

DELAWARE DEPARTMENT OF EDUCATION

CHARTER SCHOOL APPLICATION FORM FOR

A NEW SCHOOL TO BE OPENED

IN SEPTEMBER 2001

Charter School of Southern New Castle County	Marie Page
Name of Proposed School	Name of Contact Person
Marie Page	847 Shallcross Lake Rd.
Name of the Head of the Board	Mailing Address of Contact Person
	Middletown, DE 19709
September 2001	302-378-9898
Opening Date	Telephone Number of Contact Person
K-8	302-378-9877
Grades for School	Fax Number of Contact Person
First Year Enrollment	<u>483</u> <u>K-6</u>
	Number First Year Grade Span
Second Year Enrollment	<u>558</u> <u>K-7</u>
	Number Second Year Grade Span
Third Year Enrollment	<u>633</u> <u>K-8</u>
	Number Third Year Grade Span

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 will serve as the approved charter for the school. A charter cannot be altered without the approval of the Secretary of Education and State Board of Education.

Overview

1. The Charter School of Southern New Castle County (CSSNCC) intends to provide students who enroll with the opportunity for a world-class education. The charter will be held by a local group of citizens who desire a tuition-free public school alternative for the children of southern New Castle County. The founding board intends to contract the operations of the school to Beacon Education Management of Westborough, MA.

The mission of the school is to provide equitable opportunities for all students to acquire an education focused on linkages among rigorous academics, technology and careers to produce students who are prepared for success. Students will acquire the knowledge, skills, values and attitudes to be responsible citizens and effective workers in the global workforce of the 21st Century.

The Board of CSSNCC intends to locate the school in southern New Castle County and will seek an initial enrollment in grades K -6 of approximately 500 students and a maximum K-8 enrollment of approximately 650 students. (The K-8 enrollment will be divided into two school units. The Board will determine during the initial charter term whether to add a high school program, and will follow the appropriate Department of Education procedures in the event of an affirmative decision.)

All students, including those who may be " at risk" will be well served at this school. The school will use New Standards™ developed by the National Center for Education and the Economy and Learning Research and Development Center at the University of Pittsburgh for Science, Mathematics and English/Language Arts. In addition, standards from the National History Standards and the Geography Education National Implementation Project will be used for History and Geography. Standards for Technology, World Language, Health and the Arts are drawn from the national database. Content for the School's education program will be provided through the Core Knowledge Sequence™. The school will also use a number of proven instructional programs including: Open Court Reading, SRA Mathematics and the FOSS program for science. (Open Court Reading has been cited by the Center for Education Reform in Washington D.C. as one of the three most effective reading programs available to schools.) The school design will include small class sizes (18) in Kindergarten and Grade 1. Following the practice known as "looping," students will also remain with their teachers for at least two years. The school's assessment program will include standardized tests, state assessments and portfolio assessment.

The school's program, governance system and community involvement will be based upon the following innovations to insure that all children achieve success:

- › The integration of technology, teacher presented instruction and project based learning.
- › A longer school day and school year.
- › The development of an Individual Learning Plan for each student.
- › Continuous feedback to students and parents from internal and external assessments.
- › Active parent involvement in their child's education program and school governance.
- › The integration of community based and school based support services.
- › Individual student support from tutors, mentors and school based personnel.
- › The integration of instructional strategies, governance and finance around a unified vision.

2a. The school will meet public education's need for tuition-free public school choice. Specifically, by delivering an education program that combines the Core Knowledge Sequence, project-based learning, and character education, the school will offer a challenging education program that is unique to the Southern New Castle County area. In addition, the school will

differentiate itself from other public schools by providing the opportunity for students to attend the same school from Kindergarten through Grade 8.

The Board notes that according to the 1999 Delaware School District Profile for the Appoquinimink School District, there was a 101% increase in enrollment from 1988 to 1998. Since charter schools do not receive funding for major capital expenditures, the school will provide additional enrollment capacity to the district within the per pupil funding allotment.

2b. The charter school model is appropriate to address the local area's needs because of three simple characteristics of the charter school law:

1. The Charter School will provide a cost-effective, tuition-free public school alternative that is accountable for performance. If the school does not meet its proposed objectives it will lose students and/or have the charter revoked.
2. Parents and teachers are involved in the governance of the school.
3. The statute provides the flexibility to design a program that works for our children and to manage the program so that it will adapt to the changing needs of our children.

2c. The School will improve public education in Delaware because it will use a consistent, organized curriculum that is managed by the same leadership team from grades K-8. More importantly, the School will improve education because it is accountable for results on multiple levels. The Board, its management company, and the staff understand that the School will lose its right to educate children if they do not satisfy the terms of the charter or the needs of its customers, the parents and students.

The inability to reliably provide accountability for performance at numerous levels, and in particular, the ability to remove a school's "right to educate" children is the primary barrier to the use of the above-mentioned strategies in non-charter public schools throughout the state.

2d. Per the requirements of the statute, the Board will release an annual report that includes documentation concerning the innovative practices and progress of the School. The annual report is a public document.

Qualifications of the Applicant

3a. Brief descriptions of the founding board members are presented below. Additional information about the Board is available upon request. The proposed location of the School is directly related to the fact that the Board members are residents of the southern New Castle County area.

Marie Page

847 Shallcross Lake Road
Middletown, DE 19709
302-378-9877

Mrs. Page is a longtime resident of the area who has owned and operated her own business since 1990. As the mother of two children, she has been involved with the local public schools in numerous roles including as a member of the State PTA.

Craig Lytle

5 Widgeon Court

Middletown, DE 19709

302-376-1302

Mr. Lytle is a local resident who is employed as a financial planner. He is the founder of the Middletown chapter of Business Network International and is also involved with the Rotary. Mr. Lytle decided to support the introduction of a charter school to the area because he believes that providing educational choices will improve the quality of education for students in the area and will offer a significant benefit to the community.

Kathy Slaney

403 Sharon Court

Middletown, DE 19709

302-378-1020

Ms. Slaney is a local resident who owns and operates K&S Cleaning in Middletown. As the parent of three children who attend the local public schools, she has been an active volunteer including involvement in the State PTA.

Aaron Miller

267 Milford Drive

Middletown, DE 19709

302-378-8535

Mr. Miller is a local resident who was self-employed and has recently retired. He is now President of his community's civic association, and is active with the local senior center. As a grandfather, Mr. Miller is concerned about the traditional public schools and has been active with aspects of the local school district.

Alberta Parker

P.O. Box 503

Odessa, DE 19703

302-378-1590

Mrs. Parker is a long-time resident of the community and is self-employed. She has been an active volunteer in her children's schools, and has served as a substitute teacher in the local district for many years.

Joel Littlejohn

14 Lexington Drive

Middletown, DE 19720

302-254-5344

Ms. Littlejohn is a local resident who is currently employed as the Present Education Coordinator for Delaware State University. Ms. Littlejohn is certified Delaware Administrator with experience as an assistant principal, guidance counselor, and college professor.

- 3b. The founding Board of Trustees for CSSNCC is a collection of parents and community members who are looking to establish an alternative form of public education for their children and the students of the Southern New Castle County. The Board is primarily motivated by the belief that choice and accountability will lead to improved performance for all schools. The Board also believes that CSSNCC will provide a benefit to the local area in that it will provide an additional response to the impact of residential growth on the local school districts.

The Board intends to contract out the management of the academic program and business operations of the school to Beacon Education Management, LLC, a school management company experienced in the operation of charter schools.

- 3c. The founding board intends to recruit additional board members whose functional skills match their dedication to children. In addition, the board will include at least one parent after the school's enrollment and opening.

Documentation of Incorporation

Name of Corporation: Charter School of Southern New Castle County

Date of Incorporation: December 27, 1999

Corporation's Chief Operating Officer: Marie Page

Please see appendix A for additional documentation regarding articles of incorporation and proposed board bylaws.

Mission and Purpose of the School

5. The mission of the school is to provide equitable opportunities for all students to acquire an education focused on linkages among rigorous academics, technology and careers to produce students who are prepared *for success*. Students will acquire the knowledge, skills, values and attitudes to be responsible citizens and effective workers in the global workforce of the 21st Century.

We are seeking to establish a public charter school with an initial enrollment in grades K-6 of approximately 500 students and a maximum enrollment in grades K -8 of 650 students. During the term of the initial charter, the board will determine the desirability of adding a high school program. In the case of an affirmative decision the board will make a formal request to the State Board of Education and will follow the required process. The school will serve a diverse population of students.

The school's education program will be based upon New Standards and the Core Knowledge Sequence. Students will attend school for 190 seven-hour days. The staff will use teacher directed instruction; project based learning in a technology rich learning environment.

The school will also offer a full array of extra curricular clubs and wrap-around childcare service.

Academic Goals

- › 75% of the students who have been enrolled in the School for at least three years will meet all learning standards in core subjects in the Beacon Lightpoints Curriculum© by the exit grade. (Grade 8)
- › Based on national percentile scores, at least 75% of the students will score at or above the 75th percentile on the Stanford 9 subtests for reading, mathematics, science and social studies. Students who score below the 75th percentile on any Stanford 9 subtest at the end of a given year will have at least a 20% gain in that subtest by the end of the following year. In order to gather the data for this goal, the school will pre-test the students in September and post-test the students in May of each year.
- › For each subject assessed at each grade on the State assessment, average performance of the grade will be at least at the State average each year, beginning in 2003-2004.

The school will provide tuition free summer school for students who do not meet academic goals.

Non-Academic Goals

- › All parents will attend at least two parent conferences each year. Data will be recorded by teachers and included in the Annual Education Report.
- › The School will maintain the target enrollment number.
- › Parents will rate the School at a minimum of 3.0 on a 1 to 4 scale on the annual parent satisfaction survey.

Core Philosophy

- › All children deserve access to a world-class education measured by international benchmarks of academic excellence. This is their birthright and our responsibility in a free society.
- › Each child learns in a unique way and on a personal timetable. The curriculum must guarantee every student's continuous progress toward the school's educational goals.
- › Children learn best when they are confronted with knowledge and problems that have everyday value and when they can share these newfound interests with one another and with their communities.
- › Children learn best when they are guided by professionals who combine knowledge of their subject with compassion for youth.
- › Children with access to instructional technology are free to educate themselves without the traditional constraints of time and space.
- › Character development necessitates clear and consistent moral instruction across the curriculum and requires the exhibition of ethical conduct by every member of the school community.
- › Children growing up in the American democracy must understand and practice its responsibilities as freely and fully as they appreciate its rights.
- › Children need both the supports of their community and the opportunity to serve and contribute to its well being.
- › No matter how well a school serves its children, its influence is minimized without the strong support and involvement of parents and guardians in every aspect of its program.
- › The school's management provider needs to work cooperatively with the Board in developing a comprehensive educational program for the students who chose to enroll in the school.

Education Program

- 6a. The Board of Trustees intends to use the Beacon Lightpoints™ curriculum in the Charter School of Southern New Castle County. An overview of the curriculum is provided below. Please see appendix B for additional information concerning the program's learning standards and benchmarks.

A Curriculum Built On High Standards

The Beacon Lightpoints™ curriculum encompasses the following principles:

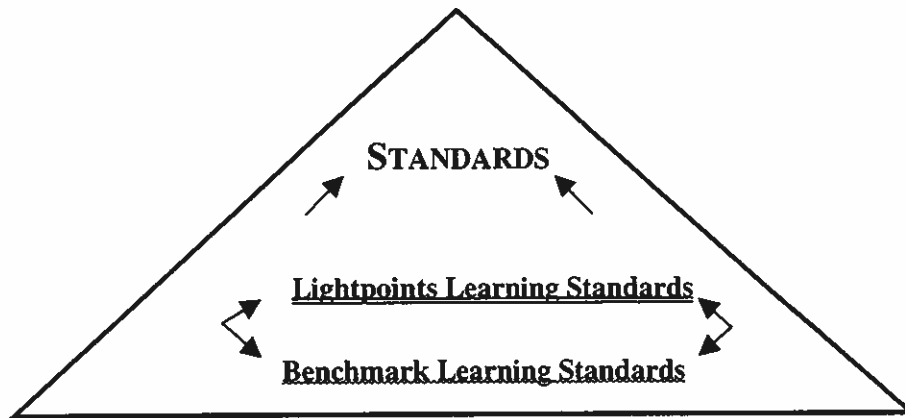
- › Rigorous academic core studies with measured benchmarks of progress.
- › A structure that allows each student to master competencies prescribed in the standards.
- › The integration of academic areas through project-based learning, teacher directed instruction and integrated technology.
- › Teaching students career competencies and lifelong learning skills that are age-appropriate and connected to working and learning with adults.
- › Providing extra time, assistance and support to accommodate multiple learning styles and other needs of students.
- › The engagement of students as active learners.

Standards

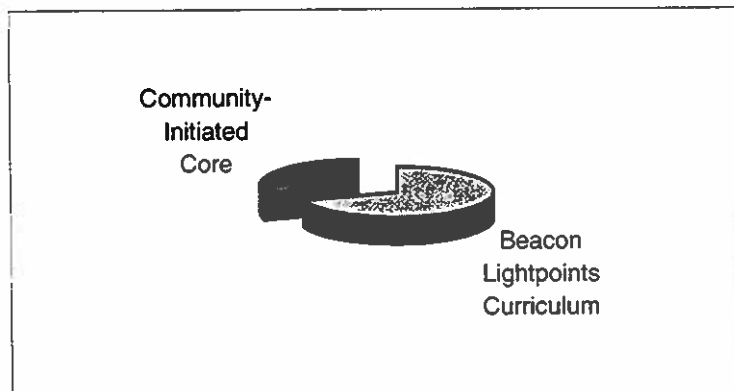
Standards define the minimum level of performance that students are expected to achieve by a point in time. Standards make clear to everyone what students are expected to know and be able to do. Beacon used New Standards™ developed by the National Center for Education and the Economy and Learning Research and Development Center at the University of Pittsburgh for Science, Mathematics and English/Language Arts. Standards from the National History Standards and the Geography Education National Implementation Project were used for History and Geography. Standards for Technology, World Language, Health and the Arts were drawn from the national database to complete the framework for the Beacon Lightpoints Curriculum™.

