loan is broken up into 2 phases, the construction phase began on 3/20/02, and the permanent phase began on 1/21/03

# ATTACHMENT O

Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

### **Section III: General Employment Practices**

#### **Equal Employment Opportunity**

MOT is an equal employment opportunity employer. Employment decisions are based on merit and school needs, not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, political affiliation, or any other factor protected by law. MOT complies with the law regarding reasonable accommodation for handicapped and disabled employees. MOT's Board of Directors has issued the following policy stating MOT's views on this matter:

*It is the policy of MOT to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). MOT will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. MOT will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on MOT.*

Employees who have complaints or concerns about any type of discrimination against themselves or others are required to immediately report this conduct in writing to the Head of School. Every effort will be made to keep such reports as confidential as possible although it is understood that an investigation will normally require the involvement of third parties.

MOT will not permit any retaliatory conduct against an employee who comes forward with a genuine complaint or concern about discrimination or who assists in the investigation process nor will any such employee be discharged, disciplined, or in any way adversely affected in his/her terms or conditions of employment.

Any employees involved in discriminatory practices will be subject to termination.

#### **At-Will Employment**

Your employment with MOT is at-will. This means that neither you nor MOT has entered into a contract regarding the duration of your employment. You are free to terminate your employment at any time. Likewise, MOT Charter School has the right to discipline, transfer, or demote you at any time, with or without reason, at the discretion of the MOT Board of Trustees.

No employee of MOT can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from Chairman of the Board of Trustees.

**How You Were Selected**

We are confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to MOT Charter School as well as yourself and we look forward to having you join us. We carefully select our employees through written applications, personal interviews and reference checks. After all available information was considered and evaluated; you were selected to become a member of our team!

**Employee Background Check**

All employees must comply with state requirements such as, but not limited to, fingerprinting, certification, Child Abuse Index, Criminal Record Statement, tuberculin tests, and physician's reports. Employees are also required to provide transcripts to verify units earned or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to Personnel. Any cost of obtaining the above information is the responsibility of the employee.

**Introductory Period**

Your first ninety (90) days of employment at MOT Charter School are considered an Introductory Period, and after this period you will be eligible for benefits described in the Employee Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your supervisors, peers, parents, students, as well as to become familiar with the tasks involved in your position. Your supervisor will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a "getting acquainted" time for both you, as an employee, and MOT Charter School, as an employer. During the Introductory Period, the Head of School and/or Dean will complete a formal evaluation of your performance and at the same time, you have an opportunity to evaluate MOT Charter School. Please understand, however, that completion of the Introductory Period does not guarantee continued employment, as employment is always at-will.

A former employee who has been rehired after a separation from MOT of more than one (1) year is considered an introductory employee during their first thirty (30) days following rehire. The formal evaluation of your performance will be within the first ninety (90) days of employment.

**Relatives**

MOT recognizes that it may employ members of the same family. However, one family member may not directly or indirectly supervise another or process, review, or audit the work of another without written approval from the Chairman of the Board. Furthermore, confidential information may never be shared among family members employed by MOT Charter School. Confidential information includes, without limitation, student information, parent/family information, other employee information, curriculum development, and any other business affairs of MOT Charter School not generally known to the public.

**Required Employee Information**

Below is a list of information that is required of employees at MOT Charter School. Beginning the day that the employee signs their contract with MOT Charter School, the employee is given



two (2) weeks to have all of the required information submitted to personnel. After the two week period, any employee that does not have ALL required information submitted to the school, will be placed on unpaid administrative leave until the time that the information is submitted.

**Required Information:**

Employee Contact Form

Background Check (receipt)

PPD Test Results

Pension Form

Computer Use Statement (if applicable)

Resume or Completed Application

Child Protection Form

W4 Form

Direct Deposit Form

I9 Documents

**Alcohol, Drugs, and Controlled Substances**

The sale, use, possession, transfer or possession of controlled substances, drugs or alcohol when on duty at MOT Charter School is prohibited and may lead to immediate termination. Also, being "under the influence" of alcohol, drugs, or controlled substances when on duty is prohibited and may lead to immediate termination.

**Smoke & Tobacco Free Policy**

The use of any tobacco product within property and/or grounds of MOT Charter School is prohibited. MOT Charter School has a strong interest in the health of our employees and of their serving as positive role models for students. Any violation of this policy by staff members will be referred to the Head of School. First time violators will be issued a written warning which will be placed in the employees personnel file. Further violations will result in disciplinary action up to and including dismissal.

**Harassment Policy**

MOT Charter School intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort – verbal, physical, and visual – will not be tolerated.

**What is Harassment?**

Workplace harassment can take many forms. It may be, but is not limited to, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position.

**Responsibility/Reporting**

All MOT employees have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the

incident or being told of it, must report it to their immediate supervisor or the Head of School. In no way will any such employee be discharged, disciplined, or in any way adversely affected in his/her terms of conditions of employment after reporting an incident of harassment. When the school administration becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. MOT will not permit any retaliatory conduct against an employee who comes forward with a genuine complaint or concern about sexual harassment or who assists in the investigation process.

## **Section IV: Employee Benefits**

MOT Charter School is committed to sponsoring a comprehensive benefits program for all eligible employees. We believe that a good benefits program is a solid investment in our employees. MOT Charter School's Board of Trustees reserves the right to modify, add or delete the benefits it offers.

### **Eligibility for Benefits**

If you are classified as a full-time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverage's are available to you and your dependents as defined in the benefit summary plan descriptions.

If you are a part-time employee, you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s). Temporary employees are not eligible for benefits.

### **Insurance Coverage**

#### **Medical Benefits**

All regular full-time and part-time employees are eligible for medical, prescription, vision and dental insurance. Initial medical benefits forms must be completed within one week of receipt of the enrollment forms. It is your responsibility to complete and return them to the Personnel office, located outside the conference room.

#### **Full-time employees**

Employees of MOT Charter School will be eligible for State of Delaware Benefits. Details of the benefits package can be found in the open enrollment booklet provided by the State Personnel Office.

### **Government Required Coverage**

#### **Workers' Compensation**

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness, which is directly related to performing your assigned job duties. MOT pays for this job-injury insurance. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to the Head of School prior to beginning work and must bring a doctor's clearance for returning to work.

#### **Retirement Plan**

All employees of MOT are required to participate in the Delaware State Employees Pension program (DSEP). Enrollment is done at the time of hiring and information will be sent to each employee by DSEP. MOT will be responsible for enrolling each employee.

## **Leaves**

Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies.

### **Paid Leaves**

In the interest of maintaining a healthy balance between work and home, MOT offers eligible regular full-time employees and part-time employees on a pro-rated basis, paid time off. Time off is paid using your base hourly rate, excluding overtime compensation, if any.

### **Sick Days**

Teachers and other full time 10-month school employees shall be allowed 10 days of sick leave per year with full pay, accrued at the rate of one day per month. 12-month school employees shall be allowed 12 days of sick leave per year with full pay, accrued at the rate of one day per month. Any unused days of sick leave shall be accumulated to the employee's credit without limit.

In the case of the observance of recognized religious holidays, an employee may be absent without loss of pay on no more than 3 calendar days per year. The days so lost are to be counted in the sick leave of the employee.

An employee may be absent without loss of pay on no more than 3 calendar days per year for personal reasons. Such absences shall be included in the sick leave of the employee. Such absences must be approved by the Head of School. Personal days that are not used will be carried over as sick leave into the next year. In addition, full-time twelve (12) month employees are permitted 15 paid vacation days during the year or in the summer as requested and approved by the Head of School.

Employees who resign or are terminated for any reason during their employment will not receive payment for earned unused time off benefits. Time off benefits will not accrue while an employee is on leave of absence, unless otherwise required by law.

Employees should give as much advance notice as reasonably possible, when requesting a sick day. When an employee is off from work as a result of the use of sick leave, he/she may be required to provide a statement from their health care practitioner. MOT will require employees using sick leave of three (3) or more consecutive days to provide the Head of School with the note from a health care practitioner authorizing the employee's return to work. Unused sick leave benefits are not payable upon resignation or termination from MOT. Sick leave benefits will not accrue while an employee is on unpaid leave of absence.

### **Funeral (Bereavement) Leave**

Up to five (5) working days may be charged to sick leave upon request to make arrangements for and attend funeral services of the employee's immediate relative (i.e. spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of the

employee's spouse). Up to one (1) working day may be charged to sick leave upon request to make arrangements for and attend funeral services of an employee's near relative.

### **Jury Duty**

The first day requested to serve on a Jury will be a paid day off, not be counted against an employee's sick leave. Additional days required to serve will be without pay unless state law requires otherwise. Employees should notify the Head of School immediately if they receive notice to report for jury duty. Proof of serving on jury duty will be required.

### **Unpaid Leaves**

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with MOT. It is the policy of MOT to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

Time off for any reason during a working day will count first against your allotted sick days or personal days, as appropriate, in half day or full day increments. Once you have used all of your accrued sick, the time may be counted against your accrued paid time off. Thereafter, unless specifically expected, any time off will be without pay.

Failure to return to work as scheduled from an approved leave of absence or to inform the Head of School of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to the Head of School. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

### **Family / Medical Leave of Absence**

MOT will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status or veteran status. Eligible employees will receive up to twelve (12) weeks of unpaid, job-protected leave for the following family and medical reasons pursuant to the Family / Medical Leave Act:

1. The birth of an employee's child and to care for the newborn child;
2. The placement and care for a newly-adopted or recently placed foster child;
3. To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or
4. An employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her job.

This Family / Medical Leave of Absence Policy shall be administered in accordance with applicable state and federal laws as follows:

1. Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1250 hours (an average of twenty-five [25] hours per week) during those twelve (12) months. This twelve (12) month period "rolls back" from the date of leave to the prior twelve month period.
2. Employees may request one (1) or more family or medical leaves. However, the total amount of leave taken cannot exceed twelve (12) weeks in any twelve (12) month period. This twelve (12) month period is calculated backwards from the date an employee uses any family and medical leave.
3. You may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition which warrants such a request.
4. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return date.
5. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward.
6. A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
7. A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving 1) inpatient care in a hospital, nursing home, or hospice; or 2) outpatient care requiring continuing treatment or supervision from a health care professional.
8. Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.
9. A Family Care Leave that relates to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.
10. Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one, unless you are notified that you are a key employee by MOT.
11. While on leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave during any one (1) year period. If your leave extends beyond twelve (12) weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. If an employee fails to return to work after expiration of the leave, the employee may be required to reimburse the Company for health insurance premiums paid during the leave.
12. Other accumulated fringe benefits such as retirement, service credits, sick pay, vacation pay, and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during any such leave period.

13. If additional family care or medical leave is required you must, prior to expiration of the family care or medical leave, submit additional certification to MOT.
14. Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on particular circumstances present at that time, including but not limited to your current and anticipated work responsibilities, performance, and school needs. MOT reserves the right to refuse such a request at its sole discretion.
15. At the time that the Leave of Absence begins, any accrued sick leave will be used first, personal leave will be used next and unpaid leave will begin when the sick and personal leave days have been used.

### **Disability Leave of Absence**

MOT may grant an unpaid leave of absence for illness or disability. To request a disability leave of absence from your Head of School, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

At the time the disability leave begins, any accrued personal leave or sick leave will be used. Vacation time previously accrued (but not used) at that time will also be paid if the employee so desires. These benefits do not continue to accrue during a leave of more than thirty (30) days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to MOT's usual hiring policies.

Employees who develop an illness or physical condition which requires medical treatment or restrictions and precautions will be required to submit a physician's statement. This statement must give approval that continued full-time employment in his/her present position would not jeopardize his/her health or the safety of others, in the event he/she continues to work. A similar statement is required upon return from a disability leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law.

### **Military Reserves or National Guard Leave of Absence**

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish, however, they are obliged to do so. You are expected to notify the Head of School as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

## **Section V: Employment Classifications**

### **Employment Classifications**

At the time you are hired, you are classified as full-time, part-time or temporary. In addition, you are classified as either non-exempt or exempt. All other policies described in this Employee Manual and communicated by MOT apply to all employees, with the exception of certain wage, salary and time off limitations applying to "non-exempt" employees. If you are unsure of which job classification your position fits into, please ask the Head of School.

#### **Full-Time Employees**

#### **12 Month**

An employee who has successfully completed their introductory period (see the Introductory Period Policy for a specific definition) and who works at least 35 hours per week and is employed for a 12 month schedule is considered a full-time employee.

#### **Full-Time Employees**

#### **10-Month Certified Staff**

A state certified employee who has successfully completed their introductory period (see the Introductory Period Policy for a specific definition) and who works at least 35 hours per week and is employed for the school year and works the duration of the adopted school year schedule.

#### **Full-Time Employees**

#### **Non-Certified Staff**

An employee who has successfully completed their introductory period (see the Introductory Period Policy for a specific definition) and who works at least 35 hours per week and is employed for the school year and works the duration of the adopted school year schedule.

#### **Part-Time Employees**

#### **12 Months**

An employee who works less than 35 (the minimum number of hours specified to be classified as a full-time employee) hours per week is considered a part-time employee.

#### **Part-Time Employees**

#### **10-Month Staff**

An employee who works less than 35 hours per week and works the duration of the adopted school year schedule is considered a part-time employee.

#### **Temporary Employees**

From time to time, MOT may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees, interns and seasonal employees are considered temporary employees.

A temporary employee does not become a regular by virtue of being employed longer than the agreed upon specified period.



Temporary employees are not eligible for benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the section titled "Non-Exempt and Exempt Employees" below) who work more than forty (40) hours during any workweek will receive overtime pay.

### **Non-Exempt and Exempt Employees**

At the time you are hired, you will be classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain, types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are referred to as "non-exempt" in this Employee Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are Administrators, teachers, teacher assistants, administrative assistants, professional staff, technical staff, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

## **Section VI: Payroll Policies**

### **Compensation Philosophy**

It is MOT Charter School's Board of Trustees desire to pay all regular employees' wages and salaries that are competitive with surrounding schools/districts and in a way that will be motivational, fair and equitable. Compensation may vary with individual and school performance and in compliance with all applicable statutory requirements.

### **Pay Period**

Pay periods have been established by the State of Delaware.

Any arrangement to have your paycheck picked up by someone other than yourself will have to be made in advance, with your prior written authorization and Head of School's approval. MOT will not cash paychecks.

### **Direct Deposit**

The automatic deposit of paychecks is mandatory for all state employees. Direct Deposit Authorization forms are available from Personnel.

### **Mandatory Deductions**

MOT is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes, Delaware State Teacher's Retirement and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from Personnel immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever MOT is ordered to make such deductions.

#### **Payroll Advance**

It is the policy of MOT not to grant wage or salary advances to any employee.

#### **Error in Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell the Head of School immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

#### **Overtime Pay**

If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half ( 1 1/2) times your regular hourly wage for approved hours worked over forty (40) hours in one (1) week. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty-(40) hour workweek.

All overtime must be approved in advance by the Head of School.

#### **Compensatory Time Off**

MOT does not offer compensatory time off, ("comp time"), to any MOT employee in lieu of overtime pay for overtime hours worked.

#### **Time Sheets**

By law, we are obligated to keep accurate records of the time worked by employees. This is done by time sheets / clock cards / other written documentation.

You are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. In the event of an error in recording your time, please report the matter to the Head of School immediately.

### **Section VII: Performance and Compensation Reviews**

#### **Performance Reviews**

Because we want you to grow and succeed in your job, MOT conducts a formal review at least two times per year for each employee. The Head of School will formally review new instructional employees at least four times per year. The first formal observation will take place

near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Your review provides a golden opportunity for collaborative, two-way communication between you and the Head of School. This is a good time to discuss your interests and future goals. Our Head of School is interested in helping you to progress and grow in order to achieve personal as well as school goals. The performance review gives the Head of School an opportunity to suggest ways for you to make your job at MOT Charter School more fulfilling.

### **Compensation Reviews**

Salary reviews are made once annually on or about June 15 of each year. Increases will be based on, but not limited to job performance, unexcused absences and tardiness, continued training and education, leadership abilities, positive attitude, and willingness to accept additional responsibilities (Please see copy of Performance Appraisal in the Index of this Handbook)

### **Promotion and Transfer Policy**

MOT has a policy of providing our employees with every opportunity for advancing to other positions within the school. To qualify for a promotion or transfer, you must have held your current position for a minimum of six (6) months. Approval of promotions or transfers depends largely upon training, experience, and work record. It is our policy to advise all employees about advancement opportunities. Please submit your request for consideration for a specific position directly to the Head of School.

# ATTACHMENT P

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AN  
MOTCH-1

DATE (MM/DD/YYYY)  
04/12/05

## PRODUCER

Brown & Brown Metro, Inc.  
67 Walnut Avenue  
Clark NJ 07066  
Tel: 732-574-9888 Fax: 732-815-0188

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

MOT Charter School  
Mosaica Education, Inc.  
1156 Levels Road  
Middletown, DE 19709

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co  
INSURER B: Hartford Casualty Ins Co.  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	13UUNUI7350	03/18/05	03/18/06	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> ELL - \$2,000,000	13UUNUI7350	03/18/05	03/18/06	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	13UUNUI7350	03/18/05	03/18/06	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	13RHUUI7302	03/18/05	03/18/06	AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
A	Real & Personal	13UUNUI7350	03/18/05	03/18/06	Building \$7,446,900
A	Property Section				Ded. \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

EVIDENCE OF INSURANCE COVERAGE.

## CERTIFICATE HOLDER

## CANCELLATION

EVIDE00

EVIDENCE OF INSURANCE COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# ATTACHMENT Q



**2005-2006**

**Family Handbook**

**&**

**Code of Conduct**

**MOT Charter School**  
**1156 Levels Road**  
**Middletown, De 19709**  
**302-376-5125**  
**www.motcharter.com**

## **SCHOOL OVERVIEW**

### **Mission**

MOT Charter School is committed to providing a challenging curriculum in a safe and nurturing environment where all children learn and flourish. Parental inclusion in each child's education is the foundation of our school and our approach to education is collaborative between parents, teachers, and students. We believe that a strong school community provides each child with a sense of belonging and enables every child to reach his academic and creative potential, while developing responsible social values. By focusing on the individual child, we encourage each child to understand and enjoy the process of learning.

**School Colors**           Crimson and Gold.  
**School Mascot**       MOT Mustangs

### **Instructional Day**

The instructional day begins at 8:30 a.m. and ends at 3:30 p.m.

### **Administrative Office Hours**

The front office hours from August 16 – June 16 are from 7:45 a.m. – 4:15 p.m.. Administrative offices will be closed during Thanksgiving Break and on Federal Holidays. Summer office hours are 8:30 a.m. – 2:30 p.m. Monday through Thursday.

### **Before and After Care**

Before Care and After Care services are available through Bethesda Child Development. For more information and current fees, please inquire in the front office.

### **Lost and Found**

Lost clothing, books, and school supplies will be placed in the Lost and Found box located in the office. The contents of the Lost and Found box are periodically donated to charity.

### **School Personnel**

#### **Head of School**

Teacher of the Lower School (K-5)

Teacher of the Middle School (6-8)

Mrs. Linda J. Jennings, Esquire  
Mrs. Miggs Gemmato  
Mrs. Elaine Elston



Business Manager  
Executive Assistant  
Finance Administrative Assistant  
Receptionist  
Kindergarten Teacher  
Kindergarten Teacher  
Kindergarten Teacher  
Kindergarten Teacher Assistant  
Kindergarten Teacher Assistant  
Kindergarten Teacher Assistant  
Reading Specialist  
1<sup>st</sup> Grade Teacher  
1<sup>st</sup> Grade Teacher  
1<sup>st</sup> Grade Teacher  
1<sup>st</sup> Grade Teacher Assistant  
2<sup>nd</sup> Grade Teacher  
2<sup>nd</sup> Grade Teacher  
2<sup>nd</sup> Grade Teacher  
3<sup>rd</sup> Grade Teacher  
3<sup>rd</sup> Grade Teacher  
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5<sup>th</sup> Grade Teacher  
5<sup>th</sup> Grade Teacher  
6<sup>th</sup> Grade Teacher  
6<sup>th</sup> Grade Teacher  
6<sup>th</sup> Grade Teacher  
7<sup>th</sup> and 8<sup>th</sup> Grade Math  
7<sup>th</sup> and 8<sup>th</sup> Grade Social Studies  
7<sup>th</sup> and 8<sup>th</sup> Grade Science  
7<sup>th</sup> Grade Language Arts  
8<sup>th</sup> Grade Language Arts  
Middle School Business Education  
Special Education Teacher  
Special Education Teacher  
Special Education Teacher  
Special Education Teacher Assistant  
Special Education Teacher Assistant  
Special Education Teacher Assistant  
Instructional Support Team Facilitator  
Librarian  
Music  
Art

Mrs. Meryl Hewett  
Mrs. Ellen Greene  
Mrs. Stephanie Hopkins  
Mrs. Heather Minakowski  
Mrs. Nicole McLellan  
Ms. Stacie Husted  
Mrs. Tiffany Sears  
Ms. Denise Fanning  
Mrs. Nancy Branner  
Mrs. Michele Benedict  
Mrs. Laurie Bishop  
Mrs. Michelle LaComb  
Mr. Scott Gibson  
Mrs. Monique Woodley  
Mrs. Nichol DelPercio  
Mrs. Kymm Corbin  
Ms. Denise Dill  
Ms. Patricia Irons  
Ms. Christina Gallagher  
Ms. Jennifer Eisenhardt  
Ms. Janine Bachman  
Mr. Chris Sharp  
Mrs. Dorinda Stagg  
Mrs. Janet Stephens  
Mrs. Susan Bailey  
Ms. Stefanie Swiegart  
Mr. Chris Rispoli  
Mrs. Jennifer Vail  
Mrs. Pam Price  
Mrs. Christine Beach  
Mr. Don Whitaker  
Ms. Alycia McGroerty  
Mrs. Terry Angelus  
Mr. Anthony DiEmidio  
Ms. Pam Andreavich  
Mrs. Linda Prickett  
Ms. April Hahn  
Mrs. Christine Low  
Ms. Laura Heidt  
Mrs. Chris Bennett  
Mrs. Carrie Howe  
Mrs. Anita Paulson  
Mrs. Donna Doyle  
Mrs. Trish Moore  
Ms. Jessica Duome  
Ms. Rose Burton

Physical Education and Health  
Character Education and Extracurricular Activities  
Counselor/Psychologist  
School Nurse  
Facilities Director  
Cafeteria Manager  
Cafeteria  
Cafeteria  
Cafeteria

Mr. Derrick Christiano  
Mr. David Brooker  
Mrs. Cara Feeney  
Mrs. Beth Twitchell  
Mr. Al Brown  
Mrs. Karen Karr  
Mrs. Tonya Austin  
Mrs. Cindi Brackin  
Mrs. Debbie Mitchell

## **ADMISSIONS**

The enrollment period for prospective students is from December 1<sup>st</sup> – January 31<sup>st</sup>. Any child who is qualified for admission to a Delaware public school is qualified for admission to MOT Charter School. Sibling preference will be honored if there is an enrollment opening in the particular grade. If the grade is full, the sibling will be put on the waiting list for that grade.