Lightpoints Learning Standards are shown for all three levels (k-4, 5-8) of the Beacon Lightpoints Curriculum™.

The **Lightpoints Learning Standards** are used to define what students need to know and be able to do in each subject. **Benchmarks Learning Standards** are then used as checkpoints along the way; these learning standards act much like "merit badges" on the way to mastering a topic or skill. The accumulation of benchmark knowledge and skills enables students to demonstrate performance mastery. In order to meet the **Lightpoints Learning Standards**, students need to apply the knowledge and skills learned in one grade at all future grades. The Lightpoints Curriculum is cumulative, as are all assessments.



The Beacon Lightpoints Curriculum represents seventy percent of what is taught each school day. The community and the teachers in each school will add content that reflects local interests and needs. (Local interests and needs will be determined by a survey of parents during the enrollment process.) Beacon Curriculum Consultants will then continue to develop appropriate units of study. Core studies may also be expanded to reflect the needs of children enrolled in the school.



HISTORY AND GEOGRAPHY

The Beacon Curriculum in history and geography is divided into three grade spans with developmentally appropriate organizational principles in each. Learning standard statements are universal at all grade spans, although distinct standards have been created for benchmark grade levels (4 & 8) as well as course standards for each year of instruction. A grid of assessment strategies, formal and informal, is arrayed for grades K-8.

Kindergarten to Grade Four

The curriculum, from the outset, fosters geographic and historical thinking in children rather than rote memory and recitation of names, places, and dates. They are encouraged to reach out and to expand their imagination and curiosity beyond their time and place. They will begin to differentiate the past from the present and the future, and they will transcend their lives to study people and families in other times and other places. These young historians and geographers will

be introduced to a wide range of sources and resources, from artifacts to song and verse. Most of all, every attempt will be made to immerse them in the excitement of the past, as relived in myths, legends, and biographies from long ago and not so long ago.

Most instruction will center on introductory thematic units--the Aztecs, the Vikings--that may be part of a limited chronological sequence. However, the K-4 program will move from theme to theme in United States and World history and from history to geography to guarantee the broadest possible exposure to the disciplines. By fifth grade, students will be ready to begin more in-depth surveys of regional and national histories and geographies.

Grade Five to Grade Eight

Instruction at this level balances the study of history and geography, with considerable attention to United States history and its Western antecedents in the history strand. The many themes and exposures of the primary program are now organized chronologically and students begin to build causal understandings and relationships among events within time periods and which bridge one era to the next. The geography curriculum, having introduced students to its basic vocabulary and principles, now moves quickly beyond the development of a spatial sense toward a more detailed understanding of the interactions between the physical environment and its human occupants. The organization of geographic instruction at this intermediate level takes advantage of instruction in history by studying those countries and continents where parallel historical developments are under consideration.

Learning Standards

There are four Learning Standard Statements in History and five in Geography. Each set has been adapted from the recommendations of the national standards bodies in each discipline: the National Center for History in the Schools at UCLA and the Geographic Education National Implementation Project.

Each Learning Standard Statement is expanded into Benchmark Learning Standards at grades four, eight. Course Learning Standards appear at each grade level (K-8 for geography) and accumulate within a grade span to help students arrive at the aforementioned Benchmark Learning Standards.

The language and syntax of the Course Learning Standards at each grade level has been condensed for clarity's sake. Content standards, which accumulate progressively from K-8 without grade span benchmarks, carry the implicit understanding that "each student can recall, select, apply, and analyze knowledge of..." the time period or historical event enumerated in the content area. For the primary and intermediate grade spans, content standards have been closely aligned with the Core Knowledge Sequence of the Core Knowledge Foundation in Charlottesville, Virginia. Skills and Concepts Learning Standards, adapted from national standards as noted above, assume the implicit preface of "each student can..." locate, assess, or perform a host of other cognitive chores."

Using identical Learning Standard Statements across the three grade spans (primary, intermediate, and upper) facilitates consistency of instruction and curricular organization. The capacity of teachers across grade levels, grade spans and campuses to discuss individual student progress within a discipline is equally promoted in this way.

LANGUAGE ARTS

The Beacon program in language arts is divided into three grade spans with developmentally appropriate organizational principles in each. Learning standard statements are universal at all grade spans, although distinct standards have been created for benchmark grade levels (4 & 8) as well as course standards for each year of instruction. A grid of assessment strategies, formal and informal, is arrayed for grades K-8.

*It is important to note that the performance benchmarks that follow are just that – signal benchmarks for each of the various grade levels. Performance objectives stipulated below do not constitute a curriculum or a detailed program of study; rather, they indicate certain key objectives to be realized in each of the five learning standards (reading, literature, speaking and listening, conventions and grammar) at nine grade levels. For a more detailed listing of objectives (particularly in the key areas of phonics, decoding, grammar, content and writing), see the **Core Knowledge Sequence** or the **New Standards** or the phonics/grammar program of choice.*

Kindergarten to Grade Three

In K-3 the primary focus of language arts instruction is the cultivation of literacy, or in laymen's terms: the teaching of reading. In these early years it is essential that children be given the tools they need to decode the written word and become independent readers. The Beacon program emphasizes systematic instruction in phonics, attention to decoding skills, as well as elementary instruction in grammar, spelling, and writing. A significant incentive to undertake the "task" of reading is clearly the love of a good story. Therefore, at an early stage Beacon's program emphasizes the reading (aloud) of fine literature to children, exposing them to some of the world's best-loved fables and folk tales. Finally, while writing ability is limited at this age, children are encouraged to undertake imaginative writing (their own stories, "tall tales" and fables) and begin to produce their first "expository" writing, in the form of illustrated book reports.

Grade Four to Grade Eight

From the fourth to the eighth grades, when children are fluent independent readers, Beacon's program emphasizes literary analysis (of short and longer works of substance), as well as strong writing and speaking skills. Students become acquainted with the elements of fiction (e.g. plot, setting, character, theme) and learn to assess the use of the various elements in quality literature. They try their own hand at various forms of creative writing, but from sixth to eighth grade main emphasis shifts to the critical area of expository writing. A great deal of attention goes to the clear statement of thesis, development of argument through supporting evidence and information, logical organizing structure, and quality of expression. These critical writing skills are supplemented by systematic study of grammar, vocabulary, and spelling. Coherent organization, arguing to a warranted conclusion, and strong presentation are emphasized in the presentation of oral reports as well.

Learning Standards

There are five Learning Standard Statements in Language Arts (reading, literature, writing, speaking and listening, conventions and grammar). This set has been adapted from the recommendations of the national standards body, the National Center on Education and the Economy and the University of Pittsburgh, as specified in their publication *New Standards, Volumes 1 and 2*.

Each Learning Standard Statement is expanded into Benchmark Learning Standards at grades four and eight. Course Learning Standards appear at each grade level (K-8 for geography) and accumulate within a grade span to help students arrive at the aforementioned Benchmark Learning Standards.

The language and syntax of the Course Learning Standards at each grade level has been condensed for clarity's sake. For the primary and intermediate grade spans, content standards have been aligned with the *Core Knowledge Sequence* published by the Core Knowledge Foundation in Charlottesville, Virginia. Performance benchmarks too have also been substantially aligned with this curricular model, as well as with the more general overview in *New Standards* (cited above).

Consistency of instruction and curricular organization is facilitated by using identical Learning Standard Statements across the three grade spans (primary, intermediate, and upper). The capacity of teachers across grade levels, grade spans and campuses to discuss individual student progress within a discipline is equally promoted in this way.

MATHEMATICS

The Beacon Curriculum in mathematics is divided into three grade spans (K-6, 7-8). The make-up of these three grade spans is a direct result of the mathematics curricula that were chosen for the Beacon Curriculum (an explanation and description of these curricula can be found below). Learning standard statements are universal at all grade spans, although distinct standards have been created for benchmark grade levels (4 & 8) as well as course standards for each year of instruction.

Kindergarten to Grade Six

Both SRA/McGraw Hill's *SRA Math: Explorations and Applications* and University of Chicago's *Everyday Mathematics* are textbook options for grades K-6. *SRA Math: Explorations and Applications* provides unique concept development, extensive practice in basic skills, applications through problem solving, and assessment ranging from daily mental math activities to formal standardized test taking. The program utilizes a sequence which builds upon topics in a logical manner. Key concepts are thoroughly integrated to show students the natural connections. Early introduction of concepts, including algebra, geometry, multiplication, division, and problem solving, helps students develop a deeper understanding of mathematics. High level of expectations coupled with less review of material from higher grades contribute to the high level of material covered in this program.

Everyday Mathematics recognizes and builds on children's capabilities by expanding the range of their mathematics experiences and ideas. That goal is achieved by integrating mathematics instruction into other curriculum areas; special emphasis is placed on applications in science and social studies, on the origins and uses of the language of mathematics, and on the close relationship between mathematics and the visual arts. Mathematics becomes a part of the ongoing daily routines of the classroom, outdoor play, and of those transitional moments, often wasted, that occur during every school day.

Everyday Mathematics establishes a framework for dialogue about mathematics between teacher and children and among the children themselves. Thinking with mathematics becomes as natural as thinking with language. Some of the key features of the *Everyday Mathematics* program include: problem solving for everyday situations; developing readiness through hands-on activities; establishing links between past experiences and explorations of new concepts; sharing

ideas through discussion; cooperative learning through partner and small-group activities; practice through games; ongoing review throughout the year; daily routines; ongoing assessment; and home-school partnership.

Grade Seven to Grade Eight

Prentice Hall's *Middle Grades Math: Tools for Success* is used in Grades 7 and 8. This program provides a solid foundation in fundamental middle grades topics, including fractions, decimals, ratios, proportions, and percents. It integrates key algebra, geometry, and data analysis topics throughout the series.

Middle Grades Math: Tools for Success connects mathematics to other disciplines, to other math topics, and to the real world. Using a balance of hands-on activities and skills practice, students explore concepts while developing critical thinking and problem solving skills. The program draws on students' prior knowledge and relates math to their everyday lives. It helps students build stronger skills through an exclusive and continuous process of building math skills and checking understanding. Then students immediately apply these skills to real-world, problem solving situations. *Middle Grades Math: Tools for Success* encourages different approaches, asks the right questions at the right time to immediately assess understanding, and promotes the sharing of ideas, cooperative learning, and individual as well as small-group activities.

Standards

There are eight Learning Standard Statements in mathematics: Standards 1-4 are conceptual understanding standards (1. Arithmetic, Number and Operation Concepts; 2. Geometry and Measurement Concepts; 3. Function and Algebra Concepts; and 4. Statistics and Probability Concepts). Standards 5-8 are performance standards (5. Problem Solving and Reasoning; 6. Skills and Tools; 7. Mathematical Communication; and 8. Putting Mathematics to Work). These eight standards have been adapted from the New Standards by the National Center on Education and the Economy and the National Council of Teachers of Mathematics (NCTM) Curriculum Standards.

Each standard statement is expanded into Benchmark Standards at grades four and eight. Course Standards appear at each grade level and accumulate within a grade span to help students arrive at the aforementioned Benchmark Standards. Note that the Course Standards are comprised only of Standards 1-4 because there is not much differentiation among the grades in Standards 5-8. Standard 6, Skills and Tools, is the only performance standard for which there is significant differentiation among the grades. However, these differences are covered within the Course Standards.

The Course Standards are not an exhaustive list of the concepts and skills which students must accumulate at each grade level. The Course Standards provided are merely a sampling of the types of concepts and skills which students should be learning at each grade. A more comprehensive list can be found in the scope and sequence charts of each of the appropriate curricula.

SCIENCE

*The Beacon Curriculum in science is divided into three grade spans (K-5, 6-8), in alignment with recent science standards documents, **Benchmarks in Science Literacy** and the **National Science Education Standards**. The elements of the curriculum sequence can be regrouped to suit a*

variety of grade-level structures. Schools implementing a non-graded program, multiage classrooms or 'looping' can divide the scope and sequence to support their needs. The focus throughout is on developing student's appreciation of and abilities in scientific inquiry while they acquire scientific knowledge and identify its relevance to their everyday lives. By fostering student's natural curiosity and expanding their skills in asking and answering questions about the natural world, teachers provide the foundation for scientific literacy essential for modern citizens.

Recommended teaching materials are products developed as 'standards-based curriculum' by many authors, some under funding by the National Science Foundation. These and other written curricula should be thought of as a starting point, inspiring teachers to bring their own knowledge of science and passion for learning into the curriculum at relevant points. The challenge for administrators is to match teachers' knowledge, experiences and interest with appropriate supporting materials. The interplay between teachers and materials ultimately define student learning opportunities. An integrated program with a coherent focus matching the specific mission of the school requires the collaboration of all members of the school community.

Kindergarten to Grade Five

The learning of science in the elementary years must support the early childhood development of communicative and quantitative skills while also building the foundations for later in-depth learning through the science disciplines. In particular, by the end of the elementary years Beacon students' innate curiosity about the natural world will be reinforced through numerous opportunities to utilize elements of scientific inquiry in their classrooms. The early years (K-2) are devoted to guided observations, simple recordings of findings and the development of an understanding of quantitative relationships. Young children begin to appreciate the concept of a 'fair' test, even though they may not be familiar with the term 'controlled variables.' In later years (3-5), students raise questions that can be tested through the design of experiments, use instruments to gather data, evaluate and communicate data, and consider alternative interpretations of experimental results.

Throughout each elementary school grade, students are exposed to all of the science disciplines (Earth & Space Science, Life Science and Physical Science). Some content spirals (e.g., life cycles, properties of matter, energy) through the curriculum so that students build the foundations for deeper conceptual understanding in later years. Other content (e.g. water cycle, forces, and chemical properties) appears for the first time only at the end of the elementary sequence as students begin to acquire the abstract reasoning skills they need to consider such material.

Science modules that match the developmental needs of young learners as they engage in many forms of scientific inquiry constitute the elementary curriculum. Teachers and schools can choose to build their curriculum through the yearly use of three or four modules from *Full Option Science System (FOSS)*, *Insights* or *Science and Technology for Children (STC)*. Supplementary materials can be integrated into these core elements to produce a lively and meaningful learning experience for elementary students.

Grade Six to Grade Eight

Middle school, when students often have their first science-specific classes, is the time for students to engage intellectually with complex issues. Students continue to practice their ability to pose testable questions and to design an investigation that will produce data to support their predictions. Information from outside resources becomes an essential tool for students as they focus their inquiry on topics that impact their own lives and the quality of life in their

communities. This focus builds on adolescent's maturing sense of self and community. By the conclusion of middle school, students begin to identify variables and controls in the experimental setting and recognize the limits and promises of science and technology for answering questions and solving problems. .

As in elementary school, middle school students are exposed to all of the science disciplines (Earth & Space Science, Life Science and Physical Science) in each grade. Building on their prior knowledge and their newly developing abilities in abstract reasoning, students in the middle grades can evaluate the quality and reliability of experimental evidence in each scientific discipline. The goal is for students to construct an intricate conceptual appreciation of the growing and changing scientific knowledge about the cellular nature of life, interactions and cycles within planetary systems, and the particulate nature of matter.

Curriculum materials, such as *Full Option Science System (FOSS)*, *Insights and Science and Technology for Children (STC)*, from the elementary series have modules useful for early middle school. Similar modules that are inquiry-based, often interdisciplinary in nature and specifically designed for the middle school years have been developed as *Event-Based Science*, *Foundations and Challenges to Encourage Technology-Based Science (FACETS)*, *Middle School Life Science*, and *Prime Science*. Additionally, science teachers should actively connect their courses with new developments in technology and with health courses that complement the needs of adolescent learners. Technology education, with a focus on the design process and construction in numerous domains, helps students apply scientific principles in relevant settings while health education encourages an awareness by middle school students of their developing bodies.

FINE ARTS

Artists have provided us with one of our earliest--and ongoing--records of human civilization, from the Neolithic harvest figurines of Mesopotamia to the Paleolithic cave paintings of the Dordogne. The arts have been a constant of the human condition throughout time and space and are too frequently taken for granted today, so imbued are they in every facet of modern culture. Unfortunately, in an era of fiscal austerity and educational "back-to-basics," their role in formal education has lessened at precisely the time when greater cultural diversity and sensitivity within American society argue for greater attention to the arts rather than less.

Beacon's fine arts curriculum, while outside the academic core, remains a central feature of the program. All students will be introduced to the rich education that the arts provide, particularly as they represent a human commonplace from all periods and places in recorded history. The arts program will be doubled-edged, helping students both produce and appreciate art. From a broad introduction to art forms through increased specialization at the upper levels of the curriculum, all Beacon students will graduate from our arts curriculum with competencies consistent with the 1994 National Standards for Arts Education.

Each Beacon graduate will have a basic appreciation of all four arts disciplines—dance, music, theater, and the visual arts. He or she will become acquainted with exemplary works in each discipline and from a variety of cultures and historical periods. This examination of great art will require each student to develop basic knowledge and analytic skills in each discipline, and to communicate his or her impressions successfully. Whenever possible, each Beacon graduate will become proficient in at least one art form during the middle school and high school years.

Kindergarten to Grade Four

Dance

Dance comes naturally and spontaneously to young children. Movement characterizes their existence with only the imposed restraints of culture and institution. An early dance program parlays this natural inclination to move often and move freely into an awareness of the body and the exploration of synchronized movement. As each student begins to appreciate the creativity of individual bodies in motion, he or she is also introduced to partnerships and group projects in the performance of simple dance routines.

Simultaneously, students in grades K-4 are introduced to the concepts and vocabulary of dance. They learn elementary terminology in the discipline and, perhaps more importantly at this stage, how to respect others' movements and the skills associated with being part of a critical audience at a dance performance. Almost immediately, their appreciation of dance will extend beyond their own cultural tradition(s) into elements and expressions of dance around the globe and throughout history

Music

Students enter schools singing, having been sung to, and listening to music on radio and television—often quite literally surrounded by music. As with dance, an early introduction to music focuses on controlling and regulating the production and appreciation of music. Students will continue to learn music by doing music—singing and playing instruments—but they will also begin to read and create simple musical notation. As with every art discipline, their repertoire of musical appreciation and evaluation will be expanded, particularly into early national and global time periods. The world's many musical heritages, both at home and abroad, will further enrich the musical repertoires of Beacon students beyond a weekly radio hit parade.

Theater

Most children come to school with a well-developed, rich imagination. A world of 'pretend' and 'make-believe' may be, in many cases, as vivid to them as their social reality. Early instruction in theater, it follows, should take advantage of every child's natural improvisational tendencies. Beyond acting itself, though, students are quickly introduced to the systematic, complex world of the dramatic arts. They quickly come to understand that a dramatic presentation represents the final integration of many artistic processes: writing, scripting, directing, designing, researching, constructing, staging, singing, choreographing, among others. The individuality of pretending so characteristic of the very young is quickly replaced with an understanding of and participation in the detailed, systematic group processes and teamwork of theater.

Visual Arts

Most students begin their academic careers as well-published artists, with framed Crayola sketches in family rooms, on Christmas cards, and in thousands and thousands of scrapbooks. Formal instruction promotes the energy and excitement for doodling, map-making, and graphic inventiveness which Beacon students already possess and channels this exuberance into more coordinated, more complex artistic production. The challenge anew is to complement children's enormous impulse to create with the initial development of critical faculties and observation techniques. They learn an interpretive vocabulary and analytic schema which will serve them as they begin to analyze as well as produce works of art—their own, their peers, and the world's masters—and communicate their impressions to an audience.

Grade Five to Grade Eight

Dance

Dance among emerging adolescents carries a social burden latent in younger children. The spontaneity between genders and before an audience of the early elementary years is forever lost. Individual identity formation and its attendant self-awareness force universal dance instruction to be much more classroom-based. A willingness to perform dance will diminish for many students during these years, but the capacity to understand and analyze dance will increase for all students. They will be able to expand their appreciation of dance's value as recreation, entertainment, and cultural expression, but many may not elect to continue as dancers. The most engaged students will continue to dance and take advantage of physical coordination and fitness during these years, but many will choose other outlets for conditioning.

The dance performance program, for those who remain, will continue kinesthetic development and movement sequences. Intermediate choreographic principles will combine with increasingly sophisticated and complementary partner skills. A public presentation or presentations will provide an opportunity for dance specialists to showcase their growing confidence and competence.

Music

General music appreciation continues in the intermediate grade span, but specialization in musical performance will be by choice, rather than requirement. Broad experience with a wide variety of music will continue for all students to enhance their musical understanding and knowledge. Again, this aesthetic development will travel around the globe and backward in time.

Those students who continue in choral or instrumental music will perform alone, in ensembles, and in a chorus or band. They will read music accurately and begin elementary composition of their own. Repertoires will expand to include a number of different genres from several cultures, and their ability to perform selections of greater difficulty will increase steadily and systematically.

Theater

Imagination continues as the central dramatic force of Beacon's intermediate curriculum. In order to define and develop a personal voice, however, students must now pay more attention to the points of view expressed by actors and playwrights other than themselves. They will come to understand how artistic choices are made and how to break down and critique all of the complex elements of dramatic presentation. Such sound and supportable analysis will lead, in turn, to the incorporation of attractive styles and techniques into each student's emerging dramatic voice. Even as students arrive at their own fledgling, distinctive worldview, they will appreciate all the more the seemingly endless aggregate of individual expression in their own cultures and in every culture—here and there; yesterday, today, and tomorrow.

Visual Arts

Adolescent individuality, cast as a potential detriment to a dance curriculum, becomes an expressive advantage for the visual arts. Increased affective, psychomotor, and cognitive skills

favor student work that is more imaginative, more sophisticated, technically precise, and far more confident and representative of the artist's experiences and evolving point of view. Perhaps more than anything else, a full range of media stimulates artists of this age with an array of choices for communication that were not developmentally appropriate for younger children.

The continuation of the art program features choice within the practicalities of school size and budget. Not every Beacon school will have a kiln or an auto-CAD for blueprints, but each school and program will maximize options in the visual arts. Drawing and painting, working with clay, sculpting, woodcarving, plaster molds, film—the options for intermediate students are endless and must be coordinated with overall school goals and constraints. As each student chooses and refines techniques with a particular medium or media, however, all students continue their exposure to the worldwide expression of feelings and ideas through the visual arts. They develop a deeper appreciation of the cultural factors that influence art and the reciprocal effect of the arts on daily life. They also begin to refine their artistic tastes and discriminate between 'good' and 'not-so-good' art in form, style, and message.

Character Education and Diversity

Beacon's diverse curriculum incorporates character education and diversity in order to better prepare students to be responsible citizens in the 21st century. Schools managed by Beacon stress character education by implementing core values such as integrity, diligence, perseverance, fairness, kindness, self-respect and friendship into the curriculum. These values are taught through core subjects, homeroom discussions, school meetings, parent education sessions and school wide assemblies. The character education program will be based upon the work of Mary Beth Klee (Core Virtues Curriculum).

Diversity is an intrinsic value within any effective educational program. The racial and cultural background of all students and other members of the Beacon school community will be valued as essential assets in the ongoing development of life-long learners. All members of the Beacon school community will be exposed to a racially and culturally diverse school and work environment and be expected to further their understanding of the others with whom they learn, work and live. Diversity will be reflected in the student population, curriculum development, staff development, board development, school programs, co-curricular activities and parent activities. Beacon schools celebrate the diversity of their students, parents and community through the education program and community partnerships.

HEALTH AND PHYSICAL EDUCATION

There is no question whatsoever about the importance of a healthy, active lifestyle in an increasingly mechanized and stressful world. Beacon accepts that premise at face value in the development of an integrated health and physical education program that will give its students the lifelong knowledge, skills, and attitudes of good health and fitness. Whether in a daily routine, a hobby or recreational activity, or on a career ladder, nothing approaches the awareness of physical well being and health for us all.

Recent statistics released by the President's Council on Sport and Physical Fitness suggest that levels of athletic participation and physical vitality are at a thirty-year low. The Beacon curriculum will address those gloomy numbers directly through a carefully articulated K-8 program of physical activity and classroom instruction that provides all students with recreational and athletic options regularly. Countless studies point to the value of physical exertion and play in enhancing learning and improving students' self-image. Positive feelings about oneself and

others, through individual and group activity, improves overall school tone and assures a safer, happier, more successful place of learning.

Kindergarten to Grade Four

Play is arguably the predominant activity of pre-schoolers anywhere. Coming to school for the first time, four and five year olds are as predisposed to instruction in health and physical education as is imaginable. It remains for teachers to capitalize on their students' innate sense of activity.

The elementary curriculum in health and physical education, then, is predicated upon love of play. Students will continue to run, jump, skip, and throw, but in more organized skill and game sequences and in small groups and teams rather than alone or informally. Their play will become more systematic and structured without a significant sacrifice of spontaneity.

Students will learn how to warm-up and cool down before playing games or exercising individually. They will learn how to improve their locomotive skills and coordination as they become more aware of their body and its potential. They will also begin basic movement in dance and begin apparatus-free postures and progressions in gymnastics as well. Most importantly, they will learn to distinguish between safe and unsafe exercise practices.

Teachers will implement the **SPARKS Physical Education Program**, developed by the Sand Diego State University Foundation. **SPARKS** is a comprehensive physical education program designed to help teachers improve the physical activity, fitness, and movement skills of elementary students. **SPARK** activities encourage maximum student participation during class time, as well as promote regular physical activity outside of school.

Keeping fitness logs and activity calendars will help elementary students begin to notice and monitor their personal health. They will also make note of changes in the body during physical activity: including transpiration, respiration, and cardiac response. As they exercise more vigorously and reflect on their activities and accomplishments, a study of the role of nutrition and a healthy daily routine will follow logically. They will begin to assess the nutritional value of a cafeteria menu or a lunchpail's contents and they will begin to see a relationship between hours of sleep and next day effectiveness.

Grade Five to Grade Eight

The intermediate program continues the elementary initiatives in exercise and classroom instruction, but with the clear recognition of puberty and its effects within and across genders. Enormous ranges of size, coordination, and physical maturity replace the relative physical homogeneity of elementary school students in the intermediate years. Just as the program at all levels must be adapted to the diverse needs of individuals, so the intermediate program must recognize a temporary, but dramatic, hormonal scattering away from the norm.