The first day of classes for students in the 2005-2006 school year is Monday, August 22<sup>nd</sup>. Any student who is enrolled but who fails to attend school on August 22<sup>nd</sup> and August 23<sup>rd</sup> without written notification from the parents will forfeit their enrollment and the opening will immediately be filled from the waiting list.

MOT Charter School admits students of any race, color, national or ethnic origin. It does not discriminate on the basis of race, color, national or ethnic origin in the execution of its educational policies or other school-administered programs.

## **ATTENDANCE**

Parents of MOT Charter School students are expected to support the school's mission by ensuring that their children arrive at school on time, remain in school for a full day, and minimize the number of days the student is absent from school.

### **Tardiness**

Instruction at MOT Charter begins promptly at 8:30 a.m. and it is critical that all students are prepared to begin at that time. Therefore, we ask that you ensure you student arrive at school no later than 8:25 a.m. A student who is late misses valuable instructional time, creates a disturbance to the classroom, and demonstrates an unacceptable lack of respect for the School.

Any student arriving at school after 8:25 a.m. is tardy and must report to the front office before proceeding to the classroom. Parents must sign the late student in at the front office, and the student will be issued a tardy slip to present to the teacher. A student who is chronically tardy will be referred to the appropriate Dean or the Head of School. Four unexcused tardies will result in a full day unexcused absence.

### **Absences**

Parents are expected to contact the School by telephone or email by 9:30 a.m. whenever a student is going to miss one or more classes. Upon returning to school, the student must present a written note of

explanation from the student's parent to the teacher in order for the absence to be excused. This note must be presented within two days of the student's return. Only the following will be accepted as reasons for an excused absence:

1. Illness of student. Any absence of three or more consecutive days due to illness requires a certificate from a health care professional to return to school.
2. Scheduled medical or health appointments
3. Funeral/death of family member
4. Observance of religious holidays
5. Appearance in court or with a court official
6. Emergency conditions, such as inclement weather
7. Absences pre-approved by the Dean and Head of School in order to participate in other educational experiences
8. Emergency situations as determined by the Head of School

Following an excused absence, the student shall be permitted to make up all work missed, to take tests which were missed, and to turn in any assignments which became due during the absence. The time allowed for making up work shall be the number of days or class meetings missed as a result of the absence. A teacher may allow additional time in extraordinary situations.

A student shall receive a failing grade for all homework assignments that were due and missed during an unexcused absence. A student must take any tests missed during an unexcused absence the day the student returns to school, or such other time as determined by the teacher. Failure to take the test at the determined time will result in a failing grade on that test. It is up to the student and the parent to request information regarding missed tests or assignments.

At the student's 5<sup>th</sup> absence, the School will send written notification to the parents. At the student's 15<sup>th</sup> absence, the appropriate Dean will request a conference with the student and the student's parents. At the 20<sup>th</sup> absence (excused or unexcused), the Head of School will meet with the student and parents and may take any one or more of the following actions:

1. Provide credit for the work completed.
2. Require summer school.
3. Dismissal

Parents are reminded that the State of Delaware imposes mandatory school attendance requirements for all public school students. When a student accumulates 30 unexcused absences, the School must refer it for prosecution and subsequent intervention by the Department of Services for Children, Youth and their Families.

### Early Dismissal

Students requesting an early dismissal must provide a letter signed by their parent/guardian stating the time and reason for the early dismissal. This letter must be presented to the front office by 9:00 a.m..

Early pickup of students must be completed by 3:00 p.m. Parents must come into the office, sign their student out and wait in the office while the child is called from his/her classroom. Please do not go directly to the classroom to pick up your child.

## **BIRTHDAYS AND OTHER CELEBRATIONS**

On the day of a student's birthday or other celebration authorized by the student's teacher, the student may bring cupcakes or other small treats to share with classmates at a time designated by the teacher. Due to food allergies, foods containing peanut, peanut products, tree nuts or tree nut products should not be brought to school to share with other students. Non-food alternatives such as pencils, erasers, stamps or stickers are great alternatives to food. Invitations to birthday parties for children must be extended outside the school day.

## **BUS TRANSPORTATION**

MOT Charter School utilizes a private contractor for student transportation. The contractor meets all of the standards and requirements of the transportation contractors established by Delaware laws and regulations. Transportation is provided to students in grades K-8 who reside within the Appoquinimink School District. MOT Charter School's Student Conduct standards will be enforced while students are on the bus. In addition, students are expected to observe the following **Bus Regulations**

- Wait for the bus to come to a complete stop before entering or leaving the bus.
- No hands, arms, feet, or head out of the bus window.
- No eating or drinking on the bus.
- Abusive language is not tolerated on the bus
- No pushing, shoving, fighting or other aggressive behavior.
- Students must talk in a quiet and polite manner, refraining from loud talking or shouting that might distract the driver's attention.
- No student is permitted to get off the bus at any stop other than his/her own.
- The bus driver's directions shall be followed at all times! Any situation that needs attention should be reported to the bus driver at once.

### **Student's Personal Items on the School Bus**

Students are not permitted to bring any live animals, firearms (or facsimile of), explosives, or anything of a dangerous or objectionable nature on the bus at any time. Gym bags, band instruments or any school project shall not be placed in aisles or areas near the bus entrance or emergency door. Items of this nature must not be allowed on the bus unless they can be held on the student's lap without endangering the safety of other students. Students who must take big, heavy objects to school should arrange for private transportation.

## **DRESS CODE**

MOT Charter School requires the following dress during the school day and all school functions unless a teacher requests alternative dress for physical education or other special activities.

**TOPS:** Every student must wear a collared shirt or a turtleneck in one of the following SOLID colors: RED, WHITE, GOLD/YELLOW, or NAVY. No writing, pin-stripes or stripes of any kind are allowed. Button down collared shirts must be buttoned up to (but not including) the top collar button.

Undergarments: Undershirts or garments of any sort should not be visible under the uniform shirt with the following two exceptions:

1. Students may wear a long sleeved shirt, with no collar, under a uniform short sleeve shirt, but only if both shirts are the same color.
2. Students may wear a PLAIN white short sleeved undershirt with no writing on it under a uniform shirt. However, all buttons on the collared shirt must be buttoned with the exception of the top collar button.

Outer garments: Sweaters, sweater vests, sweatshirts, (zipped, v-neck, hooded, crew neck) may be worn over uniform shirts, but only if they have long sleeves and are solid dress colors. The color of the outer garment does not have to match the uniform shirt, but must be a uniform color and may not have any writing on it.

**JACKETS:** Students may wear any type of jacket to and from school. No jackets other than the outer garments described above, may be worn during the school day.

**BOTTOMS:** Students may wear hemmed solid khaki-colored pants, shorts, skirt, or skorts. Shorts, skirts, and skorts must come to AT LEAST the student's middle fingertip when the arms are held straight down at the student's side.

In addition to the above, MIDDLE SCHOOL STUDENTS ONLY may wear solid navy blue pants, shorts, skirts, or skorts. Shorts, skirts, and skorts must come to AT LEAST the student's middle fingertip when the arms are held straight down at the student's side.

**SHOES:** Tennis shoes are preferred. However any closed-toe shoe is permissible. Students may not wear sandals. Tennis shoes **MUST** be worn when the children have physical education.

**When a student comes to school in violation of the dress code, the student will receive one warning with a note home. At the second violation, the student will be sent to the office and the parent will be called. Please see Student Code of Conduct for information on consequences.**

### **FIELD TRIPS**

Field trips may be planned throughout the year for various academic enrichment purposes. Parents will receive advance notice of all field trips. A permission slip must be signed by a student's parent or guardian in order for the student to participate in a field trip. Students without signed permission slips will remain at the School in another class. Money collected for field trips is non-refundable.

Parents are generally asked to serve as chaperones on class field trips. No parent should feel obligated to serve in this capacity, but are encouraged to volunteer if possible. The primary responsibility of a chaperone is to ensure appropriate supervision for students. Chaperones must take this responsibility seriously and are asked to remain vigilant and attentive to students' needs throughout the trip. Children who are not enrolled in the class may not accompany chaperones.

### **FOOD AND DRINK**

Unless otherwise authorized, in the cafeteria or in the outside seating area, during lunch, is the only place and time where students may consume food or drink. Food and drink may be permitted in classrooms for special occasions if prior approval has been granted by the administration. Gum chewing is not permitted in school.

## HEALTH AND SAFETY

### Nurse

MOT Charter School has a full-time nurse on staff. Our school nurse is responsible for monitoring student health records, administering medication, and monitoring student health during the school day.

### Medications

Only essential prescribed medicines will be given at school. The parent/guardian will assume full responsibility for any medication brought into school. Our school nurse will administer all medications. **All medications must be physically brought into the nurse's office by the parent/caregiver.** Medication should NEVER be sent to school with a child!

#### Procedures for the Administration of Medications:

- A. Oral Medications: A physician's or dentist's written order must accompany each medication along with a signed MOT Charter School Parent/guardian permission form for medications. These forms are available in the nurse's office. They must be completed at the time that the medication is brought to school by the parent/caregiver. Please be aware that HIPPA law prohibits these forms from being faxed.
- B. Prescriptions must be packaged according to current pharmacy standards and in properly labeled **original** pharmacy containers. This will serve as the written order. The student's name **must** appear on the pharmacy label.
- C. It is the parents' responsibility to keep their child's regular medications refilled. The school may send a reminder as a courtesy.
- D. Over-the-counter medications must be in the manufacturer's original container and be labeled by the parent/caregiver with the child's name. A separate signed written order must be completed in the nurse's office at the time that the medication is brought to school by the parent/caregiver. The label must specify the exact dosage for the age of the student. Any variation in the label dose must be accompanied by a physician's note.
- E. All medications will be kept in a locked cabinet.
- F. Medication not in compliance with the above policy cannot be given and must be picked up by the parent/caregiver.

### Illnesses

MOT Charter School does not have the facilities to care for children who are not well. Parents should develop a plan that will enable the child to be picked up from school soon after a notification of illness or accident. **Parents are expected to pick their child up within a half-hour of the notification of an accident or illness.** It is imperative that parents provide accurate information on the emergency forms to enable us to reach you or the designated emergency contact immediately. **Emergency contacts should be within driving distance from school.**

Please do not send your child to school if the following symptoms are evident:

Undiagnosed rash

Diarrhea

Strep throat (before 24 hours of treatment)

Vomiting

Temperature over 100° F

Children must be fever free for 24 hours before returning to school.

### Infectious Disease

Parents must notify the school when a child is absent with any of contagious illnesses listed below. A physician's note must be brought in with the child upon return to the school:

Diphtheria	Mumps	Giardiasis	Measles
German Measles	Rubella	Hepatitis A	Pneumonia
Tuberculosis	Hemophilus Influenza	Pertussis (whooping cough)	Shigellosis
Salmonellosis	Bacterial (spinal) Meningitis		
Impetigo	Scabies	Strep Throat	

### Lice Policy

Any child found to have Lice or nits, will be sent immediately to the nurse's office. Once confirmed, the nurse will call for a parent/caregiver to immediately pick up the child so that the lice/nits do not spread. Upon return to school, parents **must** bring the student to the nurse's office for evaluation before going to class. Students will be allowed back into class only when they are nit free.

### Immunization Requirement

All kindergarten students and other students entering MOT Charter School for the first time must have documentation of the following:

- a. Four doses diphtheria/tetanus vaccine (usually given as DPT), one dose to be given on or after the fourth birthday.
- b. Lead level test (kindergarten only)
- c. Three doses of polio vaccine (if the 3<sup>rd</sup> dose is not after the 4<sup>th</sup> birthday, a fourth dose is needed).
- d. Two properly spaced doses of measles-containing vaccine, usually given as measles/mumps/rubella (MMR) (second dose must have been given after the 4<sup>th</sup> birthday)
- e. Varivax vaccination or proof of chicken pox (kindergarten students only)
- f. Three properly spaced doses of hepatitis B vaccine
- g. TB screening – done within the past 12 month of beginning at MOT Charter School or questionnaire from physician

These regulations conform to the childhood immunization recommendations made by the Advisory Committee on Immunization Practices, the American Academy of Pediatrics, and the American Academy of Family Physicians.

**Parents must show proof of immunizations at the time of school enrollment, even if the child has attended another school in Delaware.** Dates from home health records or verification of immunization by a physician's signed statement are acceptable.

Students entering from other countries or other states may provisionally attend school if evidence is provided that the child has received at least one dose of each vaccine, and a plan is provided to complete the remaining doses within eight months of entrance to school. If requirements are not met, the student(s) may not return to school until such time that all requirements are met.

Information regarding any medical or religious exception to the law must be submitted, in writing, to the school nurse prior to admission. However, **NO exceptions** can be made for the TB screening and lead testing requirements

### Physical Examinations

Physical examinations are required for students in kindergarten, sixth grade, and all new students transferring into MOT Charter School.

### Emergency Forms

**This form must be returned to the school by your child's first day of class.** This form complies with the Public Health Regulations and is used to contact you in case of an emergency. Be sure to notify the front office if any information on this form changes during the school year.

### HOMEWORK

Your child will regularly be given homework assignments. Homework is assigned to students for the purpose of reviewing and practicing concepts taught during the school day, preparing for the introduction of concepts for the next day, and to extend the learning process. Please actively engage in assisting your child complete his/her homework assignments. The role of parents in homework (including research and projects) should be supportive and referential. First through eighth grade students will be provided with a yearly planner. Students will record each homework assignment in the yearly planner.

The following are suggestions regarding how you can help your student gain the most from his or her homework experience.

Provide your child with a quiet place to work, such as a table or desk.

Decide with your student when homework will be done, where it will be done, and the consequences for it not being timely completed.

Show an interest in your child's homework. See that your child brings home assignments clearly written down in his or her agenda book.

Encourage your child to work independently. Assist by offering helpful explanations and by seeing that homework is neat and complete.

Provide an abundance of positive encouragement.

Please do not hesitate to contact your student's teacher if you have any questions about homework.

### LUNCH

Hot lunches are provided for students each day. The cost for a student lunch is \$2.25. Students may also purchase milk for \$.35. School lunches are provided on a pre-ordered, pre-paid basis. Applications of free/reduced lunch are available from the cafeteria manager.



## **PARENTAL INVOLVEMENT AND COMMUNICATION**

### **Volunteering**

MOT Charter School parents are encouraged to participate in all school-related activities, especially those pertaining to curriculum and instruction, such as tutoring, reading, or sharing other professional expertise. Volunteers may also be involved in monitoring the playground, assisting with school events, participating in the PTO, or serving as a School Steward. Because parent involvement is integral to the success of MOT Charter School, we request that each family serve at least **10 volunteer** hours each academic year. Family hours will be tracked by the front office. Parents interested in volunteering in a classroom should contact the classroom teacher. Volunteers must follow all policies and procedures defined by the School. If activity occurs that is not in keeping with School policies or distracts from the educational environment, the Head of School may relieve the volunteer of his or her responsibilities. Student confidentiality is very important. Therefore, volunteers will not have access to confidential student information, including student assessments. A volunteer sign in/sign out sheet is located in the front office. Having an accurate record of your volunteer time allows us to demonstrate appropriate gratitude to you; it is also information we include in grant applications and other school reports.

### **Parent Teacher Organization (PTO)**

Our MOT Charter School Parent Teacher Organization supports student learning and promotes family participation in school activities and community events. The PTO's activities include faculty appreciation, community events, and fundraising. This parent organization holds open meetings throughout the school year. All families are encouraged to attend. For more information, check out the PTO link on our website or look for updates on the PTO Bulletin Board in the main lobby of the school.

### **Communicating with Students during Instructional Hours**

Unless urgent, messages from a student's parents to the student will be distributed at lunch or at the end of the day. Messages received after 3:00 p.m. will not be delivered due to the heavy demands in the office during that time.

Students shall not receive telephone calls during the day. Students may request permission from his/her teacher to place a telephone call to a parent (homework, lunch, note from parent, dress code). The Dean of the Lower School or Dean of the Middle School will determine whether a call may be made by a student or by school personnel. If a teacher grants the student permission to place a call to his or her parent during the day, the student shall be excused to the front office. The front office personnel will place the call to the parent for the student. Only phone calls that are of essential nature will be allowed.

### **Home-School Communications**

We believe that it is essential to maintain timely, accurate and clear communication between home and school. During the year, we use a variety of avenues to assure that you are informed about classroom activities and general school information.

**Student Planners.** First through Eighth grade students will be given a yearly planner. This planner will be used to record nightly homework. There is also space for teacher and parent comments. Please be sure to check your student's planner every day.

**Friday Folder.** Each Friday, students will bring home a Work/Communication Folder that will contain work that has been returned from the teacher as well as communication from the school.

**Newsletter.** You will receive a periodic school newsletter including a note from the Head of School, PTO information, and updates from the classrooms. In addition, each classroom teacher will provide bi-weekly communication through a classroom newsletter or update.

**Parent Conferences.** Formal parent-teacher conferences are scheduled twice each year to facilitate open communication between parents and teachers regarding students' progress. Parents will receive their student's first trimester report card at the first scheduled conference.

**Classroom Observations.** MOT Charter School is an open school and you are encouraged to visit your child's classroom to see your child in action. However, unannounced classroom visits can be disruptive. Therefore, classroom visits require prior notice to the teacher and appropriate Dean.

**Informal Conferences or Meetings.** Informal conferences may be scheduled at any time with teachers or school leaders.

**Website.** Please visit our website at [www.motcharter.com](http://www.motcharter.com) to access this information electronically.

## **PLAYGROUND RULES AND GUIDELINES**

**Children are not permitted to be on the playground without adult supervision.** In addition, all visitors to our playground should observe the following rules:

1. Pushing, shoving, and pulling on clothes are prohibited.
2. Tackle football is prohibited.
3. Cartwheels are allowed in the grassy areas only.
4. Food and beverages are not permitted on the playground, including gum and candy.
5. Hanging on the basketball goals is prohibited.
6. Students may not leave the playground without teacher's permission
7. Students may not climb on top of the playground equipment, including the horizontal bars and the climbing wall.
8. Students must slide upright and feet first.
9. Throwing wood chips is prohibited.
10. Students must line up immediately at the request of the adult supervisor.
11. Students may use the slide and horizontal bars one student at a time.
12. Students must sit while in the swings and swing straight.
13. Jumping out of the swings is prohibited.
14. Students may not climb on the crossbars of the swing.
15. Only one student may use a swing at a time.

Failure to observe these rules may result in loss of playground privileges and/or other disciplinary action.

### **PROMOTION TO THE NEXT GRADE**

In order to advance to the next grade level, students in Grades 2 through 8 must successfully pass 4 of 5 core subjects with a grade of 60 (D-) or better. Two of the four subjects passed must be math and reading. Core subjects include math, writing (including spelling and grammar), reading, science and social studies. These standards are independent of any applicable standards imposed by the State of Delaware.

### **RECESS**

All students will have an opportunity to go outside each day. Outdoor activities will be held every day absent inclement weather conditions. Students should come to school appropriately dressed for the weather, i.e. coat, hat, gloves, boots, etc. If students wear outdoor boots to school due to muddy or snowy weather, they should bring "street shoes" to wear during the instructional day.

### **REPORT CARDS**

Students will receive a report card each trimester. Report cards will be given to parents on the following dates:

<b>Progress/Report Card</b>	<b>Date Issued</b>
1st Progress Report	Friday, September 30, 2005
1st Trimester Report Card	Monday, Tuesday or Wednesday November 21- 23 (given out during parent conferences)
2nd Progress Report	Friday, January 13, 2006
2nd Trimester Report Card	Friday, March 17, 2006
3rd Progress Report	Thursday, April 27, 2006
3rd Trimester Report Card	Mailed home in June

### **Academic Grading Scale**

#### **Kindergarten through Grade 2**

1 = (B) Beginning

2 = (D) Developing

3 = (P) Proficient

4 = (A) Above Grade Level

## Grades 3 through Grade 8

**Grading Scale**

<b>A+</b>	97-100	<b>A</b>	93-96	<b>A-</b>	90-92
<b>B+</b>	87-89	<b>B</b>	83-86	<b>B-</b>	80-82
<b>C+</b>	77-79	<b>C</b>	73-76	<b>C-</b>	70-72
<b>D+</b>	67-69	<b>D</b>	63-66	<b>D-</b>	60-62
<b>F</b>	50-59			<b>I</b>	Incomplete

### Effort Grading Scale

Along with an academic grade for each subject, students in Grade 3 through Grade 8 will earn an effort grade for each subject.

5= Exemplary

4= Above Average

3= Average

2= Below Average

1= Well Below Average

### Recognition for Outstanding Achievement

Each trimester, students will be recognized for outstanding achievement in academics and effort.

#### **Academic (Grade 3-Grade 8)**

*Principal's List*

All A's on the report card

*Academic Honor Roll*

A's and B's on the report card

#### **Effort (Grade 2-Grade 8)**

*Outstanding Effort Honor Roll*

Only 4's and 5's on the report card

### Recognition for Good Behavior

Students who consistently exhibit good behavior will receive positive recognition on a monthly as well as on a trimester basis.

## **SCHOOL CLOSINGS**

School closings will be posted on our website at [www.motcharter.com](http://www.motcharter.com) and announced on the following radio stations: **WSTW 93.7 FM, WILM 1450 AM, WJBR 99.5 FM, and WDEL 1150 AM** School closing announcements will be also be made on the following TV stations: **NBC, ABC, and CBS** We make every attempt to get closing information to radio and TV stations by 6:15a.m.. Late openings, cancellation of the before school program, early closing, or cancellation of the after school program will also be announced. There will be no Before Care services on delayed opening days. We do attempt to follow the direction of the Appoquinimink School District in making these decisions.