The element of competition, as well as cooperation, becomes a significant component of intermediate physical education. Students increase their individual skills and strength in a much broader locomotive range, but motions, endurance, and coordination are now fused into offensive and defensive strategies in both individual sports (e.g. tennis, badminton, track and field) and team sports (e.g. soccer, field hockey, basketball). Individual and collective problem-solving dimensions also enter physical education at this level, as students make tactical decisions such as how to score a goal, how to get to the net quickly, and how to prevent a star player on the other team from riddling their defense.

Increased mobility comes with increased maturity. Students can now engage in many indoor and outdoor activities on their own, during and after school. Some students will begin to incorporate hiking, biking, and camping into their weekend and summer lifestyles. They will take fuller advantage of community resources and enter intramural, community and interscholastic league play for the first time. Elements of stress and stress management will become part of their athletic and exercise personae and childhood play will give way to more organization and more adult supervision.

Nutrition and healthy lifestyle choices will directly effect students' well being and overall effectiveness at this point of transition between child and early adult. Students will begin to control their overall fitness level deliberately and train systematically for membership in one sport or another at their level of aspiration. Sensitive issues of sexuality and substance abuse begin to emerge at the intermediate level as physical and social changes permit students to entertain previously forbidden 'adult' practices for the first time.

WORLD LANGUAGES

The goal of Beacon's articulated K-8 World Languages curriculum is to develop students' language abilities in four areas:

- › Conversation.
- › Comprehension and Interpretation
- › Presentation and Communication
- › Cultural Understanding

Towards this end, certain instructional principles will be established:

1. From the earliest stages, instruction will be delivered exclusively in the target language with controlled vocabulary. In this manner, students at all levels associate the direct experience with the second language, without resorting to English translation.
2. At beginning stages of second language learning, programs will emphasize receptive skills (listening comprehension) rather than productive skills (speaking), and will use the insights of second language acquisition research in the development of the program. Though at the early stages, language learning will emphasize listening and speaking skills, in late elementary, middle, and high school, students will be exposed to age-appropriate and more challenging reading and writing activities. At the early elementary level, vocabulary and grammar will be controlled. In late elementary grades, middle school, and high school, vocabulary will be expanded and a more reflective study of grammar will be incorporated.
3. Second language learning will not focus on grammar as an object of instruction. Social and cultural contexts will be emphasized. Students learn a language by listening to it in contexts that are cognitively appropriate and meaningful to the age group. For that reason, language learning activities will consider the child's cognitive level, the social and physical development. Learning will be organized concretely using visuals, props, and hands-on activities. The study of grammar may be addressed in middle school and high school.
4. Language instruction will reinforce, expand, or teach the regular curriculum. Towards this end, the World Languages curriculum will be constructed upon the principles of second language acquisition, understanding of communicative language teaching, knowledge of the regular curriculum, and child development. Elementary, middle and high school teachers will plan together for the entire language experience in order to guarantee proper articulation between the

three levels of schooling. Also, language teachers from all levels will work together in staff development activities to facilitate a smooth transition from one grade to another.

5. Integration with the curriculum will be done in two ways: a. Develop a list of linguistic objectives (topics and functions, including nouns, adjectives, and verbs) and look for possible units from the regular curriculum that can be adapted to the linguistic objectives. b. Choose a particular unit or topic from the curriculum and determine the linguistic objectives that are necessary to master and communicate that content. The selection of approach may depend upon the particular unit and its commitment and orientation to the language project.
6. Because its Kindergarten through Grade 8 World Languages curriculum is articulated with the core curriculum, Beacon is not presenting options for exploratory language programs or for introducing beginning language options at key entry points in elementary and intermediate school years. At these levels in particular, use of a standard textbook is not advisable because of this content-based, interdisciplinary emphasis.

Kindergarten to Grade Four

At the elementary level, the second language curriculum is largely an oral/aural experience. It incorporates many topics and units studied in Mathematics, Science, Social Studies, Music, Art, and Physical Education. Such a program will reinforce, review, and sometimes teach subject matter. At the beginning stages of language learning, Mathematics and Science are ideal areas because they can be taught with limited vocabulary and manipulative experience. The goals of History and Geography in the early grades can coincide with those of the second language when dealing with school, home and community. Cultural practices need to be emphasized. Music, Art and Physical Education can lend themselves to inclusion through songs, dances, collages, and games from the target culture.

Following these principles of integration with the curriculum, possible topics, which can be arranged in different ways, include:

- › Identity/school/classroom/shapes/community/ professions
- › Family/parts of the body/house
- › Animals/parts of the body/habitat
- › Sports/clothes/colors
- › Weather/seasons/days/months/numbers/time
- › Holidays/food/likes and dislikes/feelings

Using these and other content areas, students will use words, phrases and expressions to: greet; ask and answer questions; express likes and dislikes; express needs, agreement and disagreement; give and follow directions; obtain new information and knowledge; describe; compare; contrast; explain; interpret; narrate; solve problems; read, discuss and write authentic literature. The use of vocabulary and grammatical structures for these linguistic functions will be controlled at elementary level and will vary according to the level of study and linguistic proficiency of the student.

Examples from areas of the curriculum that lend themselves to these objectives include:

Mathematics: In elementary school, hands--on instruction, problem solving, and computations provide concrete contexts for language learning. Activities that include classification, estimation,

number relationships, and measurement are ideal. Students can draw, describe, model and classify shapes.

- › Line up to name and represent their favorite color in a human graph.
- › Estimate the number of clothing items in a bag, sort them by color, and then compare their sizes.
- › Estimate and measure classroom objects in non-standard (pennies) or standard units (inches, centimeters).
- › Predict missing numbers on a chart.
- › Write a chart with a number pattern on it (e.g., 1, 3, 6, 10, 15, 21) and ask students what comes next.
- › Order fruits with numbers written on them from least to greatest.

Science: At the elementary level, students will be encouraged to develop skills in problem solving such as observing, comparing, contrasting, classifying, and predicting through hand-on and experimental activities. Categories within and results of this experimentation will be simply stated in the target language.

- › Look for patterns, similarities, and differences in objects and organisms when they group students by sex, hair/eye color, or size of hands.
- › Classify food according to color, shape, texture, or taste using target language.
- › Place a beaker of cold water in bright sunlight. Record temperatures over time. Remove from heat source and continue recording temperatures.
- › Grow plants from cuttings or bulbs. Compare them with the parent plant according to size, color, shape in the target language.
- › Match pictures of domestic animals with appropriate names in target culture.

History and Geography:

- › Identify and name illustrations of family, schools, and community in the U.S. and target cultures
- › Sing songs and dramatize folk tales from the U.S. and target cultures
- › Identify holidays and U.S. and target culture countries, including foods that are common to those holidays
- › Describe and contrast differences between urban and rural life in the U.S. and target culture countries
- › Compare local region with other regions of the U.S., studying their geography, history, and current political and economic systems. Make a comparison with a country of the target culture.
- › Read and follow recipes and cooking directions for foods from the U.S. and selected target cultures.

Grade Five to Grade Eight

At the middle school level, the World Languages curriculum is constructed around a spiraling structure which revisits areas of the curriculum previously studied, expanding the vocabulary base, and developing the use of more complex linguistic structures to expand upon topics in more sophisticated contexts. Team-teaching, which characterizes middle school instruction in many institutions, facilitates identification of areas of the curriculum and themes that can be emphasized. Though the primary focus remains content-based instruction with attention to social

and cultural contexts, formal grammar instruction may be introduced as the World Languages curriculum moves towards productive skill development (speaking and writing). Limited grammar instruction can reinforce, and be enriched by, understanding of linguistic functions studied in English.

Examples from areas of the curriculum that lend themselves to these objectives include:

History and Geography

- › Expand community studies into the world community, with the use of maps and globes; study physical as well as cultural geography, overlapping with science.
- › Study the groups that settled in the New World, conflicts that developed, and changes that occurred with immigration in the twentieth century.
- › Explore the components of culture and the difference between Western and other societies. Explore how U.S. society differs from target-language societies, identifying and describing values reflected in food, clothing, and shelter; compare and contrast school systems as well as attitudes towards work and life.

Mathematics:

- › Introduce the metric system.
- › Introduce foreign currencies and work with conversions from dollars to the currency of the target culture and vice-versa.
- › When working with fractions, bar graphs or other functions, use culturally significant items (e.g. a single color clothing) for students to survey and describe.

Science:

- › Study the weather, topography, geology, archeology or agriculture of target-language regions.
- › Overlapping with Mathematics, use the metric system in exploring these and other topics.
- › Read and record temperatures in countries of the target culture using a Centigrade thermometer.
- › Study and weigh foods or practice measurements using objects from the target culture.

Fine Arts

- Study the art and artists of target cultures.
- Do collages, murals or other projects about the target cultures or emulating the styles and techniques of artists from those cultures.

Parent Education

Parent education programs will be provided on a regular schedule. Modeling the student program, parents will be invited to participate in a series of workshops based upon the United States Department of Education's **Helping Your Child to Learn** series. Modules include reading, mathematics, homework, using the library, and test taking.

Parents will engage in hands on activities designed to help them understand the basics as well as the process. The school will collaborate with other agencies in providing basic literacy programs when needed.

6b. Please see appendix B for a listing of the School's learning standards and benchmarks.

As was mentioned in the description of the School's educational plan, much of the program is based on the New Standards™. The use of these standards requires that students demonstrate their learning and knowledge. The school's use of project-based learning and technology allows students to demonstrate that they can apply the instructed skills and have acquired the expected level of knowledge. Another example of the consistency between the School's instructional strategies and curriculum is provided through the use of the Open Court reading program. Open Court requires explicit instruction in phonics. Accordingly, this requirement is met through the pedagogical approach of teacher-directed instruction.

6c. The curriculum is designed to ensure that students master competencies prescribed in standards while also accommodating multiple learning styles and engaging students as active learners. The multi-faceted nature of the curriculum requires the alignment of multiple assessment strategies. Consequently, the School will provide assessment through the use of a variety of approaches including anecdotal records and interviews, checklists to reflect mastery of skills, student portfolios, as well as national and state standardized tests.

6d. The pedagogy for the School is based upon:

- › Teacher directed instruction
- › Project based learning
- › Integrated Technology

Teacher directed instruction is used to teach phonics, reading, and basic mathematics skills. Teacher directed instruction may be whole class, small group or individual. Using the direct instruction method, the teacher is the sole source of instruction and information. Students are then required to apply these skills in a project based learning environment.

Project based learning is a pedagogical approach that places the student in the role of researcher, creator, interpreter and presenter. In project based classrooms, the teacher presents the problems to students, which requires them to become actively involved in the learning process. The problems are often interdisciplinary in nature and direct the students to read, write, compute, research and present. The teaching staff designs projects with the assistance of Beacon's national curriculum consultants. Project based learning is a microcosm of the way in which students will learn and work in the 21st century global arena.

Other core subjects are taught through both project based and teacher directed instruction as may be appropriate for the learning styles of the children.

Each student receives an Individual Learning Plan (ILP) that outlines the student's goals and expected minimum achievement levels for the year. A learning style inventory is used to ascertain the student's strengths and needs. Beacon staff revise the plans as needed throughout the year.

Students will stay with the same teacher for two years. Grade levels will also be organized as families so as to promote social skills, greater flexibility for instruction and a positive school climate.

Technology permeates the instruction program. As is evident in the budget that is attached, Beacon managed schools provide access to the latest technology for staff and student use. Internet resources are offered for every grade level. Beacon recommends that both teachers and students utilize these in the classroom. In addition Beacon will provide parents with access to these same resources when school is not in session.

- 6e. Students who need services under the IDEA or Section 504 of the Rehabilitation Act of 1973 will receive those services in accordance with the IEP (IDEA) or program plan (504). Students with special needs will participate in the regular classroom and participate fully in the school's academic and assessment program in accordance with their IEP or accommodation plan. The school will offer reasonable accommodations and will provide assistive technology and support services.

6f. Proposed Calendar and School Day:

Pre opening teacher workshops:	August 13 - 24 2001
Labor Day	September 3
School Opens:	September 4
Columbus Day	October 8
Thanksgiving Day Recess	November 22 –November 25
December 22- January 1, 2001	Break
January 21, 2001	Martin Luther King Jr. Day
February 18	President's Day
March 25-29	Spring break
May 27	Memorial Day
June 20	Last Day of School

September 4, 2001 will be the first day of school in 2001-2002 school year. The last day of school is projected to be June 20, 2002. Additional days will be added to make up days lost to school closings.

The school year will be 190 days. The school day will begin at 8:30 AM and end at 3:30 PM. There will be a one half hour lunch. Total instructional time will be 1235 hours or 390 minutes per day.

Measurable Student Performance Objectives

7a. The School's academic objectives are as follows:

- › 75% of the students who have been enrolled in the School for at least three years will meet all learning standards in core subjects in the Beacon Lightpoints Curriculum© by the exit grade. (Grade 8)
- › Based on national percentile scores, at least 75% of the students will score at or above the 75th percentile on the Stanford 9 subtests for reading, mathematics, science and social studies. Students who score below the 75th percentile on any Stanford 9 subtest at the end of a given year will have at least a 20% gain in that subtest by the end of the following year. In order to

gather the data for this goal, the school will pre-test the students in September and post-test the students in May of each year.

- › For each subject assessed at each grade on the State assessment, average performance of the grade will be at least at the State average each year, beginning in 2003-2004.