## **SCHOOL VISITORS**

All visitors must sign in and out of the MOT front office and wear a "Visitor" nametag while in the building. Although teachers welcome parent visitors, parent visitors must schedule visits with the teacher and/or the school Dean prior to visiting the classroom. If at all possible, visits should be planned at least one day in advance. All volunteer activities must be coordinated through a school program coordinator or a teacher. Only volunteers who are noted on a teacher's or a program coordinator's volunteer list for that day and time will be granted access to the building.

## **STUDENT ARRIVAL AND DEPARTURE**

### **Morning Arrival Procedures**

All children, those riding buses and car riders alike, will disembark in the front of the building along the curb. Buses and cars will arrive at the school in the same window of time and will drop off on a first-come, sequential basis in a single line of traffic. Please carefully read the new procedures outlined below. Your attention and cooperation will ensure the safety of all children.

1. The doors of MOT Charter School will open at 8:15 a.m.
2. Buses and cars dropping off children shall arrive at the school between 8:15 a.m. and 8:25 a.m.
3. Upon entering the school campus, proceed to the front of the school, pull behind the last car or bus, and wait to enter the designated drop off zone. The drop off zone will be clearly marked and will extend most of the length of the front of the building. Please pull up as far as possible within the drop off zone to allow other parents to drop off children behind you.
4. To ensure the safety and well being of every child, please make sure that your child exits on the passenger's side of the vehicle within the designated drop off zone. K-4 students should enter the school through the main entrance; students in grades 5-8 should enter the school through the Middle School entrance. During inclement weather, students may enter the school through the front entrance closest to the drop off point.
5. Once your child disembarks, please wait until the traffic in front of you departs prior to departing. Please DO NOT attempt to pull around other vehicles during the drop off procedure.
6. Please be considerate of other parents and students by having your children ready to disembark quickly upon entering the drop off zone. In the same manner, please be patient with younger students, particularly the new kindergarten students.
7. If you arrive at school after 8:25 a.m., you must park and accompany your child to the front office.
8. If you choose to park during morning drop off, you may use the main parking lot, or follow the single line of traffic until you reach the front visitor parking places. However, please do not pass or pull around other vehicles on the side or front of the school waiting to drop off children. If, after parking, you must leave the school during morning drop off, please follow the single line of traffic to exit.

### **Afternoon Dismissal Procedures**

School buses leave our parking lot by 3:35 p.m. Parents picking children up should arrive between 3:20 p.m. and 3:30 p.m. Parents must park in the side parking lot, walk into the gymnasium and sign the student out of school. Any student who has not been picked up by 3:35 p.m. will automatically be enrolled into Bethesda after care and the parent will be charged a drop-in fee in accordance with Bethesda Child Development's fees and policies.

### Release of Children

Our child release policy is designed to protect children from harm and to ensure a system for verification of the identity of any person prior to the release of the child. In order for a person other than the parent to pick up a child the **following procedures must be followed:**

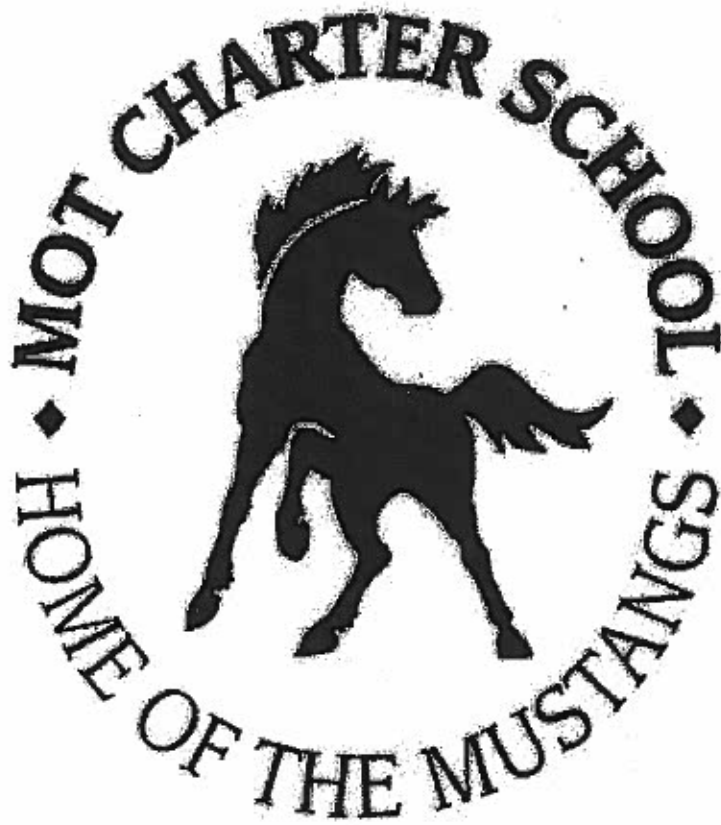
- a) The front office must have a note written by the child's parent giving the full name of the person picking up their child. If a parent calls the front office to let us know that someone else will be picking up the child, the front office will immediately call the parent back to verify the information.
- b) The person must show their license to a staff member and a copy must be placed in the student's permanent file.

### After School Activities

Throughout the year, students have an opportunity to participate in a variety of after school activities. There may be times when activities begin later in the evening, 5:00 p.m. or after. In such cases, the parent should make arrangements for care of the child from school dismissal until the start time of the activity. Any student who is on campus after 3:35 p.m. and not enrolled in an after school activity, will be taken to Bethesda after care and the parents will be billed accordingly.

### STUDENT RECORDS AND CONFIDENTIALITY

All information and files relating to a child and his/her family are considered confidential. These become and remain the property of the school. Any request for copies of information from a student's file must be accompanied by a release signed and dated by a parent and/or guardian of the student.



MOT Charter School

Code of Conduct

2005-2006

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## I. CODE OF CONDUCT

### A. Principles

The MOT Charter School Student Code of Conduct is designed to guide the efforts of school personnel in creating a safe, orderly, and nurturing environment and to reinforce the primary mission of the School: learning. This Code, which is based upon principles of mutual respect and caring behavior, serves as an agreement among parents, students and employees of MOT Charter School.

- **RESPECT.** All individuals are to be valued and treated with respect. Respect encompasses taking care of oneself, as well as demonstrating courtesy, sharing, good manners, appropriate language, and acknowledgement of authority.
- **KINDNESS.** Students and employees alike are expected to show gratitude for the efforts of others, to accept our own mistakes and forgive the mistakes of others, and to build positive relationships by caring for the thoughts and feelings of others.
- **COMMUNITY.** Students will learn and be expected to act responsibly towards our school community as well as the broader community. Acting responsibly means fulfilling commitments, taking care of personal property, taking care of common areas, and finding ways to share time and talents for the good of the community.
- **INTEGRITY.** Integrity is doing the right thing because it is the right thing to do even when no one is watching. It is being truthful, sincere and making informed judgments rather than acting on impulse or prejudice. Integrity also means doing your best, giving your best.
- **FAIRNESS.** Each person in our community has an obligation to make decisions and apply rules in an equitable manner. Students learn that an important part of being in a community means following established rules because doing so is the just and fair thing to do.

### B. General Code of Conduct Standards

MOT Charter School Students are expected to strive for the highest levels of conduct and to always be mindful of the feelings, health and safety of themselves and others.

Students will act safely and responsibly in the building. Examples of acting responsibly are:

- walking quietly in the hallways
- using a hall pass during class time
- keeping halls and lavatories free of litter

Students will treat others with respect and courtesy. Examples of respect and courtesy are:

- removing hats inside the building
- being appreciative and attentive during assemblies
- being seated and quiet when class begins

- being on best behavior while a substitute teacher is in charge of the class
- obeying all adults, custodians, secretaries, and staff members
- answering teachers in a respectful manner

Students will act responsibly in the multi-purpose room. Examples of acting responsibly are:

- leaving a clean table when through eating
- making sure all waste is disposed of properly
- keeping all food and snacks in the designated eating areas

### **C. When Is The Code of Conduct In Force?**

The MOT Charter School Code of Conduct is in force:

- From the time a student leaves home until the student returns home again. This includes behavior to and from bus stops.
- While students are on the school bus.
- Any time a student is on school property prior to, during, and following regular school hours.
- At all school-sponsored events and other activities when students are in the care and custody of school officials.
- The Code also applies to out-of-school conduct by a student if the school believes the nature of such conduct indicates the student presents a threat to the health, safety or welfare of others.

*That portion of the Code that protects school property, buildings and grounds is always in force.*

### **D. Roles and Responsibilities**

#### Classroom Teachers, Character Counselor, and Deans

Classroom teachers will establish rules for each classroom and will underscore expectations for student behavior that are consistent with the general principles. When standards of behavior are not being met, teachers will implement reasonable consequences, while finding other ways to positively interact with the student.

Teachers will work in collaboration with the Character Counselor and the Dean to respond to chronic misbehavior.

#### Head of School

The Head of School will assist faculty in implementing classroom and school-wide character and conduct programs. The Head of School will provide training and continued support to teachers as they strive to teach students to live up to the School's principles and follow the School's rules. The Head of School will assist in responding to severe

misbehavior, and in certain cases will initiate parent conferences, suspension or expulsion. The Head of School shall review the investigation completed by an appointed School official and render a decision regarding suspension, length of suspension or recommendation for expulsion. The Head of School may also contact the appropriate law enforcement authorities if warranted.

#### Parents

The support and cooperation of parents in the learning process is crucial to the child's success. Parents will be kept informed of students' efforts through conferences, progress reports, report cards, notes and telephone calls. Parents may be asked to help encourage good conduct in the classroom. If there is severe or recurring misbehavior, the parents will be asked to join the teacher in developing a plan to teach the student to behave appropriately. Parents who have concerns about any aspect of the student's experience at MOT Charter School are asked to discuss their concerns first with the classroom teacher. If the issues reach beyond the classroom, the Dean of the Lower School and Dean of the Middle School are available to respond to parental concerns.

The Code of Conduct will be made available to parents each fall. Students and parents are asked to discuss the code and sign a form indicating that the parent and the student understand the School's expectations.

#### Students

Students of MOT Charter School will actively practice the principles of Respect, Kindness, Community, Integrity and Fairness throughout the day. In the classroom, students will follow the rules and standards set by the classroom teacher.

## II. SPECIFIC CODE OF CONDUCT STANDARDS FOR K – GRADE 5

MOT Charter School reserves the right to regulate the degree and number of consequences for violations of the Code of Conduct. When determining the appropriate consequence, the School shall consider: the severity of the offense, the age and the maturity of the student involved, the extent of parental involvement, and the student's conduct history.

### A. LEVEL I (Kindergarten – Grade 5)

#### Level 1 Offenses:

Disruptive Behavior ✓

Inappropriate Dress

• Inappropriate Language ✓

Loitering

Non-Compliance

Possession of non-school items

Unexcused tardiness more than twice

CONSEQUENCES – In School	CONSEQUENCES – On Bus
Staff member reprimand Written Incident Report Detention Parent/teacher behavior strategy meeting	Counseled by the bus driver Written Incident Report Reassigned seat Bus suspension (1 to 3 days)

### B. LEVEL II (Kindergarten – Grade 5)

#### Level 2 Offenses:

*\*Repeat violations of any Level I Offense*

• Abusive Language ✓

Careless Behavior

Cheating

Class Cut

Defiance

Failure to Serve Detention

Gambling

Inappropriate Public Behavior

Inappropriate Use of Technology

Minor Vandalism

Misuse/Abuse of Substances

Stealing

Tobacco Violation

Truancy

Violation of School Bus Safety Policy

CONSEQUENCES – In School	CONSEQUENCES – On Bus
<i>*Any or all consequences noted in Level I</i> Restitution Detention School suspension (1 to 4 days) Parent/Guardian Conference with School Behavior Plan	<i>*Any or all consequences noted in Level I</i> Bus suspension (1 to 4 days) Detention School suspension (1 to 4 days) Parent/Guardian Conference with School Behavior Plan

**C. LEVEL III (Kindergarten – Grade 5)**

**Level 3 Offenses:**

*\*Repeat violations of any Level II Offense*

- |                             |                                   |
|-----------------------------|-----------------------------------|
| • Bullying Behavior         | Fighting                          |
| Disorderly Conduct          | Leaving School without Permission |
| Extortion                   | Offensive Touching of a Student   |
| Falsifying School Documents |                                   |

CONSEQUENCES – In School	CONSEQUENCES – On Bus
<i>*Any or all consequences noted in Levels I and II</i>	<i>*Any or all consequences noted in Levels I and II</i>
Suspension (1 to 5 days)	School Suspension (1 to 5 days)
Parent/Guardian conference with the Head of School required before returning to school	Bus suspension (1 to 5 days)
Behavior plan required	Parent/Guardian conference with the Head of School required before returning to school
Restitution	Behavior plan required
Restoration	Restitution
Report to the Police and other agencies if warranted	Restoration
	Report to the Police and other agencies if warranted

**D. LEVEL IV (Kindergarten – Grade 5)**

**Level 4 Offenses:**

*\*Repeat violations of any Level III Offense*

- Assault on a Student
- Harassment
- Major Vandalism
- Offensive touching of a staff member

CONSEQUENCES – In School	CONSEQUENCES – On Bus
<i>*Any or all consequences noted in Levels I, II and III</i>	<i>*Any or all consequences noted in Levels I, II and III</i>
School suspension (2 to 6 days)	School Suspension (2 to 6 days)
House Bill 322 (DE.C.T-14 S 4112) will be filed	Bus Suspension (2 to 6 days)
Possible referral and placement with an outside agency	Suspension of Bus Privileges
	House Bill 322 (DE.C.T-14 S 4112) will be filed
	Possible referral and placement with an outside agency

**E. LEVEL V (Kindergarten – Grade 5)**

**Level 5 Offenses:**

*\*Repeat violations of any Level IV Offense*

Any behavior that may result in the evacuation of a school building or bus

Any felony not specifically mentioned that is committed on school property or during a School function.

Arson

Assault on a Staff Member

Terroristic Threatening

Unlawful Possession, Under the Influence of, Use or Distribution of Illicit Drugs,  
Alcohol or Counterfeit Substances

Unlawful Possession, Use or Distribution of Weapons/ Explosive Devices

Violation of the Drug Policy

<b>CONSEQUENCES – In School or On Bus</b>
<i>*Any or all consequences noted in Levels I, II, III and IV</i> Suspension (up to 10 days) Expulsion (up to 180 days) The loss of some or all school privileges, including before and after school activities Notification of appropriate law enforcement agency Exclusion from school property during time of expulsion Recommendation of counseling for readmission Referral to other agencies for support services Assigning of a building guidance counselor for transitioning back to school and ongoing monitoring Enrollment into an alternative, district program, if appropriate Mandatory Community Service

### III. SPECIFIC CODE OF CONDUCT STANDARDS FOR GRADES 6 – 8

The Code of Conduct for the Middle School (Grades 6-8) is based upon a demerit system.

The demerit system will provide the students with a clear understanding of behavior standards and consequences. This plan will encourage students to accept responsibility for their behavior while minimizing the time students must be out of the classroom for misconduct. Teachers will handle consequences at the time of the incident.

Students will receive a demerit slip for every infraction. The name, date, time, nature of the offense, and number of demerits will be included on the slip. A parent signature is required on every demerit slip; thereby ensuring parents are adequately informed.

Demerits will be tracked on a trimester basis, with all students starting a new trimester with zero demerits. There will be positive rewards for those students receiving no demerits in a trimester and for the entire school year.

#### 1 DEMERIT

- |   |  |
|---|--|
| <input type="checkbox"/> CARELESS BEHAVIOR      | <input type="checkbox"/> NON-COMPLIANCE                        |
| <input type="checkbox"/> DISRUPTIVE BEHAVIOR    | <input type="checkbox"/> POSSESSION OF NON-SCHOOL ITEMS        |
| <input type="checkbox"/> INAPPROPRIATE DRESS    | <input type="checkbox"/> UNEXCUSED TARDINESS (MORE THAN TWICE) |
| <input type="checkbox"/> INAPPROPRIATE LANGUAGE | <input type="checkbox"/> UNPREPARED FOR CLASS                  |
| <input type="checkbox"/> LOITERING              |  |

#### 3 DEMERITS

- |  |  |
|--|--|
| <input type="checkbox"/> BULLYING BEHAVIOR           | <input type="checkbox"/> INAPPROPRIATE USE OF TECHNOLOGY |
| <input type="checkbox"/> CHEATING                    | <input type="checkbox"/> MINOR VANDALISM                 |
| <input type="checkbox"/> CLASS CUT                   | <input type="checkbox"/> MISUSE/ABUSE OF SUBSTANCES      |
| <input type="checkbox"/> DEFIANCE                    | <input type="checkbox"/> STEALING                        |
| <input type="checkbox"/> FALSIFYING SCHOOL DOCUMENTS | <input type="checkbox"/> TOBACCO VIOLATION               |
| <input type="checkbox"/> GAMBLING                    | <input type="checkbox"/> TRUANCY                         |

#### 5 DEMERITS

- |   |   |
|---|---|
| <input type="checkbox"/> ABUSIVE LANGUAGE                 | <input type="checkbox"/> HARASSMENT                     |
| <input type="checkbox"/> DISORDERLY CONDUCT               | <input type="checkbox"/> INAPPROPRIATE PUBLIC BEHAVIOR  |
| <input type="checkbox"/> FAILURE TO SERVE LUNCH DETENTION | <input type="checkbox"/> VIOLATION OF BUS SAFETY POLICY |

#### 7 DEMERITS

- |  |  |
|--|--|
| <input type="checkbox"/> EXTORTION                               | <input type="checkbox"/> FIGHTING                        |
| <input type="checkbox"/> FAILURE TO SERVE SATURDAY DETENTION     | <input type="checkbox"/> MAJOR VANDALISM                 |
| <input type="checkbox"/> FAILURE TO SERVE AFTER SCHOOL DETENTION | <input type="checkbox"/> OFFENSIVE TOUCHING OF A STUDENT |
| <input type="checkbox"/> OFFENSIVE TOUCHING OF A STAFF MEMBER    |  |

#### 10 DEMERITS

- |   |  |
|---|--|
| <input type="checkbox"/> ANY BEHAVIOR THAT RESULTS IN THE EVACUATION OF A BUILDING OR SCHOOL BUS  |  |
| <input type="checkbox"/> ANY FELONY NOT SPECIFICALLY MENTIONED THAT WAS COMMITTED WHILE AT SCHOOL OR DURING A SCHOOL FUNCTION                 |  |
| <input type="checkbox"/> UNLAWFUL POSSESSION, UNDER THE INFLUENCE OF, USE OR DISTRIBUTION OF ILLICIT DRUGS, ALCOHOL OR COUNTERFEIT SUBSTANCES |  |
| <input type="checkbox"/> UNLAWFUL POSSESSION, USE OR DISTRIBUTION OF WEAPONS/ EXPLOSIVE DEVICES   |  |
| <input type="checkbox"/> ARSON  | <input type="checkbox"/> ASSAULT ON A STAFF MEMBER     |
| <input type="checkbox"/> ASSAULT ON A STUDENT   | <input type="checkbox"/> LEAVING SCHOOL W/O PERMISSION |
| <input type="checkbox"/> TERRORISTIC THREATENING  | <input type="checkbox"/> VIOLATION OF THE DRUG POLICY  |

## **CONSEQUENCES – GRADES 6 - 8**

The following are general guidelines for consequences that may result from the accumulation of demerits. When determining the appropriate consequence, the School shall consider: the severity of the offense, the age and the maturity of the student involved, the extent of parental involvement, and the student's conduct history. The School reserves the right to regulate the degree and number of consequences for violations of the Code of Conduct.

### **1 DEMERIT**

- Reprimand
- Student conference
- Reassigned seat
- Counseled by bus driver

### **3 DEMERITS**

- Reprimand
- Student conference
- Reassigned seat
- Counseled by bus driver
- Lunch Detention
- Loss of school privileges (i.e., extra-curricular activities)
- Restitution
- Restoration

### **5 DEMERITS**

- Reprimand
- Student conference
- Reassigned seat
- Counseled by bus driver
- Lunch Detention
- After School Detention
- Loss of school privileges (i.e., extra-curricular activities)
- Restoration
- Restitution
- Suspension

### **7 DEMERITS (requires Discipline Report also)**

- Reprimand
- Student conference
- Reassigned seat
- Counseled by bus driver
- Lunch Detention
- After School Detention
- Loss of school privileges (i.e., extra-curricular activities)
- Restoration
- Restitution
- Suspension



**10 DEMERITS(requires Discipline Report also)**

Staff member reprimand  
Staff member student conference  
Reassigned seat  
Counseled by bus driver  
Lunch Detention  
After School Detention  
Saturday School  
Restoration  
Loss of school privileges (i.e., extra-curricular activities)  
Restitution  
School and/or bus suspension (5 to 10 days)  
Expulsion (up to 180 days)  
Counseling for readmission  
Enrollment into an alternative program, if appropriate  
Mandatory Community Service

**The School will take the following actions when appropriate or required by law:**

Referral to outside agencies  
Report required by House Bill 322 (DE.C.T-14 S 4112)  
Notification of appropriate law enforcement agency

# MOT CHARTER SCHOOL DEMERIT SLIP

STUDENT NAME \_\_\_\_\_ TEACHER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_ DEMERIT AMOUNT \_\_\_\_\_

## 1 DEMERIT

\_\_\_ CARELESS BEHAVIOR  
\_\_\_ DISRUPTIVE BEHAVIOR  
\_\_\_ INAPPROPRIATE DRESS  
\_\_\_ INAPPROPRIATE LANGUAGE  
\_\_\_ LOITERING

\_\_\_ NON-COMPLIANCE  
\_\_\_ POSSESSION OF NON-SCHOOL ITEMS  
\_\_\_ UNEXCUSED TARDINESS (MORE THAN TWICE)  
\_\_\_ UNPREPARED FOR CLASS

## 3 DEMERITS

\_\_\_ BULLYING BEHAVIOR  
\_\_\_ CHEATING  
\_\_\_ CLASS CUT  
\_\_\_ DEFIANCE  
\_\_\_ FALSIFYING SCHOOL DOCUMENTS  
\_\_\_ GAMBLING

\_\_\_ INAPPROPRIATE USE OF TECHNOLOGY  
\_\_\_ MINOR VANDALISM  
\_\_\_ MISUSE/ABUSE OF SUBSTANCES  
\_\_\_ STEALING  
\_\_\_ TOBACCO VIOLATION  
\_\_\_ TRUANCY

## 5 DEMERITS

\_\_\_ ABUSIVE LANGUAGE  
\_\_\_ DISORDERLY CONDUCT  
\_\_\_ FAILURE TO SERVE LUNCH DETENTION

\_\_\_ HARASSMENT  
\_\_\_ INAPPROPRIATE PUBLIC BEHAVIOR  
\_\_\_ VIOLATION OF BUS SAFETY POLICY

## 7 DEMERITS (requires Discipline Report also)

\_\_\_ EXTORTION  
\_\_\_ FAILURE TO SERVE SATURDAY DETENTION  
\_\_\_ FAILURE TO SERVE AFTER SCHOOL DETENTION  
\_\_\_ FIGHTING

\_\_\_ MAJOR VANDALISM  
\_\_\_ OFFENSIVE TOUCHING OF A STAFF MEMBER  
\_\_\_ OFFENSIVE TOUCHING OF A STUDENT

## 10 DEMERITS (requires Discipline Report also)

\_\_\_ ANY BEHAVIOR THAT RESULTS IN THE EVACUATION OF A BUILDING OR SCHOOL BUS  
\_\_\_ ANY FELONY NOT SPECIFICALLY MENTIONED THAT WAS COMMITTED WHILE AT SCHOOL OR DURING A SCHOOL FUNCTION  
\_\_\_ ARSON  
\_\_\_ ASSAULT ON A STAFF MEMBER  
\_\_\_ ASSAULT ON A STUDENT  
\_\_\_ LEAVING SCHOOL W/O PERMISSION  
\_\_\_ TERRORISTIC THREATENING  
\_\_\_ UNLAWFUL POSSESSION, UNDER THE INFLUENCE OF, USE OR DISTRIBUTION OF ILLICIT DRUGS, ALCOHOL OR COUNTERFEIT SUBSTANCES  
\_\_\_ UNLAWFUL POSSESSION, USE OR DISTRIBUTION OF WEAPONS/ EXPLOSIVE DEVICES  
\_\_\_ VIOLATION OF THE DRUG POLICY

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## TEACHER'S COMMENTS:

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#### IV. APPEAL PROCEDURES FOR SUSPENSION OF BUS PRIVILEGES, SCHOOL SUSPENSION, AND EXPULSION

##### A. SUSPENSION OF BUS PRIVILEGES

Suspension of bus privileges is the temporary removal of the opportunity to ride the school bus. During the denial it shall be the Parent/Guardian responsibility to provide the student's transportation to school. Denial of bus privileges shall not be used as a disciplinary action for non-bus related offenses. Denials for longer than five (5) days may be appealed to the Discipline Committee, which is comprised of a minimum of three members of the Board of Directors.