7b. Assessment is an essential component of the School's educational plan. The educational format establishes standards at each grade level that provide a framework for assessment.

Assessments will be constructed and integrated in accordance with the curriculum and will indicate overall achievement levels. The staff will utilize a curriculum and instructional management system for this purpose. This software program allows teachers to align national and state standards, to develop lessons and Individual Learning Plan, and to track student progress. The most recent version is web-based and will allow parents to view samples of their child's schoolwork online.

The teacher will evaluate and provide feedback on student progress using a variety of assessment methods that value both the content and the process of academic achievement as described above. The emphasis in assessment is to ensure that students have ample opportunity to demonstrate what they know and are able to do. Teachers will provide written report cards and schedule parent conferences three (3) times a year. A portfolio night will be held twice a year for grades K-8.

Portfolio night will be a time when students display and defend their work samples for their parents and others. The end of the year parent conference will be used to develop next year's Individual Learning Plan.

Student progress will be evaluated through a multi-dimensional assessment program, which will consist of the following components:

- › Anecdotal records and interviews
- › Checklists to reflect mastery of skills
- › Student portfolios
- › DSTP exam results
- › Standardized tests: Stanford 9

Rubrics will be developed for use with student portfolios. Rubrics list a clear set of guidelines for particular pieces of work. They allow for recognition of high achievement by describing what work will look like at varying levels of success. Rubrics break down large assignments into smaller parts so a student can see if he/ she, for example, demonstrated high-level research skills but significantly less successful writing and organizational skills.

Students will receive rubrics with the project assignment so they may constantly edit their work to strive for higher achievement. After projects are assessed, students will use rubrics to revise work that falls below minimum standards. Student projects will not be "complete" upon submission; students will finish when their work is complete and meets the standard.

Portfolios will be scored as follows:

- › Separate portfolios are created for each for each content area.
- › Each content area is scored separately.

- › The same scoring rubric is used across all grade levels.
- › Each work sample within a content area receives a score from one to six.
- › An overall holistic score from one to four, generated for each portfolio by content area, focuses on the student achievement represented by the self-reflections and selections in the portfolio.
- › Student score reports show performance across the years, facilitating longitudinal comparisons

In classes where discrete skills or content knowledge is necessary for certain units, students will learn to study for and to take tests and quizzes in diverse formats. Test-taking strategies and decoding skills form benchmarks that allow students to get beyond the examination and actually demonstrate the knowledge being tested.

Letter grades will be used for each subject. Grades will reflect the level of competence that students have reached. Grades will be determined after review of the assessment data referred to above. This data will reflect a student's level of competence relative to the benchmarks.

A = Proficient

B= Competent

C = Not yet proficient

D = Novice

A student must attain a B to move on to the next level of instruction.

Proposed Assessment Grid

INFORMAL	K	1	2	3	4	5	6	7	8
Student Observation									
Interview									
Discussion									
Journal									
Notebook									
Self-Evaluation									
FORMAL	K	1	2	3	4	5	6	7	8
Visuals									
Graphs									
Charts									
Maps									
Diagrams									
Models									

Timelines									
CONSTRUCTED RESPONSE	K	1	2	3	4	5	6	7	8
Phrases: Sentences									
Paragraphs									
Expository Essay									
Extended Essay									
Research Monograph									
EXHIBITIONS	K	1	2	3	4	5	6	7	8
Bulletin Board									
Oral Report									
Multimedia									
Poster									
Collage									
Drama									
EXTERNAL	K	1	2	3	4	5	6	7	8
Stanford 9									
DSTP									

Please note: Shaded regions represent possible assessment events.

- 7c. Between the analysis of student evaluations and the achievement of academic standards, there must be a careful management of curriculum. At the Charter School of Southern New Castle County Charter School, we will use an integrated information management system (IIMS) and other available tools and techniques which allow us to preserve those parts of our curriculum that are achieving results, and make comprehensive changes to those parts that are not. For example, IIMS creates a cycle of standards, curriculum, instruction, assessment and validation that parents, faculty and students can comprehend. Only through such a deliberate process can learning be maximized.
- 7d. Underperforming students (passing but not meeting expectations in Individual Learning plan or standardized assessment targets) and students who have not met the grade level academic benchmarks for each subject will not be allowed to enroll in the next level. For these students the school will:
1. Complete itemized review of the assessment results;
 2. Revise individual education plan as needed, including the modification of instructional materials and strategies according to the data;

3. If necessary, increase the instructional time in the deficient area and decrease the instructional time in areas where the student exhibits strong performance. This may include the participation in an extended year program, provided at no cost, which will focus on areas of skill and content deficiency;
4. Provide individual tutoring from paid staff and school volunteers;
5. Provide frequent retesting to assess progress;
6. Create a support plan for the home

Finally, the school's looping program and team structure will allow these students to continue to remain with their age peers while continuing to progress academically.

- 7e. The school's performance targets regarding the State assessments should ensure that the school meets the fundamental criteria of "improving academic performance" for the school accountability requirements of the Delaware Accountability Act of 1998. Specifically, by using the district data that is currently available, a commitment in the third year of the charter to minimally meet the state average in each subject assessed at each grade would be an improvement in performance for students of the target districts. While the results of the Stanford 9 cannot be perfectly correlated to school performance on the State assessments, the performance target of 20% improvement for any student not scoring at or above the 75th percentile on the Stanford 9 subtests should also ensure that the school meets the requirements of the accountability statute.

Since students cannot move to the next grade level without displaying "competence" in a subject, the school will meet the student accountability retention requirement for reading in grades 3, 5, 8 as well as the retention requirement for English/Language Arts and math in grade 8.

The school should also meet the requirements of teacher accountability in that it intends to hire based on the exhibition of relevant mastery and skills, hire certified teachers, and provide professional development and evaluation.

Admission Policies and Procedures

8. The school will take proactive measures to identify, attract and admit interested families through contacts with the media and with a broad base of community agencies and organizations. CSSNCC will also take proactive measures to identify, attract and admit students who do not have parents to advocate on their behalf.

Specific outreach tools include the use of telephone surveys, radio and newspaper advertising, direct mailings, and community meetings.

The advertising process will begin with the publication of the application procedure and timeline. This will be done in November 2000. The initial application period will be forth-five days at which point a lottery will be held if necessary. The Board believes that parents will want to know within a relatively short period of time after the initial application whether or not their child has been admitted.

Admission to CSSNCC will not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

Once families are notified of acceptance, they will have thirty days to notify CSSNCC of their intention to attend. Should the family not respond in that period of time, it will be assumed that the family has declined to attend. At that time another student's name will be selected from the wait list.

CSSNCC will be open to any child who is qualified under the laws of the State for admission to a public school who wishes to benefit from an innovative educational program. The application details how students with special needs will be served. Support staff and contract services have been provided for in the budget. Admission may be refused to any student who has been expelled or suspended from a public school until the period of suspension or expulsion from a public school has expired, consistent with the requirements of due process.

All students enrolled will be automatically re-enrolled the following year unless the parent has withdrawn the student.

A student may withdraw from CSSNCC at any time by notifying the school office and completing a withdrawal and record transfer form

Recruitment Timetable

September/October 2000	<input type="checkbox"/> Telephone survey to gather advertising information <input type="checkbox"/> Review survey data <input type="checkbox"/> Design advertising materials <input type="checkbox"/> Hire or contract recruitment staff
October/November 2000	Advertise using radio, newsprint, mailing, and community meetings.
December 2000 – January 15, 2001	<input type="checkbox"/> Accept applications <input type="checkbox"/> Monitor applications to ensure diversity and complete coverage of target areas.
January 15, 2001	<input type="checkbox"/> If school oversubscribed, conduct lottery <input type="checkbox"/> Establish waiting list <input type="checkbox"/> Send admissions letters
January 15 – Until School meets enrollment targets.	<input type="checkbox"/> Confirm acceptances and complete enrollment procedure <input type="checkbox"/> In the case of declined admissions, offer available slots according to waiting list.
May 1, 2000	Send DOE preliminary enrollment information

9. If more students seek admission than space allows, a lottery (random selection process) will be held for oversubscribed grades. In cases of oversubscription, students will be placed on a waiting list in the order drawn.

Once families are notified of acceptance, they will have thirty days to notify the school of their intention to attend. Should the family not respond in that period of time, the school will assume that the family has declined to attend the school. At that time another student's name will be selected from the wait list.

10. As the school intends to be located within the Appoquinimink School District, the school will provide an enrollment preference to students residing within that district. The school will also provide a preference to siblings of enrolled students.

11. Students who need services under the IDEA or Section 504 of the Rehabilitation Act of 1973 will receive those services in accordance with the IEP (IDEA) or program plan (504). Services will be provided to students based upon the recommendation of the sending district within the capacity of the school. Where feasible, CSSNCC will also consider contracting for services from the local school district.

Students with special needs will be included in the regular classroom and participate fully in the School's academic and assessment program in accordance with their IEP or 504 plan. The staff will include a certified special education teacher and aides. When necessary CSSNCC will contract with other specialists to provide on site services as needed. Services to be provided at CSSNCC may include:

- › Speech and Language
- › Vision services
- › Adaptive Physical Therapy
- › Tutors
- › The school will adhere to all required State and Federal regulations related to:
- › Development and Implementation of the Individual Education Plan including programming in the least restrictive environment (LRE) and participation in the general school curriculum and assessment program
- › Participation in non academic and extracurricular programs
- › Notifications
- › Evaluations
- › Discipline
- › Transportation and other related services
- › Record keeping and reporting

*give some understanding
that they know
special education
for determine / process*

Administrative/Management Operations

12a. Responsibility for all decisions concerning the school shall be made by the School's Board of Trustees. The Board of Trustees will contract out the management of the academic program and business operations of the school to Beacon Education, LLC. The contract with Beacon Education will be fee for service and performance based, and will follow guidelines approved by the State Board of Education

The responsibilities of the Board of Trustees are to:

- › Define the School's mission.
- › Set overarching policy.
- › Approve the annual budget that includes Board allocations for the functions listed herein.
- › Approve the accounting system.
- › Employ legal counsel.

- › Obtain insurance as required.
- › Employee clerical help as needed to carry out Board functions.
- › Negotiate land and / or facility lease.
- › Monitor School performance and operations.
- › Negotiate and then oversee the School's management contract with Beacon Education.
- › Report student achievement results to the Department of Education, parents and community.
- › Develop an Accountability Plan.

Final responsibility on all matters concerning the School will rest with the Board of Trustees.

12b. The board recognizes that the school will need a wide range of expertise to succeed.

Accordingly, it is contacting community leaders in business and not-for-profit organizations whose complimentary talents, knowledge and skills are matched by a dedication to serving children. These board members will undergo board training as is provided by independent consultants, or when possible, by the State Department of Education.

The founding Board intends to expand to seven members. At least one Board position will be held by a parent of an enrolled student. In addition, a teacher at the school will hold one Board position.

12c. The school will contract the management of the academic program and business operations of the school to Beacon Education Management, LLC, a school management company experienced in the operation of charter schools. The contract with Beacon is based on a flat fee for service and is performance-based.

The Board of Trustees may terminate the contract if Beacon fails to meet academic and parent satisfaction goals established in the school's accountability plan. An overview of the relationship between the Board is listed below:

Term of Contract: Three (3) years. Contract may be terminated earlier for cause, i.e., material breach of contract requirements.

Fee for Service: 12% of public revenues, i.e., 88 cents on the dollar used for budget line items unassociated with the management company. Detailed description under "Financial Arrangements" below.

Performance and Delivery of Services:

- › Beacon Education Management will manage, operate, and administer the school on behalf of the Board.
- › Beacon Education Management is at all times accountable and subject to oversight of Board, authorizer, and state authorities.
- › Beacon Education Management, on behalf of School, will have power and authority to:
- › Contract for goods & services.
- › Prepare a budget for Board approval.
- › Select personnel (Staff and principal are approved by Board. The Principal shall be an employee of Beacon Education Management. The staff will be employees of the School.).
- › Establish and conduct educational program (in accordance with the Board's vision.)

- › Generally take such actions as are necessary to properly and efficiently operate a public school.

Educational Program:

- › School Design based on founding charter's vision and will include rich, core academic content, clear performance standards, and various instructional strategies including project based learning. Principal and staff will have maximum flexibility and autonomy to implement school design while remaining strictly accountable for results.
- › Board must approve any significant proposed change or deviation in curriculum.

Accountability:

State and school assessments and Accountability Plan administered by an independent third party. Information on the educational performance and progress of students and on financial operations officially provided quarterly, and any other time upon reasonable advance request.

Facility & Equipment

- › Beacon Education Management assists Board in finance, upfit, renovations, furniture and equipment procurement and installation
- › Beacon Education Management responsibilities:
 - Procurement and installation of technology.
 - Procurement of maintenance contracts for facility and equipment.
 - Insurance procurement.

Recruitment and Admission of students:

- › Joint Board/Beacon Education Management responsibility.

Financial Arrangements:

- › Beacon Education Management shall manage the Delaware Financial Management System for the Board according to the approved annual budget and the policies of the State of Delaware.
- › The School shall be the lawful owner of all real and personal property purchased with such funds.
- › Beacon Education Management's fee shall be 12% of applicable revenues (funds received from Federal, State, County, and local allocations and entitlement grants) but shall not include other donations or other revenue sources
- › 1st year budget shall include an allocation for reimbursement to Beacon Education Management for any previously unreimbursed but approved out-of-pocket expenses incurred by Beacon Education Management related to organizing the school.

Personnel and Training:

- › Authority: Beacon Education Management's personnel management duties and authority shall include determination of staffing levels, setting compensation, and all other personnel functions, consistent with federal and state law and subject to the budget approved by the Board.

- › Staff and principal are approved by Board. The Principal shall be an employee of Beacon Education Management. The staff will be employees of the School.

Termination and remedies for Breach

- › Cause: By Board
 - Failure to make reasonable progress toward achievement of agreed upon goals and student performance standards in the Agreement.
 - Failure to follow GAAP.
 - Any violation of a material provision of school law that was not specifically exempted for charters and that results in adverse consequences for the school.
 - Any substantial breach of any of the terms of the Agreement.
 - Revocation of authorization.
- › Cause: By Beacon Education Management
 - Failure to reach minimum enrollment.
 - Board unable to provide facility.
 - If Board fails to approve reasonable personnel, curriculum, program, or similar recommendations that Beacon Education Management determines to be necessary for the implementation of the school design.
 - If Board fails to remedy a material breach of the Agreement.

12d. Parents and teachers will be fully engaged as partners by serving on the School Advisory Council, on standing committees and as volunteers in the School and classrooms. The School Advisory Council will consist of parents elected by the parents of children attending the school and will include teachers elected by the staff. Community members may also be members of the Council. Parents will constitute the majority of members. The Council will play a vital role in advising the principals on School policies and programs.

Moreover, at least one parent and one teacher will hold positions on the Board of Trustees.

Staffing

13a.

FTE(s) by Position

	Year 1	Year 2	Year 3
Principal	1.0	1.0	1.0
Professional Dev. Coord.	1.0	1.0	1.0
Office Manager	1.0	1.0	1.0
Classroom Teachers	21.0	24.0	27.0

Specialists	3.0	4.0	5.0
SPED	1.0	1.5	2.0
Nurse	1.0	1.0	1.0
Social Worker	0.5	1.0	1.0
Aides	3.0	3.0	3.0
Technology/Media	1.0	1.0	1.0
Custodian	1.0	1.5	2.0
Total Employees	34.5	40.0	45.0

13b. Please see 13a.

13c. As the staffing chart and budget show, the School intends to hire special education staff for students with disabilities. Certification will be a requirement for employment. In the event that services cannot be provided internally, the School will contract with certified special education providers to meet the requirements of the student's IEP.

13d. Staff Hiring Timeline

August 2000	Board and Beacon finalize Principal profile.
September/October 2000	Advertise for Principal and screen resumes.
November 2000	<input type="checkbox"/> Board and Beacon to interview and hire Principal. <input type="checkbox"/> Background and reference checks performed by Beacon prior to hiring.
February/March 2001	Advertise for staff and screen resumes.
March/April/May 2001	<input type="checkbox"/> Principal interviews and proposes hiring of staff for Board approval. <input type="checkbox"/> Background and reference checks performed by Beacon prior to hiring.
July/August 2001	<input type="checkbox"/> Staff begins training and employment. <input type="checkbox"/> If necessary, unfilled positions addressed. <input type="checkbox"/> Substitute teacher list completed.

Criteria for Principal:

Education	Masters degree in Education Administration
Experience	<input type="checkbox"/> Five (5) years teaching experience. <input type="checkbox"/> Three (3) years administrative experience.
Knowledge, Ability, and Skills	<input type="checkbox"/> Organizational and leadership ability <input type="checkbox"/> Knowledge of Core Knowledge Sequence, Core Virtues, Project-Based Learning, portfolio and rubric assessments <input type="checkbox"/> Written and oral skills <input type="checkbox"/> Knowledge of statutes, educational practices, including

	<p>interdisciplinary learning and project-based learning, special education regulations, instructional practices, assessment, evaluation, technology, school-based decision-making, and business practices.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Computer skills including word processing, email, databases and spreadsheets. <input type="checkbox"/> Current certification as a principal.
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Criteria for Teachers:

Education	Bachelors degree and certification in assigned area.
Experience	Pre-service experience required for certification.
Knowledge, Ability, and Skills	<ul style="list-style-type: none"> <input type="checkbox"/> Passion for teaching. <input type="checkbox"/> Written and oral skills <input type="checkbox"/> Ability to complete research tasks. <input type="checkbox"/> Interpersonal skills and the ability to work in groups. <input type="checkbox"/> Ability to communicate effectively with parents, students and other staff. <input type="checkbox"/> Mastery of assigned subject and knowledge of current practices. <input type="checkbox"/> Willingness to support school's mission and goals and Board policies. <input type="checkbox"/> Knowledge of applicable state and federal regulations and statutes. <input type="checkbox"/> Knowledge of theory and practice of student learning styles. <input type="checkbox"/> Computer skills including word processing, email, databases and spreadsheets, and graphics.

13e. The School intends to hire Delaware certified teachers. In the event that the School must hire a qualified candidate who does not possess Delaware certification, the School will follow the State's alternative certification procedure and / or work with the State to obtain certification. In the case where no "qualified alternative certification" program exists, the School will not exceed the statutory limit for non-certified teachers.

13f.

The student/teacher ratio will be 18:1 in grades K-1, and 25:1 in grades 2-8.

13g. Salaries and contracts are offered to the principal and staff on an individual basis.

Compensation will be commensurate with knowledge, experience and performance. The School expects to offer salaries that are competitive with the local market.

The Board and Beacon will jointly hire the school principal. The principal will be an employee of Beacon Education Management. The principal will have the authority to hire the staff, within the constraints of the budget approved by the Board, and after notification to and approval from the Board. The principal has the authority to dismiss or not rehire staff after notification to and approval from the Board. Termination for performance will be based on the School's annual

review process. Opportunities to correct performance deficiencies will be provided on specified schedule. Peer and outside support will be provided to the teacher as the principal and the teacher agree is necessary.

13h. Not applicable.

13i. CSSNCC is committed to ensuring that all staff is actively engaged in professional development and growth. The Professional Development and Advancement Program has five strands. Each strand must be completed by the end of each year. The goals of the Professional Development and Advancement Program are to provide staff with frequent feedback from multiple sources. The sources include students, peers, self, parents and administrators. In addition, the School will have a professional development coordinator on site who will facilitate staff training in relevant areas such as the Core Knowledge Sequence and project-based learning.

14a. The professional development and annual review process include strands that applied by peers and are aligned with the school's mission and objectives. In addition, the staff will have access to technology that provides feedback and tracking of student and school performance.

14b. All teaching and administrative staff will receive regular evaluations using an instrument provided by Beacon. The evaluation instrument is designed to celebrate and build on successes, to identify and take action on areas that need improvement, and to document and develop a career path of every teacher.

14c. The school will be accountable to the parents of the children in three very powerful ways:

1. As school of choice, the parents can reward the school for good performance through student reenrollment, or punish the school for poor performance by withdrawing their child. As the school needs student enrollment in order to exist, maintaining parent satisfaction is of fundamental importance.
2. The school will conduct a parent satisfaction survey on an annual basis. As noted above, a composite rating 3.0 (scale of 1-4) is one of the goals listed in the charter. (The School is also aware the Charter School Office intends to implement a parent satisfaction survey for all charter schools. The Board has not yet decided whether it will implement both surveys or substitute the State's survey for its proposed survey.)
3. The Board will reserve one seat on the Board of Trustees for the parent of an enrolled student.

14d. Beacon Education Management will hire a DFMS support person who will maintain proper financial records according to the requirements of the State's reporting systems. This individual will report on a regular basis to the Board of Trustees as to the school's budget vs. actual expenses. In addition, annual financial reports, enrollment reports, reports concerning federal grants and entitlement programs, and any other reports that effect the School's finances will be supplied as required.

The Board will review, edit and approve budgets as part of its regular meeting schedule.

Yearly audits will be performed by a qualified C.P.A.

15a. The Board proposes to obtain land and build a facility that will be located in southern New Castle County. The preferred location is within the geographic boundaries of the Appoquinimink School District.

15b. Not applicable.

15c. While the Board and Beacon have not yet located a site for the School, both parties will ensure that the facility will be in full compliance with all applicable building codes for public schools, and will be accessible for special needs students.

15d. The Board intends to review all means of financing in order to determine the most suitable option. If necessary and appropriate, Beacon may guarantee leases or loans for the Board. In that event, Beacon will charge a fee for the use of the guarantee. The fee will be 150 basis points of Beacon's cost of funds to provide the guarantee.

16a. Because it is unlikely that the School will be able to align its calendar and daily schedule with the local district, the Board is working under the assumption that it will contract with a local busing company to provide transportation for all eligible students. (In the event that such coordination proved possible, the Board would consider using district-provided transportation.) The School will publicly bid for the transportation services, and the selected vendor will be required to follow state guidelines including:

- › Obtaining the same level of collision and liability insurance as required by contractors on regular public school routes.
- › The School shall set up random and post-accident drug/alcohol screening.
- › The School shall maintain driver and training records.

In the event that parents or guardians chose to transport their child, the School will obtain a statement waiving School's transportation.

16b. Parents or guardians of students who reside outside the area covered by the School's transportation reimbursement will be required to transport students to either the School or predetermined drop-off points within the transportation boundaries.

16c. The School will provide transportation services to special needs students according to the requirements of each student's IEP. Where possible the School will transport special needs students with regular education students. However, when necessary, the School will contract for specialized transportation services.

17. The school will offer a hot lunch program that meets the requirements of National School Lunch Program. The school facility will include a place to serve lunches. Lunches will be prepared by an independent contractor in accordance with State and Federal requirements.

The serving area used will comply with all health regulations.

18. Administrative Tasks Prior to School Opening

Activity	Date	Responsibility
Student Recruitment and Enrollment		
Telephone survey and review of data	Sept 2000	Contract marketing
Review survey data	Sept 2000	<input type="checkbox"/> Board <input type="checkbox"/> Beacon
Design advertising materials	Oct 2000	Contract marketing with Board and Beacon review
Hire or contract recruitment staff	Oct 2000	Beacon
Advertise	Oct/Nov 2000	<input type="checkbox"/> Contract marketing <input type="checkbox"/> Board <input type="checkbox"/> Beacon <input type="checkbox"/> Recruitment staff
Accept applications (monitor coverage and diversity)	Dec – Jan 15 2001	Recruitment staff
Lottery, waiting list, and admission letters	Jan 15, 2001	<input type="checkbox"/> Board <input type="checkbox"/> Beacon <input type="checkbox"/> Recruitment staff
Complete enrollment procedure	Jan 15, 2001 until school meets enrollment targets	Recruitment staff
Send DOE preliminary enrollment information	May 2001	Principal
Student Schedules	July-Sept 2001	Principal
Student Education Plans	July-Sept 2001	Principal
Staffing		
Advertise for Principal and screen resumes.	Sept/Oct 2000	Beacon
Interview and hire Principal.	November 2000	<input type="checkbox"/> Beacon <input type="checkbox"/> Board
Advertise for staff and screen resumes.	Feb/Mar 2001	Principal
Interview hire staff.	Mar --May 2001	<input type="checkbox"/> Principal <input type="checkbox"/> Board

Facilities		
Search and select suitable land	Jan – Apr 2000	<input type="checkbox"/> Beacon <input type="checkbox"/> Board
Secure Financing	Apr – Jun 2000	Beacon
Select Architect and Contractor	May 2000	<input type="checkbox"/> Beacon <input type="checkbox"/> Board
Design, development and permitting	Jun – Aug 2000	<input type="checkbox"/> Architect <input type="checkbox"/> Contractor
Construction	Oct 2000 – Jul 2001	Contractor
Obtain Occupancy Permits	Jul 2001	Contractor
Budget		
Submit Draft to Board	Apr 2001	Principal
Finalize Budget	Jun 2001	<input type="checkbox"/> Principal <input type="checkbox"/> Board
School Services		
Transportation	Apr 2001 – Jul 2001	Principal
Food Service	Jun 2001 – Jul 2001	Principal
Insurance	Apr 2000	Beacon
Audit	Aug 2001	Beacon
Medical	May 2001	Principal
Extracurricular Program	Jul 2001 – Sept 2001	Principal
Student Policies		
Draft	Oct/Nov 2000	<input type="checkbox"/> Beacon <input type="checkbox"/> Board
Final Approval	Nov 2000	<input type="checkbox"/> Beacon <input type="checkbox"/> Board

19a. Pre-Opening Costs

Activity	Cost
Application	
Travel and lodging	7,500
Production (formatting and printing)	2,500
Facilities Acquisition	
Initial Site Review for Suitability	

	2,600
Lease/Purchase Negotiations	2,500
Legal Costs	7,500
Marketing and Outreach	
Student Enrollment Activities	25,000
Public Relations	10,000
Recruitment Staff	6,100
Office Space	6,000
Principal recruitment costs	
Advertising	5,000
Travel and lodging	4,000
Other (consultants, etc.)	6,000
Teacher and staff recruitment costs	
Advertising	10,000
Other (consultants, recruitment fairs, etc)	15,000
Pre-Opening Staff Operations	
Principal Salary/Benefits 4 months	27,235
Admin Asst. Salary/Benefits 4 months	10,667
Pre-Opening Staff Development (stipends/materials/trainers)	75,000
Other (printing, etc.)	5,000
Total	227,602

The detailed start-up costs will be funded by Beacon Education Management in the form of a loan to the Board of Trustees. The loan will be made at 150 basis points over Beacon's cost of funds. The budget shows that the loan will be repaid during years 1-3 of the charter.