1. Investigation: Upon referral from the Bus Driver, the Character Counselor shall investigate the conduct and circumstances which form the basis for the referral and determine the appropriate discipline based upon the consequences outlined in the Code of Conduct.
2. Parent/Guardian Notification: The Dean of the Lower School or the Dean of the Middle School shall provide verbal notification of the disciplinary decision to the Student, the Student's Parent, and the Head of School by telephone. Written notification shall be sent to the Parent/Guardian within 24 hours.
3. Head of School Conference: If requested by the Student's Parent, the Head of School shall hold a conference with the Student, and the Student's Parent. The Parent, Student, Dean, and Head of School are permitted to invite others with information relevant to the incident to the conference. Any participant may submit written documents to the Head of School. All evidence of allegations, including any documents, must be provided to the Student and the Student's Parent.
4. Head of School Determination: At the conclusion of the conference, the Head of School shall decide whether to suspend the student's bus privileges or impose an alternative consequence. She shall immediately notify the Student and the Student's Parent of her decision and shall provide written notification of the suspension of bus privileges, including the start date and length of suspension. The written notification shall also inform the Student's Parent of the right to appeal suspensions of bus privileges of more than five (5) days to the Board of Directors within 48 hours of the notification of suspension.

The Dean of Lower School or the Dean of the Middle School shall summarize the evidence and any conferences held with the Parent in writing.

5. Right to Appeal: If the School determines to suspend bus privileges for more than five (5) days, the Student may appeal the decision to MOT Charter School's Board of Directors by written notice to Head of School within 48 hours of notification of the suspension. Failure to notify the Head of School within 48 hours will render the School's determination final.
6. Review by the Disciplinary Committee: All appeals from suspensions of bus privileges shall be heard by the Discipline Committee comprised of a minimum of

three members of the Board of Directors. The Discipline Committee has authority to make final determinations on suspensions on behalf of the Board of Directors.

- a. The Head of School shall inform the Chair of the Discipline Committee of any timely-received written appeals within one (1) school day of receipt of the written request for appeal. The Discipline Committee shall convene as soon as practicable to hear the Student's appeal, but no more than five (5) school days after notification from the Head of School.
- b. The Discipline Committee shall consider only two issues:
  - i. whether the decision to suspend bus privileges should be upheld, modified or overturned; and
  - ii. whether it is appropriate that any record of the suspension should be expunged.
- c. The Discipline Committee will review the decision of the Head of School on the record and will take action based upon the recommendation and evidence summarized by Head of School. Parent/Guardian of the Student and the Student may address the Discipline Committee during the appeal hearing; however, the Discipline Committee shall not consider evidence not previously considered by the Administration.
- d. The Discipline Committee shall render a decision the same day following the hearing by the Committee. The Head of School shall notify the Parent/Guardian of the Discipline Committee's decision within one (1) school day.

## **B. SCHOOL SUSPENSION**

School suspension is the temporary removal of a student from school and or school activities for disciplinary purposes for up to 10 days. Suspended students may make up work for the first out-of-school suspension. On the second out-of-school suspension and each one thereafter, students may do the work but will not receive credit except for exams and major projects. Major projects or exams missed during a suspension will be made up within the same number of days as the length of suspension.

1. Investigation: Upon referral from the staff member, the Character Counselor, Dean of Lower School or Dean of the Middle School shall investigate the conduct and circumstances which form the basis for the referral and asserts the appropriate discipline based upon the offenses and consequences outlined in the Code of Conduct.
2. Parent/Guardian Notification: The Dean of Lower School or Dean of the Middle School shall provide verbal notification of the disciplinary recommendation to the Student, the Student's Parent/Guardian, and the Head of School.
3. Head of School Conference: If requested by the Student's Parent/Guardian, the Head of School shall hold a conference with the Student, the Student's Parent/Guardian, and the Dean of Lower School. The Parent/Guardian, Student, the Dean or the Head of School are permitted to invite others with information relevant to the incident to the conference. Any participant may submit written documents to the Head of

School. All evidence of allegations, including any documents must be provided to the Student and the Student's Parent/Guardian.

4. Head of School Determination: At the conclusion of the conference, the Head of School shall decide whether to suspend the student or impose an alternative consequence. The Head of School shall verbally notify the Student and the Student's Parent/Guardian, and if the suspension is upheld, shall inform the Student's Parent/Guardian of the right to appeal the suspension to the Board of Directors within 48 hours of the notification of suspension.

The Dean of Lower School or the Dean of the Middle School shall summarize the evidence and any conferences held with the Parent/Guardian in writing.

5. Right to Appeal: If the School determines to suspend for four (4) or more days, the Student may appeal the decision to MOT Charter School's Board of Directors by written notice to Head of School within 48 hours of notification of the suspension. Failure to notify the Head of School within 48 hours will render the School's determination final.
6. Review by the Disciplinary Committee: All appeals from suspensions shall be heard by the Discipline Committee. The Discipline Committee has authority to make final determinations on suspensions on behalf of the Board of Directors.
  - a. The Head of School shall inform the Chair of the Discipline Committee of any written appeal received within the allotted 48 hours within one (1) school day of receipt of the written request for appeal. The Discipline Committee shall convene as soon as practicable to hear the Student's appeal, but no more than five (5) school days after notification from the Head of School.
  - b. The Discipline Committee shall consider only two issues:
    - i. whether the decision to suspend should be upheld, modified or overturned; and
    - ii. whether it is appropriate that any record of the suspension should be expunged.
  - c. The Discipline Committee will review the decision of the Head of School on the record and will take action based upon the recommendation and evidence summarized by Head of School. Parent/Guardian of the Student and the Student may address the Discipline Committee during the appeal hearing; however, the Discipline Committee shall not consider evidence not previously considered by the Administration.
  - d. The Discipline Committee shall render a decision the same day following the hearing by the Committee. The Head of School shall notify the Parent/Guardian of the Discipline Committee's decision within one (1) school day.

## C. **EXPULSION**

An expulsion is the exclusion of a student from the School and school activities for more than ten (10) days. Expelled students may not receive credit for work during the time of the expulsion. Students may have their expulsion reduced to a minimum of 60 days depending on various factors including previous disciplinary record, academic performance, positive attitude, or special circumstances.

1. Investigation: Upon referral from the staff member, the Character Counselor, Dean of Lower School, or Dean of the Middle School shall investigate the conduct and circumstances which form the basis for the referral and, if appropriate under the offenses and consequences outlined in the Code of Conduct, recommend expulsion to the Head of School.
2. Parent/Guardian Notification: The Dean of Lower School or the Dean of the Middle School shall provide verbal notification of the recommendation to the Student, and the Student's Parent/Guardian.
3. Head of School Conference: The Head of School shall hold a conference with the Student, and the Student's Parent/Guardian. The Parent/Guardian, Student, Dean and the Head of School are permitted to invite others with information relevant to the incident to the conference. The student or the student's Parent/Guardian may bring representation to the conference. Any participant may submit written documents to the Head of School. All evidence of allegations, including any documents, must be provided to the Student and the Student's Parent/Guardian.
4. Head of School Determination: At the conclusion of the conference, the Head of School shall decide whether to expel the student or impose an alternative consequence. She shall immediately notify the Student and the Student Parent/Guardian of her decision and shall provide written notification of the expulsion, including the start date and length of expulsion. The written notification shall also inform the Student's Parent/Guardian of the right to appeal the expulsion to the Board of Directors within 48 hours of the notification of expulsion.  
  
The Dean of Lower School or the Dean of the Middle School shall summarize the evidence and any conferences held with the Parent/Guardian in writing.
5. Right to Appeal: If the School determines to expel a student, the Student may appeal the decision to MOT Charter School's Board of Directors by written notice to Head of School within 48 hours of notification of the expulsion. Failure to notify the Head of School within 48 hours will render the School's determination final.
6. Review by the Board of Directors: The Board of Directors will review the Head of School's expulsion recommendation during the next scheduled Executive Session of the Board, or by Special Meeting called by the Chairperson of the Board of Directors.
  - a. The Head of School shall inform the Chair of the Board of Directors of any timely written appeal within one (1) school day of receipt of the written request for appeal.

- b. The Head of School shall forward all written documentation and a summary of any conferences to the Board.
- c. The Board of Directors shall consider only two issues:
  - i. whether the decision to expel should be upheld, modified or overturned, and
  - ii. whether it is appropriate that any record of the expulsion should be expunged.
- d. The Board of Directors will review the decision of the Head of School on the record, and will take action based upon the recommendation and evidence summarized by Head of School. Parent/Guardian of the Student and the Student may address the Board during the Executive Session; however, the Board shall only consider evidence previously considered by the Administration.
- e. The Board of Directors shall render a decision during the Public Board meeting following the Executive Session. The Head of School shall notify the Parent/Guardian of the Board's decision within one (1) school day.
- f. During the review and appeal time, the Student shall remain suspended from School.

## V. SPECIAL EDUCATION STUDENTS, DEL. CODE, TITLE 14, CHAPTER 31

A Student has special suspension protections if:

- a. he/she has been determined to have "special needs"; and
- b. he/she has been given an "Individualized Education Plan" ("IEP")

If the School recommends his/her suspension for a period that totals more than ten (10) school days in one school year, the School must hold a "manifestation determination hearing" within ten (10) days of the tenth day served suspension to determine whether his/her handicap caused the misconduct. If it is determined that the handicap did cause the misconduct, the Student may not be suspended from the public school system. The "manifestation hearing" decision may be appealed. If the School does suspend the "special needs" child for more than ten (10) days, because the hearing decision is that the handicap did not cause the misconduct, then the School still must provide the Student with an education outside that School. The rules will vary if a weapon or drugs are involved.

## VI. CRIMES COMMITTED OUTSIDE OF SCHOOL

The courts have upheld a school district's right to take disciplinary action against students for certain crimes even when those crimes were committed off school grounds during non-school hours or were not committed against any of the school's students or staff. A student found to be in violation of the Code of Conduct for such crimes may be suspended and the Head of School shall determine the appropriate disciplinary action.

## VII. ASSUMPTION OF POSSESSION

### Personal Storage

The school presumes a student possesses and is therefore responsible for all items found in or on the student's clothing, book bag, purse, locker, or similar container or bag used to carry or store books or personal property. Regularly check the contents of your desk, book bag, and/or purse. If you fail to lock or secure your book bag and/or purse or provide others access to your book bag, and/or purse, you remain responsible for items found in your desk, book bag, and/or purse.

### Search and seizure

Students shall be free from unreasonable search and seizure or property as guaranteed by the Fourth Amendment to the U.S Constitution. However, the School has a responsibility to protect the health, safety and welfare of those within the school. Student desks are the property of the school and may be subject to search by an administrator at any time with or without reasonable suspicion to protect the health, safety and welfare of others. Search of individual students shall be based upon reasonable suspicion that the student's person or property contains illegal substances, items or material detrimental to the safety and welfare of other students or staff, or in violation of the law or the Student Code of Conduct. Students are responsible and accountable for the contents of all items found in their desks, book bags, purses, and any bags or containers used to hold personal property.

All alcohol, drugs, drug-like substances, look-alike substances and/or drug paraphernalia found in a student's possession shall be turned over to the Head of School and made



available, in case of a medical emergency, for identification. All substances shall be sealed and documented and, in case of substances covered by Del. C. Ch 47 turned over to the police as potential evidence. A request for analysis shall be made where appropriate. (In case of medical emergency, substances should be made available for identification purposes.)

## VIII. REPORTING CRIMES

MOT Charter School administration has the responsibility to provide for the safety of students and for the security of school property. The Delaware Code requires the reporting of offenses listed in Title 14, Section 4112.

## IX. MANDATORY COMPLAINTS, DEL. CODE, TITLE 14, CH. 14

- A. In any instance where a Student or a Parent/Guardian is found to have committed an assault, offensive touching, terroristic threatening or an extortion under 14 Del.C. Sect. 4112(b) against a School Employee, the Head of School shall without reasonable delay, file the appropriate charge against the student or the Parent/Guardian.
- B. In all cases where a reportable offense has occurred, other than those listed in Paragraph A, the School shall, if warranted, consult with police authorities.
- C. In addition, the State Board of Education requires reporting of the following incidents to the Department of Education only:
  - Pornography, exhibitionism, peeping
  - Criminal mischief
  - Offenses involving school property
  - Evidence of organized gambling
  - Felony theft offenses
  - Forgery offenses
  - Fraud offenses
  - Tampering with public records
  - Computer/recorded sounds offenses
  - Disorderly conduct/fighting
  - Offensive touching (non-employee)
  - Terroristic threatening (non-employee)

## X. CODE OF CONDUCT DEFINITIONS

Abusive Language	Abusive, offensive, or obscene language heard by students, staff, or volunteers.
After School Detention	The student will report to a designated middle school classroom from 4:00 pm to 5:00 pm for the purpose of studying or reading quietly.
Arson	Setting or attempting to set a fire, or the use or attempted use of fire to cause or to threaten to cause damage to property or harm to a person or disruption of the educational process.
Assault on a Staff Member	Intentionally or recklessly causing physical injury to a staff member. All such offenses will be reported to the police pursuant to 14 Del. C. § 4112.
Assault on a Student	Intentionally or recklessly causing physical injury to another student. All such offenses will be reported to the police pursuant to 14 Del. C. § 4112.
Bullying Behavior	One student or a group of students keep hurting another student through words or actions. May involve fighting, threatening, shoving, kicking, name calling, playing dirty tricks, leaving out a student, or spreading rumors.
Careless Behavior	Behavior that threatens unintentional harm or causes injury-behavior(s) not considered under Assault On Staff or Student requiring the reporting to police and superintendent pursuant to Del. C. § 4112.
Cheating	Fraudulent deception in preparing or presenting course work or class assignments as a student's own work when it is not. This includes, but is not limited to, (1) copying another student's work, (2) unauthorized use of notes or sharing answers during a test, (3) presenting another person's work as one's own, or (4) presenting quotations, words or ideas without proper references or credit (plagiarism).
Class Cut	All students are expected to arrive at their classes on time and to remain until the teacher dismisses class. A student is considered to have cut a class any time the student is present in the school but does not attend class. Any unexcused absence from more than half of a class may be considered a cut.
Defiance	Verbal or non-verbal refusal to comply with a reasonable request from school personnel, including refusal to identify oneself.
Detention	Detaining a student in a supervised setting for a period of time after normal school hours. Parent/Guardian shall then be responsible for picking up the student at the end of the designated period of detention.
Disorderly Conduct	Any behavior that tends to disturb the peace or decorum of the bus, classroom or other school function, scandalizes the community, or shocks the public sense of morality.
Disruptive Behavior	Language, gestures, or actions that produce distractions, frictions or disturbances that interfere with effective functioning of the teacher, another student or a class.
Extortion	The acquisition or attempted acquisition of money, goods, service, or information from another by force or the threat of force, either spoken or implied. All offenses in this category will be reported to the police and the School will file H.B. 322 charges.

Failure to Serve Detention	Detentions are required time obligations to be served with the staff member assigning the detention. The student is obligated to serve unless properly excused by the person who assigned the detention. Work obligation does not excuse a student from this responsibility.
Falsifying School Documents	Falsification of any pass, note, excuse, or any other document used for school purposes.
Fighting	Any aggressive physical conflict between two or more individuals.
Gambling	To stake or risk money or anything of value on the outcome of something involving chance. Student gambling is strictly prohibited.
Harassment	Actions or statements that intimidate offend or defame the dignity or self-esteem of individuals or groups. Sexual harassment is included in this prohibition and includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct directed at an individual because of that individual's gender. Harassment may include, but is not limited to, displaying pictures or other items of a sexually explicit nature, verbal harassment or abuse, pressure for sexual activities, repeated remarks or jokes with demeaning implications or other offensive behavior. Harassment also includes intimidating, offensive or defaming behavior directed at an individual because of that individual's race, national origin, disability, sexual orientation, or religion.
Inappropriate Dress	All students are expected to dress in an appropriate and tasteful manner and in accordance with the School's dress code. Any manner of dress that violates the MOT Charter School's "Dress Code Policy".
Inappropriate Language	Any profane language or derogatory disrespectful comments.
Inappropriate Public Behavior	Behaviors displaying affection that is excessive, offensive, obscene or vulgar.
Inappropriate Use of Technology	Any use of technology that violates MOT Charter School's "Use of Technology" or "Internet Safety" policies.
Leaving School without Permission	No student may leave the school premises during school hours including lunch time. The parking lot is off limits during school hours.
Loitering	Presence on school property in an authorized area or unauthorized area without a legitimate purpose.
Lunch Detention	Student will eat lunch in a middle school classroom during that student's regular lunch period.
Major Vandalism	The destruction or defacing of school property or the property of others. This includes any altering of computer programs or files, including unauthorized altering of access privileges or passwords. Costs of repair incurred.
Minor Vandalism	The defacing of school property. No costs of repair incurred.
Misuse/Abuse of Substances	Using any substance for a purpose for which it was not intended.
Non-Compliance	Failure to comply with the established rules and procedures of the class.

Offensive Touching of a Staff Member	Intentionally touching a staff member with a part of the body or with an instrument, thereby causing offense or harm. All offenses in this category will be reported to the police and the School will file H.DB. 322 charges.
Offensive Touching of a Student	Intentionally touching another student with a part of the body or with an instrument, thereby causing offense or harm.
Possession of Non-School Items	Any item or device that has no legitimate educational purpose and may interfere with the orderly conduct of school business. These items will be confiscated and returned only to a Parent/Guardian. This includes, but not limited to any lighter/matches, cell phone, beeper, pager, laser, water gun or electronic device/game.
Saturday Detention	The student will report to a designated middle school classroom on Saturday from 9:00 am to 11:00 am for the purpose of studying or reading quietly.
Stealing	The act of taking possession or transferring the property of another without the consent of the owner.
Terroristic Threatening	Any threat to commit any crime likely to result in death or in serious injury to a person or property, or otherwise defined in Del. C., Title 11, Chapter 621. All offenses in this category will be reported to the police and the School will file H.B. 322 charges.
Tobacco Violation	Using, possessing, or dispensing of any tobacco product.
Truancy	Any unexcused absence from school as defined by Delaware Code. Repeated offenses may result in legal action.
Unexcused Tardiness	Unexcused tardiness to school or to a class without authorization or approved reason.
Unlawful Possession of, Under the Influence of, Use or Distribution of Illicit Drugs, Alcohol or Counterfeit Substances	Being under the influence, the possession, use and/or distribution of alcohol, a drug, a drug-like substance, a look-a-like substance and/or drug paraphernalia.
Unlawful Possession, Use or Distribution of Weapons/ Explosive Devices	Any possession, use, or distribution of a firearm, including any weapon or instrument from which a shot, projectile, or other object may be discharged by force, whether operable or inoperable, loaded or unloaded; any deadly weapon, defined as any instrument, item, or material readily capable of causing death or serious physical injury; any BB gun, pellet gun, air rifle, paint gun, sword (whether decorative or not), or other martial arts weapon; any bomb, knife, switchblade, billy club, blackjack, metal knuckles, slingshot, razor, bicycle chain, or ice pick; or any explosive chemical or device including a substance or a combination of substances possessed or prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including fireworks and illegal or potentially dangerous chemicals. Possession of a license to possess or use any of the above items shall not constitute a defense of any violation of this offense.

## **XI. SCHOOL BUS SAFETY POLICY**

MOT Charter School Students must be picked up and dropped off at the same bus stop, unless previously arranged with the School. Students may ride only on the buses they are assigned, and they must get off at their assigned stops.

The Code of Conduct is in effect on the school bus as well as in school. The results of misbehavior on the school bus will include suspension from school.

Observance of these rules will ensure safety, prompt arrivals and departures of buses, and proper attitudes on the part of students. Good citizenship is promoted.

1. Students must follow the directions of the bus driver promptly and courteously at all times. The driver is in full charge of the bus and students and has the authority of a classroom teacher.
2. Students must be on time; the bus has to run on schedule and cannot wait for those who are tardy.
3. Students should never stand or play on the roadway while waiting for the bus.
4. Before boarding the bus, students must keep a safe distance from it while it is in motion.
5. Students must enter the bus without crowding or disturbing others and occupy their seats immediately.
6. Students must not try to get on or off the bus when it is in motion. When on the bus, they must remain seated until the bus has come to a complete stop.
7. Students must keep out of the driver's seat, and remember that unnecessary conversation with the driver is prohibited while the bus is in motion.
8. In approaching the bus or a bus stop along the highway, a child should walk on the left side of the road facing traffic. He/she should be sure that the road is clear of all traffic or that all traffic has stopped before crossing.
9. Students must remain seated at all times and are to keep the aisle clear. The driver may assign each student a seat.
10. Students should keep hands and other objects to themselves.
11. Students should speak in a normal voice to those in the seat with them. Classroom conduct is to be observed at all times on the bus.
12. Upon leaving the bus, students should immediately walk around the front of the bus and stop before crossing. He/she should make sure that the road is either clear of all traffic or that the traffic has come to a complete stop before crossing. In crossing the street or highway at any time, students should look both to the right and to the left, then WALK – not run.

13. Students are not permitted to call out to passers-by, extend their head or arms out of the windows, or throw articles of any kind, in, out or around the bus.
14. Students should help to keep the bus clean, sanitary, and orderly. No eating, drinking, or smoking is permitted while on the bus. No damage to bus property will be tolerated.
15. Students are not to tamper with emergency doors, controls, or windows.
16. Other forms of misconduct that will not be tolerated are acts such as (but not limited to) using profanity, indecent exposure, fighting, obscene gestures, or spitting.
17. Students are to conduct themselves while on the bus in such a way that it will not distract the driver from his/her job of driving.

## **XII. DRUG POLICY**

MOT Charter School prohibits the possession, use, consumption, manufacture, sale, or distribution of drugs and drug paraphernalia. Any violations will be subject to the MOT Charter School Code of Conduct. Violation of this standard will result in suspension from school.

The term "Drugs" broadly includes, without limitation, any stimulant, intoxicant (other than alcohol), nervous system depressant, hallucinogen, or other chemical substance, compound, or combination when used to induce an altered state, including any otherwise lawfully available product used for any purpose other than its intended use.

The term "Drug Paraphernalia" broadly includes any material, product, instrument, or item used to create, manufacture, distribute, use, or otherwise manipulate any drug and includes, but is not limited to, hypodermic needles and syringes.

Specific violations of this standard include, but are not limited to:

- a. The possession, use, consumption, manufacture, sale, or distribution of any drug or drug paraphernalia;
- b. The delivery, transfer, or intent to deliver, transfer, or manufacture any drug or drug paraphernalia;
- c. A violation of any applicable local, state, or federal law relating to drugs or drug paraphernalia; or
- d. The sale, delivery, or transfer of a prescription or prescription drug.

### **XIII. TECHNOLOGY USE POLICY**

MOT Charter School students are personally responsible for appropriate behavior using technology and on the network, just as they are in a classroom or hallway. Access to technology services is given to students who act in a considerate and responsible manner, and that access is a privilege, not a right. Audio, video, network, and storage systems may be reviewed by School staff to maintain system integrity and ensure responsible use. The school will use appropriate staff and technology to help students follow this policy and help protect students from materials considered harmful to minors. Students may not use school technology to:

- access, create, send, display, or print offensive or obscene messages or pictures or other inappropriate matter
- damage computers, systems, networks, software, or other technology tools
- violate copyright laws including loading or copying copyrighted software for personal use
- use or attempt to acquire another's password
- trespass in another's folders, disks, work, or files
- disclose, use, or disseminate personal information about themselves or any other minor
- intentionally waste limited resources (such as disk space or paper)
- use electronic mail, chat rooms, and other forms of direct electronic communications (including ICQ, AIM, Yahoo Instant Messenger, MSN Messenger Service, etc.)
- load unauthorized software on school computers (such as games)
- use the network or computer for illegal or harmful purposes, including "hacking" and unauthorized access to systems or information

Violations may result in the loss of access to School computers, detention, suspension and other warranted consequences.



## **XIV. INTERNET USE POLICY**

The Children's Internet Protection Act (CIPA) was signed into law on December 21, 2000. As a provision of CIPA, schools that are recipients of E-rated services must provide certification of a policy of Internet safety that includes measures to block or filter Internet access for both minors and adults to certain visual depictions.

To protect against access by adults and minors to visual depictions that are obscene, child pornography, or harmful to minors, MOT Charter School filters all school web activity through a Web sense Internet filter. Students are restricted from modifying these network and Internet settings. In addition, students must log onto computers with their own username and password.

The following Internet Safety Policy is to be followed by all students at MOT Charter School. Failure to adhere to the guidelines outlined in this policy could result in immediate action, up to and including suspension.

### **Internet Safety Policy**

1. Access to the Internet is provided to staff and students as an educational resource. Research and browsing on the Internet should be restricted in its scope to those topics and websites that relate to the educational material being taught at the time.
2. Students are prohibited from using electronic mail, chat rooms, and other forms of direct electronic communications (including ICQ, AIM, Yahoo Instant Messenger, MSN Messenger Service, etc.)
3. No student shall engage in unauthorized access, including "hacking", online auctions, online commerce (purchasing and selling), or other unlawful activities using school resources.
4. Students are prohibited from disclosing any personal information while online, including filling out online forms that request any personal information from the student.
5. No action may be taken by a student which undermines or subverts the security imposed upon the computer systems or the normal filtering of Internet traffic. This includes students logging onto computers as administrative or teaching staff.
6. Students shall not use computers connected to the Internet without a responsible adult present to monitor their activities.

# ATTACHMENT R

**RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		STATE, LOCAL & LOANS REVENUE				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	\$	2,409,455	\$ 2,782,288	\$ 3,521,247	\$ 3,547,169	\$ -
b) School District Local Fund Transfers	\$	559,551	\$ 672,296	\$ 1,000,795	\$ 1,077,686	\$ -
c) Construction Loans (4)	\$	-	\$ -	\$ -	\$ -	\$ -
d) Equipment Loans (5)	\$	284,156	\$ 70,000	\$ -	\$ -	\$ -
e) Other Loans (6)	\$	-	\$ 197,025	\$ -	\$ -	\$ -
<b>STATE LOCAL &amp; LOANS REVENUE</b>	<b>\$</b>	<b>3,253,162</b>	<b>\$ 3,721,589</b>	<b>\$ 4,522,042</b>	<b>\$ 4,624,855</b>	<b>\$ -</b>

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(4) Include estimated terms and appropriate amortization schedule

(5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)

(6) Include estimated terms and definition of resource

**STATE, LOCAL & LOANS EXPENSES**  
**OPERATING YEARS**

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5
		\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$
<b>Personnel Salaries (8)</b>										
a)	Teachers	755,275	31	872,694	29	1,044,827	33	1,192,913	33	-
b)	Principal/Administrative	187,800	4	198,732	4	197,615	5	325,000	5	-
c)	Nurse	30,000	1	30,254	1	38,200	1	41,000	1	-
d)	Clerical	35,000	5	107,251	3	127,248	3	83,088	3	-
e)	Custodial	15,000	1	43,456	1	29,313	1	28,800	1	-
f)	Substitutes	14,976	7	34,114	7	49,125	6	25,000	8	-
g)	Other	14,300	49	163,708	45	155,111	49	257,979	51	-
<b>Other Employer Costs (9)</b>										
h)	Health Insurance (10)	94,572		213,476		255,428		340,039		
i)	Pension (11)	93,172		169,133		202,800		277,388		
j)	FICA (11)	64,283		94,740		98,739		121,135		
k)	Medicare (11)	15,034		22,157		23,310		26,330		
l)	Worker's Compensation (11)	14,314		21,337		22,446		30,987		
m)	Unemployment Insurance (11)	1,262		1,863		1,961		6,279		
n)	Other Benefits (12)	-		-		-		-		
	<b>SUBTOTAL PERSONNEL</b>	<b>1,334,988</b>		<b>1,972,934</b>		<b>2,245,941</b>		<b>2,757,958</b>		

(8) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

(12) Provide description of benefit items not already accounted for on this page in "i" through "n"

**STATE, LOCAL & LOANS EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Student Support</b>						
a)	Transportation (13)	\$ 325,682	\$ 334,411	\$ 430,290	\$ 455,799	\$ -
b)	Cafeteria (14)	\$ 2,123	\$ -	\$ 2,037	\$ -	\$ -
c)	Extra Curricular	\$ -	\$ 22	\$ 4,338	\$ 1,000	\$ -
d)	Supplies and Materials	\$ 69,313	\$ 48,981	\$ 117,699	\$ 75,279	\$ -
e)	Textbooks	\$ 200,772	\$ 147,619	\$ 37,345	\$ 26,749	\$ -
f)	Computers	\$ 61,605	\$ 20,240	\$ 39,452	\$ 10,332	\$ -
g)	Contracted Services (15)	\$ 100,176	\$ 64,998	\$ 73,540	\$ 113,833	\$ -
h)	Other (16)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL STUDENT SUPPORT</b>	\$ 759,671	\$ 616,271	\$ 704,701	\$ 682,992	\$ -
<b>Operations and Maintenance of Facilities</b>						
i)	Insurance (Property/Liability)	\$ 19,145	\$ 19,524	\$ 16,900	\$ 27,010	\$ -
j)	Rent (17)	\$ 1,241	\$ -	\$ -	\$ -	\$ -
k)	Mortgage (17)	\$ 286,164	\$ 439,604	\$ 545,282	\$ 499,512	\$ -
l)	Utilities	\$ 53,937	\$ 103,253	\$ 90,216	\$ 90,526	\$ -
m)	Maintenance	\$ 137,581	\$ 155,884	\$ 213,149	\$ 141,339	\$ -
n)	Telephone/Communications	\$ 5,723	\$ 6,031	\$ 6,495	\$ 8,240	\$ -
o)	Construction (17)	\$ -	\$ -	\$ -	\$ -	\$ -
p)	Renovation (17)	\$ -	\$ -	\$ -	\$ -	\$ -
q)	Other (18)	\$ -	\$ 69,324	\$ 179,148	\$ 63,600	\$ -
	<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>	\$ 483,791	\$ 793,621	\$ 1,051,190	\$ 830,227	\$ -

- (13) Provide details of how amount calculated and in include intended transportation contract if available
- (14) Provide details of how amount calculated and include intended food service contract if available
- (15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
- (16) Itemize all other student support not already accounted for on this page in "a" through "g"
- (17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
- (18) Identify and itemize all not previously accounted for on this page in "i" through "p"

## STATE, LOCAL &amp; LOANS EXPENSES (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Administrative/Operations Support (19)					
Equipment Lease/Maintenance	9,306	9,485	14,513	71,541	
Equipment Purchase	201,553	-	-	28,920	
Supplies and Materials	-	-	-	29,520	
Printing and Copying	-	-	-	-	
Postage and Shipping	935	2,109	2,728	3,500	
Other (20)	21,757	39,984	40,838	42,873	
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>	<b>233,641</b>	<b>51,578</b>	<b>58,079</b>	<b>174,354</b>	
Management Company (21)					
Fees	7,356	-	-	-	
Salaries/Other Employee Costs	-	-	-	-	
Curriculum	-	-	-	-	
Accounting and Payroll	-	-	-	-	
Other (22)	-	-	-	-	
<b>SUBTOTAL MANAGEMENT COMPANY</b>	<b>7,356</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Contingency Reserve (23)</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 101,000</b>	<b>\$</b>
<b>Contingency Minimum Check</b>	<b>\$ 65,063</b>	<b>\$ 74,432</b>	<b>\$ 90,441</b>	<b>\$ 92,497</b>	<b>\$</b>

(19) Provide intended contractual arrangements to include costs

(20) Identify and itemize all not previously accounted for on this page in "a" through "e"

(21) Identify and itemize terms of all intended contracts

(22) Identify and itemize all not previously accounted for on this page in "g" through "j"

(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount, provide itemized detail and calculations showing how contingency minimum will be met

STATE, LOCAL & LOANS EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	1,334,988	1,972,934	2,245,941	2,757,958	
Student Support	759,671	616,271	704,701	682,982	
Operations and Maintenance of Facilities	483,791	793,621	-	830,227	
Administrative/Operations	233,641	51,578	58,079	174,354	
Management Company	7,356	-	-	-	
Contingency Reserve	100,000	100,000	100,000	101,000	
STATE, LOCAL & LOANS TOTAL EXPENSES	2,919,447	3,534,404	3,108,721	4,546,531	

STATE, LOCAL & LOANS EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
STATE, LOCAL & LOANS TOTAL EXPENSES (from page 4)	2,919,447	3,534,404	3,108,721	4,546,531	
STATE, LOCAL & LOANS TOTAL REVENUE (from page 1)	3,253,162	3,721,589	4,522,042	4,624,855	
DIFFERENCE	333,715	187,186	1,413,321	78,324	

**RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Charter School Federal Funds (2)	\$	92,805	\$	\$	\$	\$
b) Other Federal Funds (3)	\$	41,886	\$	167,263	167,909	173,306
<b>FEDERAL TOTAL REVENUE</b>	<b>\$</b>	<b>134,691</b>	<b>\$</b>	<b>167,263</b>	<b>\$</b>	<b>173,306</b>

**(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school**

(2) Charter School Federal Funds are federal start-up and/or dissemination funds

(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list



**FEDERAL EXPENSES  
OPERATING YEARS**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Personnel Salaries (8)</b>						
a) Teachers	\$	-	18,846	84,828	80,577	-
b) Principal/Administrative	\$	-	-	3,000	-	-
c) Nurse	\$	-	-	-	-	-
d) Clerical	\$	-	-	2,500	-	-
e) Custodial	\$	-	-	-	-	-
f) Substitutes	\$	-	1,415	2,140	-	-
g) Other	\$	-	-	12,618	14,193	-
		0	0	3	1	0
<b>Other Employer Costs (9)</b>						
h) Health Insurance (10)	\$	-	1,195	7,930	9,805	-
i) Pension (11)	\$	-	2,334	13,539	14,235	-
j) FICA (11)	\$	-	1,323	5,573	5,876	-
k) Medicare (11)	\$	-	310	1,085	1,374	-
l) Worker's Compensation (11)	\$	-	294	1,035	1,640	-
m) Unemployment Insurance (11)	\$	-	28	91	161	-
n) Other Benefits (12)	\$	-	-	-	-	-
<b>SUBTOTAL PERSONNEL</b>	\$	-	25,743	114,440	127,861	-

- (8) Provide detail showing how personnel salary amounts and FTE are calculated
- (9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
- (10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
- (11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
- (12) Provide description of benefit items not already accounted for on this page in "h" through "m"

**FEDERAL EXPENSES (continued)**  
**OPERATING YEARS**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Student Support</b>						
a)	Transportation (13)	\$	\$	\$	\$	\$
b)	Cafeteria (14)	-	3,080	-	-	-
c)	Extra Curricular	2,872	-	454	-	-
d)	Supplies and Materials	14,061	48,355	11,597	14,251	-
e)	Textbooks	26,778	-	-	-	-
f)	Computers	16,759	7,672	1,318	8,668	-
g)	Contracted Services (15)	575	42,075	1,270	-	-
h)	Other (16)	-	-	-	-	-
	<b>SUBTOTAL STUDENT SUPPORT</b>	<b>\$ 61,044</b>	<b>\$ 101,182</b>	<b>\$ 14,638</b>	<b>\$ 22,919</b>	<b>\$ -</b>
<b>Operations and Maintenance of Facilities</b>						
i)	Insurance (Property/Liability)	-	-	-	-	-
j)	Rent (17)	-	-	-	-	-
k)	Mortgage (17)	-	-	-	-	-
l)	Utilities	-	-	-	-	-
m)	Maintenance	-	-	-	-	-
n)	Telephone/Communications	1,009	-	-	-	-
o)	Construction (17)	-	-	-	-	-
p)	Renovation (17)	-	-	-	-	-
q)	Other (18)	-	-	-	-	-
	<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>	<b>\$ 1,009</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

**FEDERAL EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Administrative/Operations Support (19)</b>						
a)	Equipment Lease/Maintenance	-	-	-	-	-
b)	Equipment Purchase	-	-	-	-	-
c)	Supplies and Materials	-	-	-	-	-
d)	Printing and Copying	874	-	-	-	-
e)	Postage and Shipping	225	-	-	-	-
f)	Other (20)	-	19,338	20,331	22,245	-
	<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>	<b>1,099</b>	<b>19,338</b>	<b>20,331</b>	<b>22,245</b>	<b>-</b>
<b>Management Company (21)</b>						
g)	Fees	9,419	-	-	-	-
h)	Salaries/Other Employee Costs	-	-	-	-	-
i)	Curriculum	-	-	-	-	-
j)	Accounting and Payroll	-	-	-	-	-
k)	Other (22)	-	-	-	-	-
	<b>SUBTOTAL MANAGEMENT COMPANY</b>	<b>9,419</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Contingency Reserve (23)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	<b>Contingency Minimum Check</b>	<b>2,698</b>	<b>2,925</b>	<b>3,358</b>	<b>3,466</b>	<b>-</b>

- (19) Provide intended contractual arrangements to include costs
- (20) Identify and itemize all not previously accounted for on this page in "a" through "e"
- (21) Identify and itemize terms of all intended contracts
- (22) Identify and itemize all not previously accounted for on this page in "g" through "j"
- (23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year, if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

FEDERAL EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	\$ -	\$ 25,743	\$ 114,440	\$ 127,861	\$ -
Student Support	\$ 61,044	\$ 101,162	\$ 14,638	\$ 22,919	\$ -
Operations and Maintenance of Facilities	\$ 1,009	\$ -	\$ -	\$ -	\$ -
Administrative/Operations	\$ 1,099	\$ 19,338	\$ 20,331	\$ 22,245	\$ -
Management Company	\$ 9,419	\$ -	\$ -	\$ -	\$ -
Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
FEDERAL TOTAL EXPENSES	\$ 72,571	\$ 146,263	\$ 149,409	\$ 173,025	\$ -

FEDERAL EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
FEDERAL TOTAL EXPENSES (from page 4)	\$ 72,571	\$ 146,263	\$ 149,409	\$ 173,025	\$ -
FEDERAL TOTAL REVENUE (from page 1)	\$ 134,891	\$ 146,263	\$ 167,909	\$ 173,306	\$ -
DIFFERENCE	\$ 62,320	\$ 0	\$ 18,500	\$ 281	\$ -

**RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		OTHER REVENUE				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Other (7)	\$	27,075	239,538	250,079	238,593	-
OTHER TOTAL REVENUE	\$	27,075	239,538	250,079	238,593	-

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(7) Must include specifics of definition and terms of other resources not already accounted for on other revenue pages "State Local & Loans" and "Federal"

**OTHER EXPENSES  
OPERATING YEARS**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
		FTE	FTE	FTE	FTE	FTE
<b>Personnel Salaries (8)</b>						
a)	Teachers	\$		3,770		
b)	Principal/Administrative	\$	115,596			
c)	Nurse	\$				
d)	Clerical	\$				
e)	Custodial	\$				
f)	Substitutes	\$	135	70		
g)	Other	\$	403	3,150		
		0	0	0	0	0
<b>Other Employer Costs (9)</b>						
h)	Health Insurance (10)	\$				
i)	Pension (11)	\$	16	500		
j)	FICA (11)	\$	33	428		
k)	Medicare (11)	\$	8	100		
l)	Worker's Compensation (11)	\$	7	95		
m)	Unemployment Insurance (11)	\$	1	8		
n)	Other Benefits (12)	\$				
<b>SUBTOTAL PERSONNEL</b>		\$	116,198	9,121		

(8) Provide detail showing how personnel salary amounts and FTE are calculated  
 (9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries  
 (10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants  
 (11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance  
 (12) Provide description of benefit items not already accounted for on this page in "n" through "m"

**OTHER EXPENSES (continued)**  
**OPERATING YEARS**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
<b>Student Support</b>					
a) Transportation (13) \$		210	270		
b) Cafeteria (14) \$	7,122	139,474	156,091	159,750	
c) Extra Curricular \$	-	1,515	9,962	19,200	
d) Supplies and Materials \$	25,059	34,280	47,576	11,960	
e) Textbooks \$	149	-	-	-	
f) Computers \$	162,514	27,712	5,743	-	
g) Contracted Services (15) \$	25,000	9,433	19,000	-	
h) Other (16) \$	-	-	-	-	
<b>SUBTOTAL STUDENT SUPPORT</b>	<b>219,844</b>	<b>212,824</b>	<b>238,642</b>	<b>190,910</b>	
<b>Operations and Maintenance of Facilities</b>					
i) Insurance (Property/Liability) \$	-	-	-	-	
j) Rent (17) \$	-	-	-	-	
k) Mortgage (17) \$	279	19,933	-	-	
l) Utilities \$	-	-	-	-	
m) Maintenance \$	374	13,832	1,138	-	
n) Telephone/Communications \$	-	-	-	-	
o) Construction (17) \$	-	-	-	-	
p) Renovation (17) \$	-	-	42,981	-	
q) Other (18) \$	-	-	-	-	
<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>	<b>653</b>	<b>33,765</b>	<b>44,119</b>	<b>-</b>	

- (13) Provide details of how amount calculated and in include intended transportation contract if available
- (14) Provide details of how amount calculated and include intended food service contract if available
- (15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
- (16) Itemize all other student support not already accounted for on this page in "a" through "g"
- (17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
- (18) Identify and itemize all not previously accounted for on this page in "i" through "p"

**OTHER EXPENSES (continued)**  
**OPERATING YEARS**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
<b>Administrative/Operations Support (19)</b>					
Equipment Lease/Maintenance	\$ -	\$ -	\$ 8,209	\$ -	\$ -
Equipment Purchase	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Printing and Copying	\$ -	\$ -	\$ -	\$ -	\$ -
Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ -
Other (20)	\$ 270	\$ 1,170	\$ 3,236	\$ -	\$ -
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>	<b>\$ 270</b>	<b>\$ 1,170</b>	<b>\$ 11,444</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Management Company (21)</b>					
Fees	\$ 2,162	\$ -	\$ -	\$ -	\$ -
Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL MANAGEMENT COMPANY</b>	<b>\$ 2,162</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Reserve (23)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Minimum Check</b>	<b>\$ 542</b>	<b>\$ 4,791</b>	<b>\$ 5,002</b>	<b>\$ 4,772</b>	<b>\$ -</b>

- (19) Provide intended contractual arrangements to include costs  
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"  
(21) Identify and itemize terms of all intended contracts  
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"  
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met