- 19b.** The School plans to seek funds and other resources from businesses and foundations in the community and on a national level in order to offset expenses and provide the possible facility and program. However, as the budgets show, the school is capable of operating within existing per pupil and federal allotments.
- 19c.** The School expects to receive Federal per pupil entitlement funding that is equivalent to that currently received by the local school districts. The budget assumes a Federal per pupil funding amount that is proportioned according the assumed student counts for each sending district. The School will also apply for grants such as Eisenhower Math and Science grants and Walton Foundation grants.
- 19d.** Please see attached budget.
- 19e.** If actual enrollments fail to meet projected levels, the Board and Beacon would first attempt corrective actions that would cause enrollments to meet the expected levels. Along with working to reduce staffing and capital costs, Beacon would consider providing the Board with a loan to meet the School's short-term financial deficiencies. (The loan would be at the same terms as provided for the start-up loan.) Over the long-term, the School would need an enrollment of approximately 500-550 students to maintain financial viability.
- 19f.** Please see the financial arrangement listed in response 12c.
- 19g.** If public funds remain at the end of a fiscal year, the School will apply the funds to the following year's educational needs.
- 20a.** As a part of its management agreement with the School, Beacon will provide a business manager to oversee the financial affairs of the school and serve as the primary administrator of the DFMS system for the School.
- 20b.** The School intends to operate within all State administrative and financial systems.

Legal Liability

- 21.** The school will obtain a comprehensive policy from one of the national insurers that are working with the 1,600 charter schools currently in existence. The policy will be in compliance with the requirements of Delaware Charter School Law.
- For members of the Board of Trustees, there will be Directors' and Officers' liability coverage. Teachers and administrators will participate in the State health and retirement benefits program. Property insurance will be acquired for all fixed assets of the school. Finally, the school will seek a commercial liability policy with umbrella.

Proposed Insurance Coverages

Type of Coverage	Minimum Amount
Commercial General Liability	Each Occurrence - \$1,000,000 Personal and Advertising Injury Limit - \$1,000,000 General Aggregate - \$2,000,000 Products - completed operations aggregate - \$2,000,000 Medical Expense - \$10,000
Umbrella (Excess Liability)	Each Occurrence - \$5,000,000 General Aggregate - \$5,000,000
Fidelity Bond	Bond Coverage in an amount not less than 50% of the total costs for all employees of the school and employees of the subcontractors responsible for financial decisions, including the CEO and CFO and board members and all subcontractors.
Workers Compensation	Bodily Injury - accident - \$100,000 each accident Bodily Injury - disease - \$100,000 per employee \$500,000 policy limit.
Auto Liability	Combined single limit \$1,000,000 each accident
Errors and Omissions/School Leaders	Aggregate limit \$1,000,000

Student Discipline Policies

22. A draft of the School's discipline code is outlined below. The Principal and staff will review the handbook with the Board and Beacon. Additional sections may be added.

OFFENSES and CONSEQUENCES

Level I Offense

1. Tardy to class.
2. Inappropriate use of language.
3. Minor disruption of class.
4. Minor disrespect to a faculty member.
5. Improper use of computers and Internet.
6. Eating and drinking (including chewing gum) in the classroom.

7. Failure to complete work.
8. Failure to attend teacher detention (1st offense).

A Level I offense results in:

- › Student being asked to stay after class to speak with his/her teacher.
- › Student's Mentor being informed of his/her inappropriate behavior.
- › Student being required to stay after school for an extended period of time.

If Level I offenses are recurring, the following consequences may apply:

- › Student will be required to meet with his/her teacher and mentor. If it is deemed necessary, student's parent/guardian will also attend this meeting.
- › A report will be sent to the Principal or his/her designee.
- › Student will be required to meet with the Principal or his/her designee who will determine if further action is appropriate.
- › Student will be sent home. Student will not be allowed to return to school until he/she has met with his/her teacher, the Principal or his/her designee and his/her parent/guardian.

LEVEL II OFFENSE

1. Behavior which disrupts the learning climate of the class/school:
2. Tardy to school after 9:00 a.m. (without a phone calls or note from parent/guardian).
3. Sexual harassment.
4. Cutting class, town meeting.
5. Lying to faculty/staff.
6. Repeated failure to attend teacher *detention* (see following definition).
7. Failure to identify oneself properly to faculty, staff, or security.
8. Leaving the classroom without permission.
9. Leaving the building without permission.
10. Smoking on school grounds.
11. Disrespect to students or faculty.
12. Blatant disrespect to students or faculty with profanity.
13. Blatant disrespect in and/or disruption of a place of business in our community during school hours.

14. Loitering in school or on grounds.
15. Gambling.
16. Cheating
17. Consistent abuse of lunch (open campus) policy.

A Level II offense results in:

- › Student being referred to the Principal or his/her designee.
- › In-School *Suspension* (see following definition).
- › *Detention* (see following definition)
- › Student being sent home. Student will not be allowed to return to school without a parent or guardian.
- › Student's parent or guardian being contacted immediately and informed of his/her offense.
- › Out-of-School *Suspension* (see following definition).
- › Meeting with student's parent/guardian and the Principal or his/her designee.
- › Student being required to perform a service project.
- › Student being required to submit a written apology to the appropriate person(s) and/or the whole school community.

Level III Offense

Behavior that threatens person or property and may be considered criminal in nature:

1. Sexual harassment.
2. Fighting.
3. Hazing.
4. Theft.
5. Forgery and/or plagiarism.
6. Threatening behavior.
7. Vandalism.
8. Throwing dangerous objects.
9. Animal abuse.
10. Possession or use of weapon or explosives.
11. Assault.
12. Drug/alcohol violation.

13. Setting a fire.
14. Setting a false alarm.
15. Reoccurring class disruption and/or lack of preparation for school.
16. Gross misconduct.

A Level III offense results in a situation where all Level II Consequences may apply as well as the following:

Expulsion (see following definition).

Definitions

Short term suspension - refers to the removal of a student from school for disciplinary reasons for a period of fewer than ten days.

Long term suspension - refers to the removal of a student from school for a period of longer than ten days.

Out-of-School Suspension - Out of school suspension means a student has temporarily lost the right to attend school or set foot on school grounds during a set period of time determined by the Principal according to offense. Student may not return from suspension without parent/guardian.

In-School Suspension - In-school suspension is the requirement of a student to attend school. Rather than attend classes, the student will spend the day with the Principal or his/her designee until 4:00 p.m. or for as many days as it takes for the student to prove that he/she is prepared to return to class. Assignments from teachers must be brought to the student, who is expected to be on task.

Teacher Detention - When a student fails to turn in homework or otherwise does not fulfill his/her classroom responsibility he/she stays with that classroom teacher after school in teacher detention until 4:00 p.m.

After-School Detention - This is the requirement of a student to attend after-school detention with the Principal or his/her designee for the required number of days according to offense. Detention is from 4:00 p.m. until 4:30 p.m. and may not be missed for any reason. Prearranged after-school activities, doctors appointments, or a job, are not considered acceptable reasons to miss detention. Missing detention or arriving late will result in further disciplinary actions.

Being Sent Home - Being sent home means a student has to leave school grounds when asked by the Principal or his/her designee with the understanding that the student will go directly home. Parents or guardians will be contacted immediately. The student may not return to school without a parent or guardian.

Expulsion - Expulsion is the permanent exclusion from school. Once a student is expelled from the school he/she may not apply for admission to another public school during the expulsion period.

Certain infractions, including, but not limited to, weapons possession, drug possession or use, violence, or harassment may result in expulsion.

Any student charged with an offense that may result in expulsion shall be notified in writing of an opportunity for a hearing. The student may have representation along with the opportunity to present evidence and witnesses at said hearing.

Any student who has been expelled from the school pursuant to these provisions shall have the right to appeal to the Board of Trustees. The expelled student has the right to counsel at a hearing before the Board of Trustees.

When a student is expelled from the school, the Principal shall notify the sending district Superintendent of Schools of the reasons for his/her expulsion.

Due Process:

The Principal may impose short term or long term suspensions consistent with the provisions of this handbook.

The student will be told the reason for the disciplinary action and given the opportunity to present his/her version of the events. In addition, if the suspension contemplated is longer than ten school days, then the student will have the right to present witnesses on his / her behalf.

In the event that a suspension is implemented the school will notify the parent / guardian by phone of the incident and the terms of the suspension. A formal written notice specifying the offenses and the terms of the suspension will be sent to the student's last known address via express mail within twenty four hours.

A student suspended from school may only return to school when accompanied by a parent, guardian or other adult who may be designated.

A student may appeal his / her suspension to the Board of Trustees. The Board shall convene a hearing at the earliest possible date. The Board will give the student the opportunity to present his / her appeal, and may ask questions of the student.

The Board shall respond to the student appeal within 48 hours. The Board may by majority vote overturn or modify the decision of the Principal.

Only the Board of Trustees may expel a student. Upon the recommendation of the Principal the Board will convene an expulsion hearing. The student will be given a written statement of the charges and will have the opportunity to present his/her case to the Board, call witnesses and have representation present. The student will also receive a list of community agencies and free legal assistance which may be available.

The Board's decision shall be in writing and shall be sent to the student's last known address within 48 hours of the hearing.

Notices and conferences will be conducted in the dominant language or mode of communication used by the parents or persons in parental relation to the student.

Disciplinary Procedures For Students with Disabilities:

Students with disabilities have the same responsibilities and rights as other students and may be disciplined for the same behavioral offenses.

Change of placement for disciplinary removals.

For purposes of removals of a child with a disability from the child's current educational placement, a change of placement occurs if—

- (a) The removal is for more than 10 consecutive school days; or
- (b) The child is subjected to a series of removals that constitute a pattern because they cumulate to more than 10 school days in a school year, and because of factors such as the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another.

Authority of school personnel.

To the extent removal would be applied to children without disabilities, the removal of a child with a disability from the child's current placement for not more than 10 consecutive school days for any violation of school rules, and additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a change of placement.

Suspensions Not To Exceed 10 School Days (Cumulative)

The school can suspend a child for a maximum of 10 school days (cumulative). There is no requirement for the school to provide the student with Free Appropriate Public Education (FAPE) during these 10 days as long as nondisabled students do not receive educational services.

Suspensions That Exceed 10 School Days (Cumulative)

Before the 11th day of suspension (and before each subsequent series of suspensions) the IEP Team must reconvene to determine if the behavior is a manifestation of the disability. Parents must be notified of the disciplinary action and be provided the procedural safeguards notice.

Either before or not later than 10 business days after either first removing the child for more than 10 school days in a school year or commencing a removal that constitutes a change in placement (including removals for drugs and weapons misconduct), the agency shall convene an IEP meeting to develop a functional assessment plan (if the school did not already conduct a functional assessment and had not implemented a behavioral intervention plan).

Beginning with the 11th day of suspension and for subsequent removals, the student must continue to receive FAPE as determined by the IEP team.

Manifestation Determination Review

First the IEP team must consider in terms of the behavior subject to disciplinary action, all relevant information, including -

- Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the child;

- Observations of the child; and

The child's IEP and placement; and

Then determine that -

The IEP and placement were appropriate

The special education services, supplementary aids and services were provided

Behavior intervention strategies were provided consistent with the child's IEP and placement;

The child's disability did not impair the ability of the child to understand the impact and consequences of the behavior subject to disciplinary action; and the child's disability did not impair the ability of the child to control the behavior subject to disciplinary action.

Result

No Manifestation

If the result of the review is a determination, that the behavior of the child with a disability was not a manifestation of the child's disability, the relevant disciplinary procedures applicable to children without disabilities may be applied to the child in the same manner in which they would be applied to children without disabilities. Child continues to receive FAPE. If the child's parent disagrees with a determination that the child's behavior was not a manifestation of the child's disability or with any decision regarding placement, the parent may request a hearing.

Is a Manifestation

Child's placement cannot be changed except through an IEP.

Student can be placed in an Interim Alternative Setting if weapons/illegal drugs are involved or by order of a Hearing Officer if the student is "dangerous".

Weapons/Illegal Drugs

If the child carries a weapon or the child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance to school or to a school function, then the school may place a child to an appropriate Alternative Educational Setting (IAES) for the same amount of time that a child without a disability would be subject to discipline, but for not more than 45 days.

The IEP team determines the Alternative Educational Setting (IAES).

The IAES must enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and include services and modifications to address the behavior, that are designed to prevent the behavior from recurring.

Either before or not later than 10 business days after either first removing the child for more than 10 school days in a school year or commencing a removal that constitutes a change in placement, the agency shall convene an IEP meeting to develop a functional assessment plan (if the school did not already conduct a functional assessment and had not implemented a behavioral intervention plan).

As soon as practical after developing the plan and completing the assessments required by the plan, the school shall convene an IEP meeting to address, develop, and implement appropriate behavioral interventions.

If the child already has a behavioral intervention plan, the IEP team shall meet to review the plan and its implementation, and, modify the plan and its implementation as necessary to address the behavior.

Dangerous/Likelihood of Injury

If school personnel maintain that it is dangerous for the child to be in the current placement (placement prior to removal to the interim alternative education setting) during the pendency of the due process proceedings, the school may request an expedited due process hearing.

Protections for children not yet eligible for special education and related services.

A child who has not been determined to be eligible for special education and related services under this part and who has engaged in behavior that violated any rule or code of conduct of the school, may assert any of the protections provided for in this part if the school had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

Basis of knowledge. A school must be deemed to have knowledge that a child is a child with a disability if -

The parent of the child has expressed concern in writing (or orally if the parent does not know how to write or has a disability that prevents a written statement) to personnel of the school that the child is in need of special education and related services;

The behavior or performance of the child demonstrates the need for these services;

The parent of the child has requested an evaluation of the child;

The teacher of the child, or other personnel of the school, has expressed concern about the behavior or performance of the child to the principal and/or director of special education or to other personnel in accordance with the school's established child find or special education referral system.