OTHER EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel \$	-	116,198	8,121	-	-
Student Support \$	219,844	212,624	238,642	190,910	-
Operations and Maintenance of Facilities \$	653	33,765	44,119	-	-
Administrative/Operations \$	270	1,170	11,444	-	-
Management Company \$	2,162	-	-	-	-
Contingency Reserve \$	-	-	-	-	-
OTHER TOTAL EXPENSES \$	222,929	353,756	302,327	190,910	-

OTHER EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
OTHER TOTAL EXPENSES (from page 4)	222,929	353,756	302,327	190,910	-
OTHER TOTAL REVENUE (from page 1)	27,075	239,538	250,079	238,583	-
DIFFERENCE	(195,854)	(124,218)	(52,248)	47,683	-

**SUMMARY FOR RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

REVENUE SUMMARY		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	\$	2,409,455	\$ 2,762,268	\$ 3,521,247	\$ 3,547,169	\$ -
b) School District Local Fund Transfers	\$	559,651	\$ 672,296	\$ 1,000,795	\$ 1,077,686	\$ -
c) Charter School Federal Funds (2)	\$	92,905	\$ -	\$ -	\$ -	\$ -
d) Other Federal Funds (3)	\$	41,986	\$ 146,263	\$ 167,909	\$ 173,306	\$ -
e) Construction Loans (4)	\$	-	\$ -	\$ -	\$ -	\$ -
f) Equipment Loans (5)	\$	284,156	\$ 70,000	\$ -	\$ -	\$ -
g) Other Loans (6)	\$	-	\$ 197,025	\$ -	\$ -	\$ -
h) Other (7)	\$	27,075	\$ 239,538	\$ 250,079	\$ 238,593	\$ -
<b>TOTAL REVENUE</b>	<b>\$</b>	<b>3,415,128</b>	<b>\$ 4,107,390</b>	<b>\$ 4,940,030</b>	<b>\$ 5,036,754</b>	<b>\$ -</b>

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(2) Charter School Federal Funds are federal start-up and/or dissemination funds

(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list

(4) Include estimated terms and appropriate amortization schedule

(5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)

(6) Include estimated terms and definition of resource

(7) Must include specifics of definition and terms of other resources not already accounted for on this page in "a" through "g"

EXPENSE SUMMARY										
OPERATING YEARS										
		YEAR 1	FTE	YEAR 2	FTE	YEAR 3	FTE	YEAR 4	FTE	YEAR 5
		\$		\$		\$		\$		\$
<b>Personnel Salaries (8)</b>										
a)	Teachers	\$ 755,275	31	\$ 1,007,136	29	\$ 1,113,325	35	\$ 1,273,490	35	\$ -
b)	Principal/Administrative	\$ 187,800	4	\$ 198,732	4	\$ 200,615	5	\$ 325,000	5	\$ -
c)	Nurse	\$ 30,000	1	\$ 30,254	1	\$ 38,200	1	\$ 41,000	1	\$ -
d)	Clerical	\$ 35,000	5	\$ 107,251	3	\$ 129,746	3	\$ 83,098	3	\$ -
e)	Custodial	\$ 15,000	1	\$ 43,456	1	\$ 28,313	1	\$ 28,800	1	\$ -
f)	Substitutes	\$ 14,875	0	\$ 35,664	0	\$ 51,335	0	\$ 25,000	0	\$ -
g)	Other	\$ 14,300	7	\$ 164,111	7	\$ 170,879	7	\$ 272,172	9	\$ -
			49		45		52		54	
<b>Other Employer Costs (9)</b>										
h)	Health Insurance (10)	\$ 94,572		\$ 214,571		\$ 263,358		\$ 349,844		\$ -
i)	Pension (11)	\$ 83,172		\$ 171,483		\$ 216,839		\$ 291,633		\$ -
j)	FICA (11)	\$ 64,283		\$ 86,086		\$ 104,740		\$ 127,011		\$ -
k)	Medicare (11)	\$ 15,034		\$ 22,474		\$ 24,496		\$ 28,704		\$ -
l)	Worker's Compensation (11)	\$ 14,314		\$ 21,638		\$ 23,576		\$ 32,627		\$ -
m)	Unemployment Insurance (11)	\$ 1,262		\$ 1,909		\$ 2,081		\$ 6,440		\$ -
n)	Other Benefits (12)	\$ -		\$ -		\$ -		\$ -		\$ -
		\$ 1,334,988		\$ 2,114,875		\$ 2,388,502		\$ 2,885,819		\$ -
<b>SUBTOTAL PERSONNEL</b>										

- (8) Provide detail showing how personnel salary amounts and FTE are calculated
- (9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
- (10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
- (11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
- (12) Provide description of benefit items not already accounted for on this page in "h" through "m"

## EXPENSE SUMMARY (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Student Support</b>						
a)	Transportation (13)	\$ 325,682	\$ 337,701	\$ 430,560	\$ 455,799	\$ -
b)	Cafeteria (14)	9,245	139,474	158,128	159,750	-
c)	Extra Curricular	2,872	1,537	14,754	20,200	-
d)	Supplies and Materials	108,433	131,616	176,872	101,490	-
e)	Textbooks	227,699	147,619	37,345	26,749	-
f)	Computers	240,878	55,623	46,513	19,000	-
g)	Contracted Services (15)	125,751	116,506	93,810	113,833	-
h)	Other (16)	-	-	-	-	-
<b>SUBTOTAL STUDENT SUPPORT</b>		<b>1,040,559</b>	<b>930,076</b>	<b>957,981</b>	<b>886,821</b>	<b>-</b>
<b>Operations and Maintenance of Facilities</b>						
i)	Insurance (Property/Liability)	19,145	19,524	16,900	27,010	-
j)	Rent (17)	1,241	-	-	-	-
k)	Mortgage (17)	266,443	458,537	545,282	499,512	-
l)	Utilities	53,937	103,253	90,216	90,526	-
m)	Maintenance	137,955	169,716	214,287	141,339	-
n)	Telephone/Communications	6,732	6,031	6,495	8,240	-
o)	Construction (17)	-	-	-	-	-
p)	Renovation (17)	-	-	42,981	-	-
q)	Other (18)	-	69,324	179,148	63,800	-
<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>		<b>485,453</b>	<b>827,385</b>	<b>1,095,309</b>	<b>830,227</b>	<b>-</b>

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

**EXPENSE SUMMARY (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Administrative/Operations Support (19)</b>						
a)	Equipment Lease/Maintenance	\$ 9,398	\$ 9,485	\$ 22,722	\$ 71,541	\$ -
b)	Equipment Purchase	\$ 201,553	\$ -	\$ -	\$ 26,920	\$ -
c)	Supplies and Materials	\$ -	\$ -	\$ -	\$ 29,520	\$ -
d)	Printing and Copying	\$ 874	\$ -	\$ -	\$ -	\$ -
e)	Postage and Shipping	\$ 1,160	\$ 2,109	\$ 2,728	\$ 3,500	\$ -
f)	Other (20)	\$ 22,027	\$ 60,492	\$ 84,405	\$ 65,118	\$ -
	<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>	\$ 235,010	\$ 72,086	\$ 89,854	\$ 196,599	\$ -
<b>Management Company (21)</b>						
g)	Fees	\$ 18,937	\$ -	\$ -	\$ -	\$ -
h)	Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
i)	Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTAL MANAGEMENT COMPANY</b>	\$ 18,937	\$ -	\$ -	\$ -	\$ -
<b>Contingency Reserve (23)</b>		\$ 100,000	\$ 100,000	\$ 100,000	\$ 101,000	\$ -
	<b>Contingency Minimum Check</b>	\$ 68,303	\$ 82,148	\$ 98,801	\$ 100,795	\$ -

- (19) Provide intended contractual arrangements to include costs  
 (20) Identify and itemize all not previously accounted for on this page in "a" through "e"  
 (21) Identify and itemize terms of all intended contracts  
 (22) Identify and itemize all not previously accounted for on this page in "g" through "j"  
 (23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

EXPENSE SUMMARY SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	1,334,988	2,114,875	2,368,502	2,885,819	-
Student Support	1,040,559	930,076	957,981	896,821	-
Operations and Maintenance of Facilities	485,453	827,385	1,095,309	830,227	-
Administrative/Operations	235,010	72,086	89,854	196,599	-
Management Company	18,937	-	-	-	-
Contingency Reserve	100,000	100,000	100,000	101,000	-
GRAND TOTAL ALL EXPENSES	3,214,947	4,044,422	4,611,647	4,910,466	-

EXPENSE AND REVENUE SUMMARY					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
EXPENSE SUMMARY	3,214,947	4,044,422	4,611,647	4,910,466	-
REVENUE SUMMARY	3,415,128	4,107,390	4,940,030	5,036,754	-
DIFFERENCE	200,181	62,968	328,383	126,288	-

# ATTACHMENT S

**RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		<b>STATE, LOCAL &amp; LOANS REVENUE</b>				
		<b>OPERATING YEARS</b>				
		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
a) State Appropriations	\$	3,547,169	\$ 3,547,169	\$ 3,547,169	\$ 3,547,169	\$ 3,547,169
b) School District Local Fund Transfers	\$	1,077,686	\$ 1,077,686	\$ 1,077,686	\$ 1,077,686	\$ 1,077,686
c) Construction Loans (4)	\$	-	\$ -	\$ -	\$ -	\$ -
d) Equipment Loans (5)	\$	-	\$ -	\$ -	\$ -	\$ -
e) Other Loans (6)	\$	-	\$ -	\$ -	\$ -	\$ -
<b>STATE LOCAL &amp; LOANS REVENUE</b>	<b>\$</b>	<b>4,624,855</b>	<b>\$ 4,624,855</b>	<b>\$ 4,624,855</b>	<b>\$ 4,624,855</b>	<b>\$ 4,624,855</b>

- (1) Refer to the instructions that pertain to the application packet for approval to renew a charter school  
 (4) Include estimated terms and appropriate amortization schedule  
 (5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)  
 (6) Include estimated terms and definition of resource



**STATE, LOCAL & LOANS EXPENSES  
OPERATING YEARS**

Personal Salaries (8)		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE
a)	Teachers	\$ 1,192,913	33	\$ 1,192,913	33	\$ 1,192,913	33	\$ 1,192,913	33	\$ 1,192,913	33
b)	Principal/Administrative	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5
c)	Nurse	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1
d)	Clerical	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3
e)	Custodial	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1
f)	Substitutes	\$ 25,000	1	\$ 25,000	1	\$ 25,000	1	\$ 25,000	1	\$ 25,000	1
g)	Other	\$ 257,979	8	\$ 257,979	8	\$ 257,979	8	\$ 257,979	8	\$ 257,979	8
<b>Other Employer Costs (9)</b>			51		51		51		51		51
h)	Health Insurance (10)	\$ 340,039		\$ 340,039		\$ 340,039		\$ 340,039		\$ 340,039	
i)	Pension (11)	\$ 277,398		\$ 277,398		\$ 277,398		\$ 277,398		\$ 277,398	
j)	FICA (11)	\$ 121,135		\$ 121,135		\$ 121,135		\$ 121,135		\$ 121,135	
k)	Medicare (11)	\$ 28,330		\$ 28,330		\$ 28,330		\$ 28,330		\$ 28,330	
l)	Worker's Compensation (11)	\$ 30,987		\$ 30,987		\$ 30,987		\$ 30,987		\$ 30,987	
m)	Unemployment Insurance (11)	\$ 6,279		\$ 6,279		\$ 6,279		\$ 6,279		\$ 6,279	
n)	Other Benefits (12)	\$ -		\$ -		\$ -		\$ -		\$ -	
<b>SUBTOTAL PERSONNEL</b>		\$ 2,757,958		\$ 2,757,958		\$ 2,757,958		\$ 2,757,958		\$ 2,757,958	

- (8) Provide detail showing how personnel salary amounts and FTE are calculated
- (9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
- (10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
- (11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
- (12) Provide description of benefit items not already accounted for on this page in "r" through "n"

**STATE LOCAL & LOANS EXPENSES (continued)**  
**OPERATING YEARS**

Student Support		YEAR				
		1	2	3	4	5
a)	Transportation (13)	\$ 455,799	\$ 455,799	\$ 455,799	\$ 455,799	\$ 455,799
b)	Cafeteria (14)	-	-	-	-	-
c)	Extra Curricular	1,000	1,000	1,000	1,000	1,000
d)	Supplies and Materials	75,279	75,279	75,279	75,279	75,279
e)	Textbooks	26,749	26,749	26,749	26,749	26,749
f)	Computers	10,332	10,332	10,332	10,332	10,332
g)	Contracted Services (15)	113,833	113,833	113,833	113,833	113,833
h)	Other (16)	-	-	-	-	-
<b>SUBTOTAL STUDENT SUPPORT</b>		<b>\$ 682,992</b>	<b>\$ 682,992</b>	<b>\$ 682,992</b>	<b>\$ 682,992</b>	<b>\$ 682,992</b>
<b>Operations and Maintenance of Facilities</b>						
i)	Insurance (Property/Liability)	27,010	27,010	27,010	27,010	27,010
j)	Rent (17)	-	-	-	-	-
k)	Mortgage (17)	499,512	499,512	499,512	499,512	499,512
l)	Utilities	90,526	90,526	90,526	90,526	90,526
m)	Maintenance	141,339	141,339	141,339	141,339	141,339
n)	Telephone/Communications	8,240	8,240	8,240	8,240	8,240
o)	Construction (17)	-	-	-	-	-
p)	Renovation (17)	-	-	-	-	-
q)	Other (18)	63,600	63,600	63,600	63,600	63,600
<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>		<b>\$ 830,227</b>	<b>\$ 830,227</b>	<b>\$ 830,227</b>	<b>\$ 830,227</b>	<b>\$ 830,227</b>

- (13) Provide details of how amount calculated and in include intended transportation contract if available  
 (14) Provide details of how amount calculated and include intended food service contract if available  
 (15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)  
 (16) Itemize all other student support not already accounted for on this page in "a" through "g"  
 (17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion  
 (18) Identify and itemize all not previously accounted for on this page in "i" through "p"

**STATE, LOCAL & LOANS EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Administrative/Operations Support (19)</b>						
a)	Equipment Lease/Maintenance	\$ 71,541	\$ 71,541	\$ 71,541	\$ 71,541	\$ 71,541
b)	Equipment Purchase	\$ 26,920	\$ 26,920	\$ 26,920	\$ 26,920	\$ 26,920
c)	Supplies and Materials	\$ 29,520	\$ 29,520	\$ 29,520	\$ 29,520	\$ 29,520
d)	Printing and Copying	\$ -	\$ -	\$ -	\$ -	\$ -
e)	Postage and Shipping	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
f)	Other (20)	\$ 42,873	\$ 42,873	\$ 42,873	\$ 42,873	\$ 42,873
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>		<b>\$ 174,354</b>	<b>\$ 174,354</b>	<b>\$ 174,354</b>	<b>\$ 174,354</b>	<b>\$ 174,354</b>
<b>Management Company (21)</b>						
g)	Fees	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
i)	Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL MANAGEMENT COMPANY</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Reserve (23)</b>		<b>\$ 101,000</b>	<b>\$ 101,000</b>	<b>\$ 101,000</b>	<b>\$ 101,000</b>	<b>\$ 101,000</b>
<b>Contingency Minimum Check</b>		<b>\$ 92,497</b>	<b>\$ 92,497</b>	<b>\$ 92,497</b>	<b>\$ 92,497</b>	<b>\$ 92,497</b>

- (19) Provide intended contractual arrangements to include costs  
 (20) Identify and itemize all not previously accounted for on this page in "a" through "e"  
 (21) Identify and itemize terms of all intended contracts  
 (22) Identify and itemize all not previously accounted for on this page in "g" through "j"  
 (23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount, provide itemized detail and calculations showing how contingency minimum will be met

STATE, LOCAL & LOANS EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	2,757,958	2,757,958	2,757,958	2,757,958	2,757,958
Student Support	682,992	682,992	682,992	682,992	682,992
Operations and Maintenance of Facilities	830,227	830,227	-	830,227	830,227
Administrative/Operations	174,354	174,354	174,354	174,354	174,354
Management Company	-	-	-	-	-
Contingency Reserve	101,000	101,000	101,000	101,000	101,000
STATE, LOCAL & LOANS TOTAL EXPENSES	4,546,531	4,546,531	3,716,304	4,546,531	4,546,531

STATE, LOCAL & LOANS EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
STATE, LOCAL & LOANS TOTAL EXPENSES (from page 4)	4,546,531	4,546,531	3,716,304	4,546,531	4,546,531
STATE, LOCAL & LOANS TOTAL REVENUE (from page 1)	4,624,855	4,624,855	4,624,855	4,624,855	4,624,855
DIFFERENCE	78,324	78,324	908,551	78,324	78,324

**RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		FEDERAL REVENUE				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Charter School Federal Funds (2)	\$	-	\$	-	\$	-
b) Other Federal Funds (3)	\$	173,306	\$ 173,306	\$ 173,306	\$ 173,306	\$ 173,306
<b>FEDERAL TOTAL REVENUE</b>	<b>\$</b>	<b>173,306</b>	<b>\$ 173,306</b>	<b>\$ 173,306</b>	<b>\$ 173,306</b>	<b>\$ 173,306</b>

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(2) Charter School Federal Funds are federal start-up and/or dissemination funds

(3) Other Federal Funds include but are not limited to Title I through Title VI; contact the Education Associate for Federal Funds for a current and complete list

		OPERATING YEARS									
		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE
a)	Personnel Salaries (8)										
b)	Teachers	\$ 80,577	2	\$ -	2	\$ 80,577	2	\$ 80,577	2	\$ 80,577	2
c)	Principal/Administrative	-	-	-	-	-	-	-	-	-	-
d)	Nurse	-	-	-	-	-	-	-	-	-	-
e)	Clerical	-	-	-	-	-	-	-	-	-	-
f)	Custodial	-	-	-	-	-	-	-	-	-	-
g)	Substitutes	-	-	-	-	-	-	-	-	-	-
	Other	14,193	1	14,193	1	14,193	1	14,193	1	14,193	1
			3		3		3		3		3
h)	Other Employer Costs (9)										
i)	Health Insurance (10)	9,805		9,805		9,805		9,805		9,805	
j)	Pension (11)	14,235		14,235		14,235		14,235		14,235	
k)	FICA (11)	5,876		5,876		5,876		5,876		5,876	
l)	Medicare (11)	1,374		1,374		1,374		1,374		1,374	
m)	Worker's Compensation (11)	1,640		1,640		1,640		1,640		1,640	
n)	Unemployment Insurance (11)	161		161		161		161		161	
	Other Benefits (12)	-		-		-		-		-	
		127,861		127,861		127,861		127,861		127,861	
	SUBTOTAL PERSONNEL	\$		\$		\$		\$		\$	

**(8) Provide detail showing how personnel salary amounts and FTE are calculated**

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

**FEDERAL EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Student Support</b>						
a)	Transportation (13)	\$ -	\$ -	\$ -	\$ -	\$ -
b)	Cafeteria (14)	\$ -	\$ -	\$ -	\$ -	\$ -
c)	Extra Curricular	\$ -	\$ -	\$ -	\$ -	\$ -
d)	Supplies and Materials	\$ 14,251	\$ 14,251	\$ 14,251	\$ 14,251	\$ 14,251
e)	Textbooks	\$ -	\$ -	\$ -	\$ -	\$ -
f)	Computers	\$ 8,668	\$ 8,668	\$ 8,668	\$ 8,668	\$ 8,668
g)	Contracted Services (15)	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Other (16)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL STUDENT SUPPORT</b>		\$ 22,919	\$ 22,919	\$ 22,919	\$ 22,919	\$ 22,919
<b>Operations and Maintenance of Facilities</b>						
i)	Insurance (Property/Liability)	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Rent (17)	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Mortgage (17)	\$ -	\$ -	\$ -	\$ -	\$ -
l)	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
m)	Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
n)	Telephone/Communications	\$ -	\$ -	\$ -	\$ -	\$ -
o)	Construction (17)	\$ -	\$ -	\$ -	\$ -	\$ -
p)	Renovation (17)	\$ -	\$ -	\$ -	\$ -	\$ -
q)	Other (18)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES</b>		\$ -	\$ -	\$ -	\$ -	\$ -

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

**FEDERAL EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
<b>Administrative/Operations Support (19)</b>						
a)	Equipment Lease/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
b)	Equipment Purchase	\$ -	\$ -	\$ -	\$ -	\$ -
c)	Supplies and Materials	\$ -	\$ -	\$ -	\$ -	\$ -
d)	Printing and Copying	\$ -	\$ -	\$ -	\$ -	\$ -
e)	Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ -
f)	Other (20)	\$ 22,245	\$ 22,245	\$ 22,245	\$ 22,245	\$ 22,245
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>		<b>\$ 22,245</b>	<b>\$ 22,245</b>	<b>\$ 22,245</b>	<b>\$ 22,245</b>	<b>\$ 22,245</b>
<b>Management Company (21)</b>						
g)	Fees	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
i)	Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL MANAGEMENT COMPANY</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Reserve (23)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Minimum Check</b>		<b>\$ 3,466</b>	<b>\$ 3,466</b>	<b>\$ 3,466</b>	<b>\$ 3,466</b>	<b>\$ 3,466</b>

- (19) Provide intended contractual arrangements to include costs  
 (20) Identify and itemize all not previously accounted for on this page in "a" through "e"  
 (21) Identify and itemize terms of all intended contracts  
 (22) Identify and itemize all not previously accounted for on this page in "g" through "j"  
 (23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount, provide itemized detail and calculations showing how contingency minimum will be met



FEDERAL EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	\$ 127,861	\$ 127,861	\$ 127,861	\$ 127,861	\$ 127,861
Student Support	\$ 22,919	\$ 22,919	\$ 22,919	\$ 22,919	\$ 22,919
Operations and Maintenance of Facilities	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative/Operations	\$ 22,245	\$ 22,245	\$ 22,245	\$ 22,245	\$ 22,245
Management Company	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
FEDERAL TOTAL EXPENSES	\$ 173,025	\$ 173,025	\$ 173,025	\$ 173,025	\$ 173,025

FEDERAL EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
FEDERAL TOTAL EXPENSES (from page 4)	\$ 173,025	\$ 173,025	\$ 173,025	\$ 173,025	\$ 173,025
FEDERAL TOTAL REVENUE (from page 1)	\$ 173,306	\$ 173,306	\$ 173,306	\$ 173,306	\$ 173,306
DIFFERENCE	\$ 281	\$ 281	\$ 281	\$ 281	\$ 281

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

		OTHER REVENUE				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Other (7)	\$	238,593	\$ 238,593	\$ 238,593	\$ 238,593	\$ 238,593
OTHER TOTAL REVENUE	\$	238,593	\$ 238,593	\$ 238,593	\$ 238,593	\$ 238,593

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(7) Must include specifics of definition and terms of other resources not already accounted for on other revenue pages "State Local & Loans" and "Federal"

**OTHER EXPENSES  
OPERATING YEARS**

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE
<b>Personnel Salaries (8)</b>											
a)	Teachers \$										
b)	Principal/Administrative \$										
c)	Nurse \$										
d)	Clerical \$										
e)	Custodial \$										
f)	Substitutes \$										
g)	Other \$										
<b>Other Employer Costs (9)</b>											
h)	Health Insurance (10) \$										
i)	Pension (11) \$										
j)	FICA (11) \$										
k)	Medicare (11) \$										
l)	Worker's Compensation (11) \$										
m)	Unemployment Insurance (11) \$										
n)	Other Benefits (12) \$										
<b>SUBTOTAL PERSONNEL</b>		\$		\$		\$		\$		\$	

(8) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

OTHER EXPENSES (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
Student Support						
a)	Transportation (13)	\$	\$	\$	\$	\$
b)	Cafeteria (14)	\$	\$	\$	\$	\$
c)	Extra Curricular	\$	\$	\$	\$	\$
d)	Supplies and Materials	\$	\$	\$	\$	\$
e)	Textbooks	\$	\$	\$	\$	\$
f)	Computers	\$	\$	\$	\$	\$
g)	Contracted Services (15)	\$	\$	\$	\$	\$
h)	Other (16)	\$	\$	\$	\$	\$
SUBTOTAL STUDENT SUPPORT		\$	\$	\$	\$	\$
Operations and Maintenance of Facilities						
i)	Insurance (Property/Liability)	\$	\$	\$	\$	\$
j)	Rent (17)	\$	\$	\$	\$	\$
k)	Mortgage (17)	\$	\$	\$	\$	\$
l)	Utilities	\$	\$	\$	\$	\$
m)	Maintenance	\$	\$	\$	\$	\$
n)	Telephone/Communications	\$	\$	\$	\$	\$
o)	Construction (17)	\$	\$	\$	\$	\$
p)	Renovation (17)	\$	\$	\$	\$	\$
q)	Other (16)	\$	\$	\$	\$	\$
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES		\$	\$	\$	\$	\$

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "q"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "r" through "p"

**OTHER EXPENSES (continued)**

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
Administrative/Operations Support (19)						
a)	Equipment Lease/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
b)	Equipment Purchase	\$ -	\$ -	\$ -	\$ -	\$ -
c)	Supplies and Materials	\$ -	\$ -	\$ -	\$ -	\$ -
d)	Printing and Copying	\$ -	\$ -	\$ -	\$ -	\$ -
e)	Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ -
f)	Other (20)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Management Company (21)						
g)	Fees	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
i)	Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL MANAGEMENT COMPANY</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Reserve (23)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency Minimum Check</b>		<b>\$ 4,772</b>	<b>\$ 4,772</b>	<b>\$ 4,772</b>	<b>\$ 4,772</b>	<b>\$ 4,772</b>

(19) Provide intended contractual arrangements to include costs

(20) Identify and itemize all not previously accounted for on this page in "a" through "e"

(21) Identify and itemize terms of all intended contracts

(22) Identify and itemize all not previously accounted for on this page in "g" through "j"

(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount, provide itemized detail and calculations showing how contingency minimum will be met

OTHER EXPENSES SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel \$	- \$	- \$	- \$	- \$	- \$
Student Support \$	190,910 \$	190,910 \$	190,910 \$	190,910 \$	190,910 \$
Operations and Maintenance of Facilities \$	- \$	- \$	- \$	- \$	- \$
Administrative/Operations \$	- \$	- \$	- \$	- \$	- \$
Management Company \$	- \$	- \$	- \$	- \$	- \$
Contingency Reserve \$	- \$	- \$	- \$	- \$	- \$
OTHER TOTAL EXPENSES	\$ 190,910	\$ 190,910	\$ 190,910	\$ 190,910	\$ 190,910

OTHER EXPENSES AND REVENUE					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
OTHER TOTAL EXPENSES (from page 4)	\$ 190,910	\$ 190,910	\$ 190,910	\$ 190,910	\$ 190,910
OTHER TOTAL REVENUE (from page 1)	\$ 238,593	\$ 238,593	\$ 238,593	\$ 238,593	\$ 238,593
DIFFERENCE	\$ 47,683	\$ 47,683	\$ 47,683	\$ 47,683	\$ 47,683

**SUMMARY FOR RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)**

		<b>REVENUE SUMMARY</b>						
		<b>OPERATING YEARS</b>						
		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>		
a) State Appropriations	\$	3,547,169	\$ 3,547,169	\$ 3,547,169	\$ 3,547,169	\$ 3,547,169		
b) School District Local Fund Transfers	\$	1,077,686	\$ 1,077,686	\$ 1,077,686	\$ 1,077,686	\$ 1,077,686		
c) Charter School Federal Funds (2)	\$	-	-	-	-	-		
d) Other Federal Funds (3)	\$	173,306	\$ 173,306	\$ 173,306	\$ 173,306	\$ 173,306		
e) Construction Loans (4)	\$	-	-	-	-	-		
f) Equipment Loans (5)	\$	-	-	-	-	-		
g) Other Loans (6)	\$	238,593	\$ 238,593	\$ 238,593	\$ 238,593	\$ 238,593		
h) Other (7)	\$	-	-	-	-	-		
<b>TOTAL REVENUE</b>	<b>\$</b>	<b>5,036,754</b>	<b>\$ 5,036,754</b>	<b>\$ 5,036,754</b>	<b>\$ 5,036,754</b>	<b>\$ 5,036,754</b>		

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(2) Charter School Federal Funds are federal start-up and/or dissemination funds

(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list

(4) Include estimated terms and appropriate amortization schedule

(5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)

(6) Include estimated terms and definition of resource

(7) Must include specifics of definition and terms of other resources not already accounted for on this page in "a" through "g"

**EXPENSE SUMMARY  
OPERATING YEARS**

		<b>YEAR 1</b>		<b>YEAR 2</b>		<b>YEAR 3</b>		<b>YEAR 4</b>		<b>YEAR 5</b>	
		\$	FTE	\$	FTE	\$	FTE	\$	FTE	\$	FTE
<b>Personnel Salaries (8)</b>											
a)	Teachers	\$ 1,273,490	35	\$ 1,273,490	35	\$ 1,273,490	35	\$ 1,273,490	35	\$ 1,273,490	35
b)	Principal/Administrative	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5	\$ 325,000	5
c)	Nurse	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1	\$ 41,000	1
d)	Clerical	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3	\$ 83,098	3
e)	Custodial	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1	\$ 28,800	1
f)	Substitutes	\$ 25,000	0	\$ 25,000	0	\$ 25,000	0	\$ 25,000	0	\$ 25,000	0
g)	Other	\$ 272,172	9	\$ 272,172	9	\$ 272,172	9	\$ 272,172	9	\$ 272,172	9
			54		54		54		54		54
<b>Other Employer Costs (9)</b>											
h)	Health Insurance (10)	\$ 349,844		\$ 349,844		\$ 349,844		\$ 349,844		\$ 349,844	
i)	Pension (11)	\$ 291,633		\$ 291,633		\$ 291,633		\$ 291,633		\$ 291,633	
j)	FICA (11)	\$ 127,011		\$ 127,011		\$ 127,011		\$ 127,011		\$ 127,011	
k)	Medicare (11)	\$ 29,704		\$ 29,704		\$ 29,704		\$ 29,704		\$ 29,704	
l)	Worker's Compensation (11)	\$ 32,627		\$ 32,627		\$ 32,627		\$ 32,627		\$ 32,627	
m)	Unemployment Insurance (11)	\$ 6,440		\$ 6,440		\$ 6,440		\$ 6,440		\$ 6,440	
n)	Other Benefits (12)	\$ -		\$ -		\$ -		\$ -		\$ -	
	<b>SUBTOTAL PERSONNEL</b>	\$ 2,885,818		\$ 2,885,818		\$ 2,885,818		\$ 2,885,818		\$ 2,885,818	

- (8) Provide detail showing how personnel salary amounts and FTE are calculated
- (9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
- (10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
- (11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
- (12) Provide description of benefit items not already accounted for on this page in "h" through "m"



## EXPENSE SUMMARY (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
Student Support						
a)	Transportation (13)	\$ 455,799	\$ 455,799	\$ 455,799	\$ 455,799	\$ 455,799
b)	Cafeteria (14)	\$ 159,750	\$ 159,750	\$ 159,750	\$ 159,750	\$ 159,750
c)	Extra Curricular	\$ 20,200	\$ 20,200	\$ 20,200	\$ 20,200	\$ 20,200
d)	Supplies and Materials	\$ 101,490	\$ 101,490	\$ 101,490	\$ 101,490	\$ 101,490
e)	Textbooks	\$ 26,749	\$ 26,749	\$ 26,749	\$ 26,749	\$ 26,749
f)	Computers	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000
g)	Contracted Services (15)	\$ 113,833	\$ 113,833	\$ 113,833	\$ 113,833	\$ 113,833
h)	Other (16)	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL STUDENT SUPPORT		\$ 896,821	\$ 896,821	\$ 896,821	\$ 896,821	\$ 896,821
Operations and Maintenance of Facilities						
i)	Insurance (Property/Liability)	\$ 27,010	\$ 27,010	\$ 27,010	\$ 27,010	\$ 27,010
j)	Rent (17)	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Mortgage (17)	\$ 499,512	\$ 499,512	\$ 499,512	\$ 499,512	\$ 499,512
l)	Utilities	\$ 90,526	\$ 90,526	\$ 90,526	\$ 90,526	\$ 90,526
m)	Maintenance	\$ 141,339	\$ 141,339	\$ 141,339	\$ 141,339	\$ 141,339
n)	Telephone/Communications	\$ 8,240	\$ 8,240	\$ 8,240	\$ 8,240	\$ 8,240
o)	Construction (17)	\$ -	\$ -	\$ -	\$ -	\$ -
p)	Renovation (17)	\$ -	\$ -	\$ -	\$ -	\$ -
q)	Other (18)	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES		\$ 830,227	\$ 830,227	\$ 830,227	\$ 830,227	\$ 830,227

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "r" through "p"

## EXPENSE SUMMARY (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
Administrative/Operations Support (19)						
Equipment Lease/Maintenance	\$	71,541	71,541	71,541	71,541	71,541
Equipment Purchase	\$	26,920	26,920	26,920	26,920	26,920
Supplies and Materials	\$	29,520	29,520	29,520	29,520	29,520
Printing and Copying	\$	-	-	-	-	-
Postage and Shipping	\$	3,500	3,500	3,500	3,500	3,500
Other (20)	\$	65,118	65,118	65,118	65,118	65,118
<b>SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT</b>	<b>\$</b>	<b>196,599</b>	<b>196,599</b>	<b>196,599</b>	<b>196,599</b>	<b>196,599</b>
Management Company (21)						
Fees	\$	-	-	-	-	-
Salaries/Other Employee Costs	\$	-	-	-	-	-
Curriculum	\$	-	-	-	-	-
Accounting and Payroll	\$	-	-	-	-	-
Other (22)	\$	-	-	-	-	-
<b>SUBTOTAL MANAGEMENT COMPANY</b>	<b>\$</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Contingency Reserve (23)</b>	<b>\$</b>	<b>101,000</b>	<b>101,000</b>	<b>101,000</b>	<b>101,000</b>	<b>101,000</b>
<b>Contingency Minimum Check</b>	<b>\$</b>	<b>100,735</b>	<b>100,735</b>	<b>100,735</b>	<b>100,735</b>	<b>100,735</b>

(19) Provide intended contractual arrangements to include costs

(20) Identify and itemize all not previously accounted for on this page in "a" through "e"

(21) Identify and itemize terms of all intended contracts

(22) Identify and itemize all not previously accounted for on this page in "g" through "j"

(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

EXPENSE SUMMARY SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	2,885,819	2,885,819	2,885,819	2,885,819	2,885,819
Student Support	896,821	896,821	896,821	896,821	896,821
Operations and Maintenance of Facilities	830,227	830,227	830,227	830,227	830,227
Administrative/Operations	196,599	196,599	196,599	196,599	196,599
Management Company	-	-	-	-	-
Contingency Reserve	101,000	101,000	101,000	101,000	101,000
GRAND TOTAL ALL EXPENSES	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466

EXPENSE AND REVENUE SUMMARY					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EXPENSE SUMMARY	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466	\$ 4,910,466
REVENUE SUMMARY	\$ 5,036,754	\$ 5,036,754	\$ 5,036,754	\$ 5,036,754	\$ 5,036,754
DIFFERENCE	\$ 126,288	\$ 126,288	\$ 126,288	\$ 126,288	\$ 126,288

# ATTACHMENT T

# *Lehane's* Bus Service, Inc.

TRANSPORTATION SPECIALIST  
Schools - Charters - Shuttle

1705 New Castle Avenue • P.O. Box 349  
New Castle, Delaware 19720-0349  
Phone (302) 328-7100 • Fax (302) 328-7051

## **TRANSPORTATION CONTRACT**

This agreement made and entered into this 18<sup>th</sup> day of August, in the year of 2005 by and between **LEHANE'S BUS SERVICE, INC.**, a Delaware Corporation of New Castle Delaware (hereinafter called the "Contractor"), party of the first part, and the **M. O. T. CHARTER SCHOOL**, a Delaware Corporation of Middletown, Delaware (hereinafter called the "School"), party of the second part:

Whereas, the Contractor is the owner of the school buses hereinafter described, which are constructed and equipped in accordance with the regulations adopted by the Board of Education of the State of Delaware governing the design and operation of all school buses, and

Whereas, the School desires to employ the use of said buses and services of the Contractor for the purpose of transporting school children, and the Contractor has agreed to provide the use of said buses and its services under the terms and conditions set forth.

Now, therefore, it is mutually agreed as follows:

### **A) BUSES:**

The Contractor shall, during the continuance of this agreement and at the Contractor's own cost, provide and use the buses described herein. The School shall approve and use the buses described herein. The School shall approve the description, which shall include the make, year, and the capacity of each bus. The capacity of each bus shall be licensed in accordance with the current weight schedule, which has been approved by the Board of Education of the State of Delaware.

**B) BUS SUBSTITUTION:**

In the event the bus (es) listed and approved herein shall become unfit through any cause whatsoever, the Contractor shall notify the School thereof and shall secure its consent to the permanent substitution(s) of suitable bus (es); provided, however, that any such substitution(s) must be acceptable to the School; and, in the event that approval is not obtained from the School for the permanent substitution of such bus (es), this Contract may, at the option of the School, be immediately terminated. The provisions related to substitution of bus(es) shall not apply to an emergency arising out of a breakdown or accident provided that any school bus is repaired within a reasonable length of time.

**C) TRANSPORTATION OF PUPILS:**

The Contractor shall transport the pupils residing along the routes which shall be outlined by the School to and from the school(s) which fall under the direction of the School on each and every day shown by the official school calendar during the school year 2005/06, and on such time schedules as may be designated by the School, which routes and time schedules the School may from time to time change as provided herein. The Contractor will operate the bus on other days to make up time lost as a result of emergency situations.

In cases of emergency, when it may be necessary for the bus to be operated on a schedule other than the regular daily schedule, the School shall advise the Contractor. The Contractor will then make every effort to secure the drivers and buses to operate the request on a temporary schedule. The term "emergency" as used in this section shall be deemed to include, but not limited to, pressing necessity such as fire, act of God, failure of the school plant for any reason, which would effect the health and welfare of the pupils; necessity for unscheduled school closing due to extreme weather conditions such as but not limited to floods, ice, snow, fog, winds, etc. which may effect the well-being of the pupils, or the community, County, State or National emergency so declared by the properly constituted authority.

The Contractor will pick up and discharge pupils along such route(s) at such points as maybe selected by the School, having in mind the safety and convenience of the pupils.

The School and Contractor agree that this Contract may be modified by mutual agreement from time to time by an addendum or addenda altering or terminating or adding routes or stops for taking on or letting off pupils, or changing time schedules, which may correspondingly increase or decrease compensation, or by making any changes in description of bus (es), or by making any other changes, which addendum or addenda in form attached hereto shall be signed by the School and Contractor.

When it is necessary to provide any additional transportation at the request of the School, which is not anticipated in this agreement, additional compensation may be needed. Both parties will sign additional addendum or addenda and the additional amounts will be added to the regular periodic payments.

**D) TERMS OF AGREEMENT:**

This contract shall be in effect upon signature by representatives of both the Contractor and the School. The expiration date of the contract is June 30, 2006 subject to provisions of paragraph C-4. All cost and payment agreement(s) between the Contract and School will be listed in Addenda to this Contract.

**E) GENERAL CONDITIONS:**

In the performance of the Contract, the Contractor shall observe the following:

The Contractor through Contractors' employees shall take entire charge of all pupils and be responsible and accountable for their welfare and conduct while they are riding on the school bus and while they are boarding or being discharged there from.

The Contractor shall observe such rules and regulations as are or may be adopted by the Board of Education of the State of Delaware governing the design and operation of school buses as provided for in the Delaware Code and as adopted by the School. The Contractor will also comply with the statutes and ordinances of the State of Delaware and each County and Municipally applying to the operation of motor vehicles therein and will observe such rules and regulations as may be adopted by the Board of Education of the State of Delaware and the School for the safety and welfare of the students.

The Contractor will furnish evidence to School of current insurance coverage as follows:

Bodily Injury	\$1,000,000.
Property Damage	\$ 100,000.
Medical Payments	\$ 2,000.

The Insurance Policy is also to name the School as an additional insured. A certificate of insurance must be filed with the School covering each bus used in the Contract.

**F) AUTHORITY & CANCELLATION:**

The President or President's designate will act for and represent the Contractor in matters relating to this contract.

It is understood that the Contractor will not be expected to fulfill the obligations of this Contract due to an Act of God or National force which Contractor has no control.

**G) COLLUSION OR CONFLICT OF INTEREST:**

The Contractor represents that no Officer, Director, Shareholder or any duly authorized agent of the Contractor has entered into any understanding, agreement or other collusive relationship with any other person, firm, corporation or association which has submitted bids on this Contract.

The Contractor represents that no Officer, Director, Employee, Agent, Creditor or any person having any personal interest said Contractor, partnership, corporation, association or business entity connected with this Contract is an Officer or employee of said School or any of its representatives.

**H) DESCRIPTION OF BUSES:**

Note: See attached addendum

All Buses will be equipped with digital cell 2-way communication devices.

In witness thereof, the Said Contractor and the Said School have caused this contract to be executed the day and year signed below:

**LEHANE'S BUS SERVICE, INC:**

By:   
President

Date: 8/19/05

Attest:   
Secretary or Vice President

Date: 8/18/05

**M. O. T. CHARTER SCHOOL:**

By:   
Authorized Signature

Date: 8/24/05

Attest:   
Authorized Signature

Date: 8/24/05



### ADDENDUM

Addendum Number: 001

School Year: 2005/06

This Addendum is attached to and becomes as part of a Contract dated August 18, 2005 between LEHANE'S BUS SERVICE, INC., Contractor, and M. O. T. CHARTER, School, for the transportation of school pupils to and from school.

### THIS CONTRACT IS BASED ON A 192 - DAY SCHOOL YEAR!!

<u>Bus Route</u>	<u>Cost p/Day</u>	<u>Cost p/Year</u>
01	\$171.46	\$32,920.80
02	\$171.46	\$32,920.80
03	\$171.46	\$32,920.80
04	\$171.46	\$32,920.80
05	\$171.46	\$32,920.80
06	\$180.08	\$34,575.84
07	\$192.36	\$36,933.60
08	\$192.36	\$36,933.60
09	\$174.07	\$33,421.92
10	\$174.07	\$33,421.92
11	\$206.56	\$39,660.00
12	\$206.56	\$39,660.00
13	\$190.56	<u>\$36,588.00</u>
	TOTAL	\$455,798.88

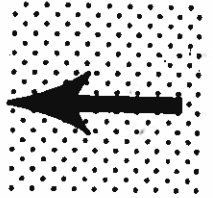
Date Service Starts: August 22, 2005.

Total cost of this Addendum is Four Hundred Fifty-Five Seven Hundred Ninety-Eight Thousand and 88/100 Dollars (\$455,798.88) payable in 10 monthly payments of \$45,579.89 each, September 2005 thru June 2006.\*\*

The above price includes 30 local field trips at no additional cost p/year

\*\*Fuel adjustments will be based on the Transportation Formula for School Contracts, approved by the Delaware Department of Education dated July 16, 2004, and amended at the final month (June) of the billing of the Contract period.

*but only up to (not to exceed intotal) the transportation reimbursement received by MOT Charter School from the State of Delaware. 600*



SIGN  
HERE

**TOSHIBA** BUSINESS SOLUTIONS  
Philadelphia

## Philadelphia

341 W. Lincoln Hwy. Pottsville, PA 19047  
Phone (215) 750-2674

**Phone (215) 750-2674**

**618 Brandywine Parkway West Chester, PA 19380**  
**Phone: (610) 696-4000 • Fax (610) 696-3186**

**Phone: (610) 696-4000 • Fax (610) 696-3186**

**13 South 20th Street Philadelphia, PA 19103**  
**Phone (215) 599-2281**

**Phone (215) 599-2281**

DATE: 5-27-04

J  
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P  
  
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O

MOT Charter School
1156 Levels Road
Middletown, DE 1970
PHONE # (302) 376-5125
CONTACT: Meryl Hewitt

1156 Levels Road

Middletown, DE 1970

PHONE # (302) 376-5125

CONTACT: Meryl Hewitt

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PHONE # (            )

CONTACT:

## CONTACT:

CUST. ACCT. NO.		SALESPERSON		PURCHASE ORDER NO.		SEND VIA		DATE WANTED	
		Sre U. Kevind							
QUANTITY	ITEM NO.	EQUIPMENT		SERIAL NUMBER		UNIT PRICE		TOTAL	
3		55 cpm. Digital Copier				To be leased for			
3		Stapling Finishers				\$487.50 per month			
3		Print Bonds							
MLY/OLY TERM: <input type="checkbox"/> SECURITY \$ <u>N/A</u> + <input type="checkbox"/> FIRST PAYMENT \$ _____ - Other \$ _____ =									
ADVANCE MA PAYMENT MONTH _____ QUARTER _____ YEAR(S) _____									
EQUIPMENT ACQUISITION PLAN									
X _____ PURCHASE <input type="checkbox"/> OTHER _____									
X <input checked="" type="checkbox"/> LEASE: application for: _____ is attached									
THIS IS A NON-CANCELABLE CONTRACT						NET-UP DELIVERY INSTALL <u>\$160.00</u>			
The undersigned warrants that he is a duly authorized corporate officer, partner or proprietor of the above name, with all necessary									
						SUB-TOTAL			
						SALES TAX			
						TOTAL			
						LESS DEPOSIT			
						BALANCE DUE			

NAME (Print) \_\_\_\_\_ Title \_\_\_\_\_ Signature X \_\_\_\_\_  
Accepted by Toshiba Business Solutions.  
NAME (Print) MARTHA CLARK Title Head of School By X \_\_\_\_\_  
When this Agreement is signed by the Customer and the Service Manager of Toshiba Business Solutions, this shall constitute a binding agreement.

Accepted by Toshiba Business Solutions.

NAME (Print) MARTHA CLARK

Title Head of School

By x

When this Agreement is signed by the Customer and the Service Manager of Toshiba Business Solutions, this shall constitute a binding agreement.

## MAINTENANCE AGREEMENT

BASE CHARGE \$ 0.0045 / per copy  
# COPIES \$ billed on actual  
OVERAGE CHARGE ☒ YES ☐ NO \$ 0.0045  
IFI/ERY COVERAGE ☐ YES ☒ NO \$ 30.00 per month

COPIES

- billed on actual usage

OVERAGE CHARGE ☒ YES ☐ NO \$ .0045

PROPERTY COVERAGE ☐ YES ☒ NO \$ 30.00 per month

BILLING INTERVAL   ☐ YEARLY   ☐ QUARTERLY   ☒ MONTHLY

BILLED BY: ☒ TBS ☐ LEASE CO. ☐ OTHER

BILLING INTERVAL   ☐ YEARLY   ☐ QUARTERLY   ☒ MONTHLY

BILLED BY: ☒ BTBS ☐ LEASE CO. ☐ OTHER \_\_\_\_\_

EFFECTIVE DATE install 10 BEGINNING METER meters at installation

INCLUDES TONER ☒ Yes ☐ No

**XAuthorized Signature**

### XDedline MA Guarantee

Service Manager Signature

**All travel time, labor and parts are included in this Agreement. Excluded are paper, staples, color supplies, toner & fax drum units.**



# Lease Agreement

LESSEE	Full Legal Name <b>NOT Charter School</b>	Phone Number <b>302-376-5125</b>
	DBA Name (if any)	Purchase Order Requestion Number
	Billing Address <b>115 LINDS RD, MIDDLETOWN, DE 19709</b>	Send Invoice to Attention of <b>Meryl Hewitt</b>

EQUIPMENT INFORMATION	Equipment Name	Model No	Serial Number	Description (Attach Separate Schedule if Necessary)
	<b>TECHIDA</b>	<b>5570</b>		<b>FINISHER, EMBEDDED POINT BINDER</b>
	<b>TECHIDA</b>	<b>5570</b>		<b>FINISHER, EMBEDDED POINT BINDER</b>
	<b>TECHIDA</b>	<b>5570</b>		<b>FINISHER, EMBEDDED POINT BINDER</b>
Equipment Location (if not same as above)				

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Sales Tax (EQUALS)	Total Lease Payments
	<b>63</b>	<b>\$457.50</b>	<b>0</b>	<b>\$457.50</b>
Terms of Lease in Months: <b>63</b> Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other End of Lease Option: <input type="checkbox"/> Buy <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other Security Deposit (PLUS) <b>0</b> First Payment Period (PLUS) <b>0</b> Other (EQUALS) <b>0</b> Total Payment Expenses <b>0</b>				

LESSEE SIGNATURE	You agree to all the terms and conditions contained in each page of this Lease, and in any amendments to same (as well as all obligations to references) and hereby sign this Agreement. You acknowledge as true and agreed to all the terms and conditions and understand that this is a non-cancellable Agreement for the full term stated above.	
	You acknowledge the full market value of this equipment is <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <b>[Signature]</b>	Date <b>5/27/04</b>
	Print Name <b>MARtha CLARK</b>	Title <b>Head of School</b>
	For <b>Noted of School</b> Legal Name of Corporation or Partnership	
AGREEMENT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR		

## TERMS & CONDITIONS

Please read YOUR copy of this Lease carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "LESSEE" and the words "WE", "US" and "OUR" refer to Connected Office Products Inc., the "Lessor" of the Equipment.

1. **LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the Equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions on the face of this Lease and on any attached schedule. In order to maintain OUR rate of return, YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if the Lease is not accepted within thirty (30) days of the date YOU sign the Lease.

2. **TERM:** The Lease goes into effect and the term of the Lease begins when it is signed and accepted by US (the "Commencement Date"). The first Lease Payment is due on the date WE accept the Lease or any later date designated by US. Subsequent Lease Payments will be due as invoiced by US for successive months until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. YOUR obligation to pay the Lease Payments and other Lease obligations is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. **LATE CHARGES/DOCUMENTATION FEES:** Whenever any Lease Payment is not made when due, YOU agree to pay US, within one month, a late charge of ten percent (10%) for each delayed payment, with a minimum of \$10.00 as compensation for OUR internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law. You agree to pay US a

(Terms and Conditions continued on the reverse side of this Agreement.)

GUARANTEE	To entitle us to enter this Lease, the undersigned unconditionally guarantees the prompt payment of all the Lessee's obligations under the Lease. We do not release or intend to release the Lessee or the equipment or endorse other remedies before proceeding against the undersigned. The undersigned consents to the attachment or enforcement of any lien in which the undersigned may be involved. The undersigned consents to any attachment or enforcement against the Lessee and the undersigned. This is a continuing guarantee and will remain in effect in the event of the death of the undersigned, and will bind the heirs, administrators, representatives, successors and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of us. This guarantee is governed by and enforceable in accordance with the laws of the Commonwealth of Pennsylvania.	
	Signature	Date
	Print Name	
	Home Address	
	Soc. Sec. No.	Phone
	Signature	Date
	Print Name	
	Home Address	
	Soc. Sec. No.	Phone

ACCEPTANCE	You acknowledge the equipment shown above has been received, has been put to use, and good working order and is satisfactory.	
	Signature <b>[Signature]</b>	Date <b>5/27/04</b>
	Print Name <b>Noted of School - Martha Clark</b>	
	Title	
	For <b>Legal Name of Corporation or Partnership</b>	

LESSOR	Lessee Signature <b>[Signature]</b>	Date <b>5-27-04</b>
	Print Name <b>RENISE SWARR</b>	
	Title <b>Teacher (Administrative)</b>	
	For <b>CONNECTED OFFICE PRODUCTS INC.</b>	
	Lease Number	
Lease Commencement Date		
Vendor ID Number		

## AGREEMENT FOR THE PROVISION OF SPEECH THERAPY SERVICES

This Agreement is made as of this day of September 2005 between Christiana Care Health System, Rehabilitation Services ("Agency") and the MOT Charter School, Inc. ("School").

1. **TERM OF AGREEMENT.** This Agreement shall commence on September 8, 2005 and shall expire on June 30, 2006.
2. **INDEPENDENT CONTRACTOR.** Agency is an independent contractor and not an employee, agent or partner of School. Both parties acknowledge that neither Agency nor any of Agency's employees or agents is an employee of School. The School shall make no deductions from its payments to Agency for income, wage, social security or other taxes.
3. **SUBCONTRACTING.** Agency will not subcontract or otherwise delegate any of Agency's obligations under this Agreement without School's prior written consent.
4. **EXPENSES.** Agency shall be responsible for all costs and expenses incident to the performance of services for School.
5. **AGENCY WARRANTY.**
  - a. Agency warrants:
    - i. that its therapists are properly licensed by the State of Delaware to perform speech language therapy;
    - ii. it has sufficient liability insurance coverage applicable to the provision of speech therapy services;
    - iii. any personnel assigned to School shall have recently taken a tuberculin test with a negative or inactive positive result prior to initiation of services under this agreement;
    - iv. any personnel assigned to School shall have procured a criminal background check that demonstrates the Agency personnel to be without convictions;
    - v. any personnel assigned to School shall have recently submitted a Child Protection Registry check;
    - vi. Agency shall comply with all federal, state, and local laws that are applicable to carry out this Agreement;
    - vii. Agency shall secure and pay all fees and licenses specifically necessary to carry out the services required by this Agreement.

6. **INSURANCE**

Agency shall submit a certificate of insurance acceptable to School prior to the commencement of services under this Agreement.

7. **SERVICES**

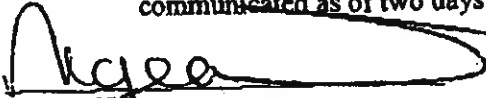
- a. Agency has agreed to provide Speech Therapy services, including conducting evaluations, report writing, providing individual and/or group therapy and consulting and interacting with teachers, parents, para-educators, and other interested individuals.
- b. Agency shall provide Speech Therapy services to 28-31 students at a rate of \$65.00 per hour. Agency and School agree that such services will be required for three days per week for each week school is in session, approximately 8 hours per day for the remainder of the school year. Agency and School agree to work cooperatively regarding additional service hours should the student caseload increase.
- c. Additional services must be authorized by the School in writing and payment will be in accordance with this Agreement.
- d. School shall make Room 40 available to Agency for the provision of Speech Therapy services.

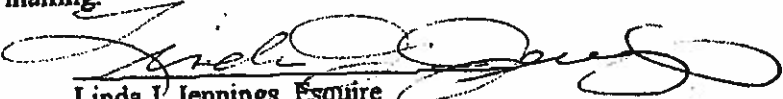
8. **INDEMNIFICATION.** Agency will indemnify and hold harmless the School and its officers, agents and employees from and against all liabilities, claims, demands, damages, and causes of action, including without limitation, court costs, attorneys' fees, and the amount of any judgment, arising out of or resulting from any alleged negligent act or omission or intentional misconduct of Agency, its agents, or employees. School will indemnify and hold harmless the Agency and its officers, agents and employees from and against all liabilities, claims, demands, damages and causes of action including without limitation, court costs, attorney's fees and the amount of any judgement, arising out of or resulting from any alleged negligent act or omission or intentional misconduct of School, its agents or employees.

9. **PAYMENT.** Agency shall submit monthly invoices for payment in writing itemizing the date, time and location of services, the children served, and the kind of service rendered. School shall pay properly submitted invoices within 30 days.

10. **TERMINATION.** This Agreement may be terminated prior to its expiration by mutual written consent of the parties. Notwithstanding anything else in the Agreement to the contrary, in the event that School finds Agency's services to be unacceptable and Agency has not satisfactorily cured the performance failures within ten (10) days after receiving written notice of such performance failures, School may terminate this Agreement immediately with written notice to Agency.

11. NOTICES. Any notices required in connection with this Agreement may be given by either party to the other, in writing, by personal delivery, express mail delivery, or by mail, registered or certified with return receipt requested. Notices shall be addressed to the persons designated below. Notices delivered personally or by express mail delivery shall be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

  
AGENCY

  
Linda J. Jennings, Esquire  
Head of School  
MOT Charter School  
1156 Levels Road  
Middletown, DE 19709  
(302) 376-5125



Kate - T, W, Th - 5<sup>th</sup> Oct  
Gretchen - W - 6<sup>th</sup> Oct

# MOT Charter School

Middletown • Odessa • Townsend

## AGREEMENT FOR THE PROVISION OF SERVICES FOR THE MOT CHARTER SCHOOL

**Program:** School year 2004-2005  
**Services:** Therapy Services for the MOT Charter School  
**Vendor:** Delaware Curative, Inc.

### AGREEMENT

This Agreement is made as of this 22 day of September 2004 between DELAWARE CURATIVE WORKSHOP, INC., hereinafter referred to as the "Agency" and the MOT CHARTER SCHOOL, hereinafter referred to as the "School".

### WITNESSETH

Whereas, the agency is an independent contractor which provides Therapy Services to meet the needs of the School's students with educational disabilities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and intending to be legally bound, said parties do hereby mutually covenant and agree as follows:

#### A. Responsibilities of the Agency:

1. The Agency shall provide satisfactory evidence to the School that:
  - (a) its therapists are properly licensed by the State of Delaware to perform occupational therapy, physical therapy and speech language therapy; and
  - (b) it has obtained liability insurance coverage applicable to such activities in (a) above; and
  - (c) its personnel who shall be working with the school students have recently taken a Mantoux tuberculin test with a negative or inactive positive result prior to initiation of work under this contract; and
  - (d) its personnel who shall be working with the School's students have recently procured a criminal background check that showed the employee to be without convictions; and
  - (e) its personnel who shall be working with the School's students have recently submitted a Child Protection Registry Check; and
  - (f) it has a valid Delaware business license.



2. It is acknowledged by both parties that the School is retaining the Agency as an independent contractor for the purposes set forth in this Agreement. The School shall make no deductions from its payments to the Agency for income, wage or Social Security taxes. The Agency shall comply with federal, state or local laws, Social Security acts, unemployment compensation acts and worker's compensation acts that are applicable to carry out the purposes of this Agreement.
3. The Agency shall secure and pay for all fees and licenses specifically necessary to perform their duties as required by this Agreement.

**B. Provision of Services**

1. The Agency is to provide the School Occupational Therapy, Physical Therapy and Speech Therapy services, including conducting evaluations, report writing, providing individual and/or group therapy and consulting and interacting with teachers, paraeducators, parents, community agencies and other interested individuals.
2. The Agency shall provide the services described in Paragraph B (1) in 2004-2005 school year as follows:
  - (a) Physical Therapy: as needed at a rate of \$55 per hour
  - (b) Speech Therapy: 907 hours per year at \$55 per hour
  - (c) Occupational Therapy: 302 hours per year at \$55 per hour.

**C. General Provisions**

1. No work under this Agreement is to be initiated until a State of Delaware purchase order properly processed through the State of Delaware Accounting Office has been issued to and received by the Agency.
2. The Agency agrees to indemnify and hold harmless the School and its officers, agents and employees against all liabilities, claims, demands and causes of action of every kind or character, including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or caused by any act or omission of the Agency, its agents, or employees.
3. The School agrees to indemnify and hold harmless the Agency and its officers, agents and employees against all liabilities, claims, demands and causes of action of every kind or character, including the amount of any judgment, penalty, interest charge, and fee to the extent such claims arise out of or caused by any act or omission of the School, its agents, or employees.

**D. Compensation**

1. Pursuant to this Agreement, the School shall pay the Agency a total not to exceed the amounts of \$49,885 for Speech Therapy Services, \$16,610 for Occupational Therapy Services and an amount agreed upon by both parties in writing for Physical Therapy Services.
2. Applications for payment shall be submitted monthly by the Agency to the School in writing itemizing the date, time and location of services provided and the kinds of services rendered.

**E. Non-Solicitation**


During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, the School agrees that it shall not, directly or indirectly, for the School or on behalf of any other person or business entity, solicit, recruit, entice or persuade any therapist or other employee of Delaware Curative Workshop, Inc. to leave the employ of Delaware Curative Workshop, Inc., or to contract with the School or any third party.

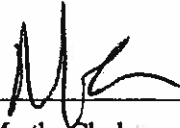
**F. Termination**

This Agreement may be terminated by either party upon sixty (60) days advance written notice.

**G. Terms**

This agreement shall commence on Sept 22, 2004 and expire on June 17; 2005.

  
Beth Gilliland  
Executive Director  
Delaware Curative, Inc.  
1600 Washington Street  
Wilmington DE 19802  
(302) 428-5955

  
Martha Clark  
MOT Charter School  
1156 Levels Road  
Middletown DE 19709  
(302) 376-5125

# ATTACHMENT U

### Footnotes to Budget Pages

1. Revenue Estimates which were requested from the State on September 28, 2005 have not yet been received. As we are not expecting any significant changes to enrollment or student population, we have used the current year revenue figures for the budget in the new charter period.
2. The new budget pages ask for the Loan Revenues and Expenses to be displayed on the State/Local pages. When we received the funds from our Operating Loan, we were advised to put them into our Other Revenue and our Science Lab appropriations. This means that while I am able to separate the amount received, and put it on the requested page, I am unable to separate the expenses that were paid out of funds received from the loan and those paid from revenues put into those appropriations that were not part of the loan. All expenses from those appropriations have therefore been shown on the Other Revenue/Expenses pages.
3. Federal Funds are shown as received in the year in which the grant was approved, and the funds were made available to MOT Charter School, even though they are not actually received according to the DFMS system until they are spent.
4. There is a formula error on the State and Local Revenue/Expense tab, where the year 3 Operations and Maintenance of Facilities was not carried down to line 135 in the Subtotal Area. For us that line should be 1,051,190, which would make the total expenses 4,159,911 for year 3, and the Difference -362,131.

**Meryl Hewett**

---

**From:** Meryl Hewett [Meryl.Hewett@mot.k12.de.us]  
**Sent:** Wednesday, September 28, 2005 4:04 PM  
**To:** (ljenkins@doe.k12.de.us)  
**Subject:** revenue estimate request

Hi Leah;

Attached is a request for a revenue estimate for our charter renewal. We will need an estimate for the next 5 years. The pupil data submitted is for each of the 5 years, as we do not expect significant change in our pupils during that time. (We are not adding any new grades, and not adding or deleting slots for existing grades) All students are transportation eligible.

As you do not make projections based on inflationary adjustments, I assume that the estimates for all 5 years will be the same as the current year, but I wanted to be sure. Let me know if you need more information from me.

Meryl Hewett  
Business Manager  
MOT Charter School

376-5125 Ext 16

Important Notice to E-mail Recipient: This e-mail communication may contain or attach confidential information related to individuals and intended solely for the addressee. Please do not read, copy or disseminate this communication (other than to return it to the sender) unless you are the intended addressee. If you have received this message in error, please return the e-mail to the sender or call the sender, and delete the message from your e-mailbox. If you are the intended recipient, federal and/or state law, or contractual agreements with the Employer might require you to take steps to ensure the confidentiality of the information, whether retained electronically or reduced to hardcopy. If you have questions about your confidentiality obligations you should speak to your organization's Privacy Official or legal counsel

<u>District Name</u>	<u>K</u>	<u>1-3rd</u> <u>Grade</u>	<u>4-6th</u> <u>Grade</u>	<u>7-12th</u> <u>Grade</u>	<u>EMH</u>	<u>SED</u>	<u>LD</u>	<u>TMH</u>	<u>SMH</u>	<u>PI</u>	<u>HHPD</u>	<u>BLIND</u>	<u>PTST</u>	<u>ATSTC</u>	<u>DFBLD</u>	<u>ILC</u>	<u>DISTRICT</u> <u>TOTALS</u>
Appoquinimink	63	184	187	122	4		29			3				1			593
Christina	7	11	10	11			1										40
Colonial	3	11	6	6			4				1						31
Red Clay																	0
Smyrna	1	6	2														9
<b>Category Totals</b>	<b>74</b>	<b>212</b>	<b>205</b>	<b>139</b>	<b>4</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>673</b>

All pupils are transportation eligible

# ATTACHMENT V

**DELAWARE DEPARTMENT OF EDUCATION**  
**CHARTER SCHOOL PERFORMANCE AGREEMENT**  
**FOR THE YEARS 2006-2010**  
**MOT CHARTER SCHOOL**

Upon approval by the Secretary of Education, this Agreement will become a part of the formal evaluation process for **MOT Charter School** and will be used in both the annual monitoring and evaluation for charter renewal for this school until the final regulations for the Education Accountability Act are approved and implemented. At that time, this document may be revised to align with the regulations associated with that Act.

**Premises**

This school will serve students in grades K-8 for each year covered under this Performance Agreement.

**Effective Date**

This Agreement will be in effect from the date of signature by the Secretary of Education through August 31, 2011 or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to Del. C., Title 14, Section 515 (b) or (c).

**Conditions**

- I. During the term of this Agreement, the school shall attain the classification of "commendable" or "superior" as set forth by the requirements for public schools in the regulations adopted pursuant to Del. C., Title 14, Section 154. In the event that the school shall be placed under "School Improvement", the school's charter shall be subject to formal review, pursuant to Del. C., Title 14, Section 515 (c).
- II. During the term of this Agreement, the school will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other standardized assessments through the achievement targets listed below.

The school will participate in the state assessment (DSTP) in each subject area at each grade required by the Department of Education. This will include both on-grade assessment and off-grade assessment, covering grades 2-8.



In addition, each year the school will administer a standardized assessment (the NWEA MAP test or an equivalent national standardized assessment) to students in grades 2-8 at least in the fall of each school year. In addition, the standardized assessment may also be administered to students in the spring of each school year.

- A. Achievement Target One: On the DSTP, average performance on each subject at each grade level will be at or above the state average.
  - B. Achievement Target Two: On the NWEA (or an equivalent national standardized assessment), average annual student growth in Math, Reading and Language Usage at each grade level will be at or above the national mean growth.
- III. During the term of this Agreement, the school will demonstrate that its students exhibit positive behavior related to academic success through the following:
- A. For each year of the school operation, average daily attendance will be at least 90% of the average daily enrollment; and
  - B. For each year of school operation, the school will have fewer reportable (behavior) incidents than the average for all schools with a similar grade configuration in New Castle County.
  - C. Each year, with the exception of students that move out of the area served by the school, at least 75% of the total non-graduating student body enrolled during the final month of the school year will return to the school the following fall.
- IV. During the term of this Agreement, the school will demonstrate that it has strong market accountability through the following:
- A. Each year, the school will have at least enough students seek admission to the school to enroll at least 90% of the number of students allowed by the charter at the beginning of the school year.
  - B. Throughout the school year, the school will maintain an enrollment of at least 90% of the maximum allowed by the charter.
  - C. Each year, the school will maintain a waiting list of students seeking admission.

- V. During the term of this Agreement, the parents of students enrolled at the school will express satisfaction with the school's administration and educational program through the following:

The school will conduct an annual survey of parents of students who attend the school.

Each year of school operation, at least 85% of parents of enrolled students that return the survey will indicate overall satisfaction with the school's administration and educational program.

\_\_\_\_\_  
On Behalf of the Board of Directors  
MOT Charter School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Valerie A. Woodruff, Secretary of Education  
Executive Secretary to the State Board of Education

\_\_\_\_\_  
Date