Exception. The school would not be deemed to have knowledge if the school (1) Either -

(i) Conducted an evaluation based on the Procedures for Evaluation and Eligibility, and determined that the child was not a child with a disability under this part; or

(ii) Determined that an evaluation was not necessary; and

(2) Provided notice to the child's parents of its determination.

(i) **Conditions that apply if no basis of knowledge.** If the school does not "have knowledge" that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be subjected to the same disciplinary measures as measures applied to children without disabilities who engaged in comparable behaviors.

(3) Limitations.

(i) If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

(ii) Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

(iii) If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the agency and information provided by the parents, the school shall provide special education and related services.

Change of placement —

(i) If the SCHOOL did not conduct a functional behavioral assessment and implement a behavioral intervention plan for the child before the behavior that resulted in the removal described in paragraph (a) of this section, the agency shall convene an IEP meeting to develop an assessment plan.

(ii) If the child already has a behavioral intervention plan, the IEP team shall meet to review the plan and its implementation, and, modify the plan and its implementation as necessary, to address the behavior.

(2) As soon as practicable after developing the plan described in paragraph (b)(1)(i) of this section, and completing the assessments required by the plan, the SCHOOL shall convene an IEP meeting to develop appropriate behavioral interventions to address that behavior and shall implement those interventions.

(c)(1) If subsequently, a child with a disability who has a behavioral intervention plan and who has been removed from the child's current educational placement for more than 10 school days in a school year is subjected to a removal that does not constitute a change of placement, the IEP team members shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.

(2) If one or more of the team members believe that modifications are needed, the team shall meet to modify the plan and its implementation, to the extent the team determines necessary.

(d) For purposes of this section, the following definitions apply:

Authority of hearing officer.

A hearing officer may order a change in the placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 days if the hearing officer, in an expedited due process hearing -

- (a) Determines that the public agency has demonstrated by substantial evidence that maintaining the current placement of the child is substantially likely to result in injury to the child or to others;
- (b) Considers the appropriateness of the child's current placement;
- (c) Considers whether the public agency has made reasonable efforts to minimize the risk of harm in the child's current placement, including the use of supplementary aids and services; and
- (d) Determines that the interim alternative educational setting that is proposed by school personnel who have consulted with the child's special education teacher, meets the requirements of §300.522(b).
- (e) As used in this section, the term **substantial evidence** means beyond a preponderance of the evidence.

300.525 Parent appeal.

(a) General.

(1) (2) The State or local educational agency shall arrange for an expedited hearing in any case described in paragraph (a)(1) of this section if a hearing is requested by a parent.

(b) Review of decision.

(1) In reviewing a decision with respect to the manifestation determination, the hearing officer shall determine whether the public agency has demonstrated that the child's behavior was not a manifestation of the child's disability consistent with the requirements.

(2) In reviewing a decision under §300.520(a)(2) to place the child in an interim alternative educational setting, the hearing officer shall apply the standards

Placement during appeals.

(a) **General.** If a parent requests a hearing or an appeal regarding a disciplinary action to challenge the interim alternative educational setting or the manifestation determination, the child must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided, whichever occurs first, unless the parent and the State agency or local educational agency agree otherwise.

(b) **Current placement.** If a child is placed in an interim alternative educational setting pursuant and school personnel propose to change the child's placement after expiration of the interim alternative placement, during the pendency of any proceeding to challenge the proposed change in placement the child must remain in the current placement (the child's placement prior to the interim alternative educational setting), except as provided in paragraph (c) of this section.

(c) **Expedited hearing.**

- (1) If school personnel maintain that it is dangerous for the child to be in the current placement (placement prior to removal to the interim alternative education setting) during the pendency of the due process proceedings, the SCHOOL may request an expedited due process hearing.
- (2) In determining whether the child may be placed in the alternative educational setting or in another appropriate placement ordered by the hearing officer, the hearing officer shall apply the standards
- (3) A placement ordered pursuant to paragraph (c)(2) of this section may not be longer than 45 days.
- (4) The procedure in paragraph (c) of this section may be repeated, as necessary.

Protections for children not yet eligible for special education and related services.

General. A child who has not been determined to be eligible for special education and related services under this part and who has engaged in behavior that violated any rule or code of conduct of the local educational agency, may assert any of the protections provided for in this part if the SCHOOL had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

Basis of knowledge. An SCHOOL must be deemed to have knowledge that a child is a child with a disability if -

The parent of the child has expressed concern in writing (or orally if the parent does not know how to write or has a disability that prevents a written statement) to personnel of the appropriate educational agency that the child is in need of special education and related services;

The behavior or performance of the child demonstrates the need for these services;

The parent of the child has requested an evaluation of the child;

The teacher of the child, or other personnel of the local educational agency, has expressed concern about the behavior or performance of the child to the director of special education of the agency or to other personnel in accordance with the agency's established child find or special education referral system.

Exception. A public agency would not be deemed to have knowledge if the agency

(1) Either—

(i) Conducted an evaluation based on the Procedures for Evaluation, and determined that the child was not a child with a disability under this part; or

(ii) Determined that an evaluation was not necessary; and

(2) Provided notice to the child's parents of its determination.

(d) **Conditions that apply if no basis of knowledge.**

(1) **General.** If an SCHOOL does not "have knowledge" that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be subjected to the same

disciplinary measures as measures applied to children without disabilities who engaged in comparable behaviors consistent.

(2) Limitations.

- (i) If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
- (ii) Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.
- (iii) If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the agency and information provided by the parents, the agency shall provide special education and related services.

§300.528 Expedited due process hearings.

- (a) Expedited due process hearings under §§300.521-300.526 must—
 - (1) Meet the requirements of §300.509, except that a State may provide that the time periods identified in §§300.509(a)(3) and §300.509(b) for purposes of expedited due process hearings under §§300.521-300.526 are not less than two business days; and
 - (2) Be conducted by a due process hearing officer who satisfies the requirements of §300.508.
 - (b)(1) Each State shall establish a timeline for expedited due process hearings that results in a written decision being mailed to the parties within 45 days of the public agency's receipt of the request for the hearing, without exceptions or extensions.
 - (2) The timeline established under paragraph (b)(1) of this section must be the same for hearings requested by parents or public agencies.
 - (c) A State may establish different procedural rules for expedited hearings under §§300.521-300.526 than it has established for due process hearings under §300.507.
 - (d) The decisions on expedited due process hearings are appealable consistent with §300.510.
- (Authority: 20 U.S.C. 1415(k)(2), (6), (7))

§300.529 Referral to and action by law enforcement and judicial authorities.

- (a) Nothing in this part prohibits an agency from reporting a crime committed by a child with a disability to appropriate authorities or to prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
- (b)(1) An agency reporting a crime committed by a child with a disability shall ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom it reports the crime.

(2) An agency reporting a crime under this section may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.

(Authority: 20 U.S.C. 1415(k)(9))

Procedures For Evaluation And Determination Of Eligibility

§300.530 General.

Each SEA shall ensure that each public agency establishes and implements procedures that meet the requirements of §§300.531-300.536.

(Authority: 20 U.S.C. 1414(b)(3); 1412(a)(7))

§300.531 Initial evaluation.

Each public agency shall conduct a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the Act.

(Authority: 20 U.S.C. 1414(a)(1))

STUDENT CONDUCT ON SCHOOL BUSES

In order that the bus ride to and from school may be safe, the following rules must be observed:

1. Keep all noise at a low level.
2. Keep hands, feet and all possessions to yourself.
3. Obey the bus driver.
4. Remain seated until the driver gives permission for you to leave.

Discipline problems will be referred in writing by the bus driver to the Principal. The penalty for continued misbehavior may range from suspension from riding the bus to suspension from school. All school rules apply while students are riding the buses. All students riding school buses are expected to maintain good conduct while traveling.

FIRE ALARMS

In the event that a student believes that a fire has broken out it is the student's responsibility to activate the fire alarm.

STUDENT DISCIPLINARY CODE: SEARCHES

School lockers, desks, and other such equipment are not the private property of students but the property of the school and, as such, may be opened and subject to inspection from time to time by school officials.

Under special circumstances, school officials may search students, particularly if there is reasonable suspicion that a student possesses illegal matter; for example, a dangerous weapon or illegal drugs. Students must be aware that such items are forbidden both on school property and at school-related activities.

Health and Safety

23. The school will be staffed by a Delaware certified registered nurse who will be responsible for administration of medication, medication plans, student health records, dietary plans, and routine nursing services and support of the health education program.

The school facility will include a health station.

The school nurse will also serve as the health educator for the school.

The nurse will ensure that the following responsibilities will be handled in a satisfactory manner:

- › Ensuring that students have physical examinations prior to enrollment.
- › The administration of medications and medical treatments including first aid.
- › Monitoring student health and maintaining health records.
- › Ensuring that immunizations and TB and HepB screenings are conducted.
- › Serving on IEP teams when medical treatment is required.
- › Screening for health problems.

CSSNCC BUDGET

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
<i>Number of Students</i>	483	558	633
REVENUES			
Per Capita Revenues	2,874,436	3,378,349	3,800,560
Federal Title I	94,113	108,726	123,340
Federal Title II, IV, & VI	9,177	10,602	12,027
Federal Charter School Grant	135,000	25,000	25,000
Food Service	174,363	201,438	228,513
Previous Year Surplus	-	66,827	37,039
TOTAL REVENUES	\$3,287,089	\$3,790,942	\$4,226,479

EXPENSES			
Educational			
Classroom supplies	36,225	41,850	47,475
Textbooks	70,215	21,840	21,840
Instructional equipment	24,150	27,900	31,650
Technology	56,354	66,259	71,935
Field study	19,320	22,320	25,320
Assessment	12,075	13,950	15,825
Staff Development	14,250	17,125	19,500
OT/PT/Speech Therapy	36,225	41,850	47,475
Food service	174,363	201,438	228,513
Furniture	63,341	85,841	85,841
Transportation	331,439	382,243	433,854
Start-up Loan	88,362	88,362	88,362
Technology Start-up Loan	89,552	89,552	89,552
Summer School	16,905	19,530	22,155
Total Educational	1,032,776	1,120,060	1,229,297
Personnel			
Principal	55,000	55,000	55,000
Professional Dev Coordinator	-	40,000	40,000
Classroom Teachers	651,000	744,000	837,000
Assistant Teachers	-	-	-
Specialists	93,000	124,000	155,000
SPED	32,000	48,000	64,000
Aides	54,000	54,000	54,000
Technology/Media	-	35,000	35,000
Custodian	20,000	30,000	40,000
Nurse	28,000	28,000	28,000
Social Worker	-	25,000	25,000
Total Salaries	933,000	1,183,000	1,333,000

OEC	167,660	212,585	239,540
Health Insurance	140,700	175,875	201,000
Total Benefits	308,360	388,460	440,540
Total Personnel	1,241,360	1,571,460	1,773,540
Occupancy			
Rent	325,000	325,000	400,000
Build-out	-	32,500	32,500
Fire and Security	10,000	10,000	10,000
Waste Removal	12,000	13,000	14,000
Janitorial supplies	28,580	28,580	28,580
Total Occupancy	375,580	409,080	485,080
Office and Administration			
Supplies	4,650	5,850	6,600
Equipment maintenance	10,700	10,700	10,700
Telecommunications usage	10,000	7,200	7,200
Accounting/Audit	15,000	15,000	15,000
Payroll	9,330	11,830	13,330
Printing and copying	4,200	4,800	5,400
Postage and shipping	9,660	11,160	12,660
Beacon Fee	394,451	454,913	507,177
Substitute Teachers	5,070	5,948	6,825
Total Office	463,061	527,401	584,892
Other			
Insurance	21,252	24,552	27,852
Replacement Reserve	28,744	33,783	38,006
Contingency	57,489	67,567	76,011
Total Other	107,485	125,902	141,869
TOTAL EXPENSES	\$3,220,262	\$3,753,903	\$4,214,678
Net Surplus	\$66,827	\$37,039	\$11,800



Local Funding Charter School of Southern NCC

Appoquinimink

102 Regular Students 4 - 6 =	\$84,048	
92 Regular Students 1 - 3 =	\$79,764	
24 Kindergarten Students =	\$9,888	
24 LD Students =	\$49,416	
Total =	\$223,116	July Advance = \$78,091
		Remaining Transfer = \$145,025

Smyrna

41 Regular Students 4 - 6 =	\$21,976	
37 Regular Students 1 - 3 =	\$20,831	
9 Kindergarten Students =	\$2,412	
10 LD Students =	\$13,390	
Total =	\$58,609	July Advance = \$20,513
		Remaining Transfer = \$38,096

Christina

30 Regular Students 4 - 6 =	\$53,670	
28 Regular Students 1 - 3 =	\$52,724	
7 Kindergarten Students =	\$6,258	
7 LD Students =	\$31,297	
Total =	\$143,949	July Advance = \$50,382
		Remaining Transfer = \$93,567

Local Funding Charter School of Southern NCC

Colonial

30 Regular Students 4 - 6 = \$46,320
 27 Regular Students 1 - 3 = \$43,875
 8 Kindergarten Students = \$6,184
 7 LD Students = \$27,013

Total = \$123,392 **July Advance = \$43,187**

Remaining Transfer = \$80,205

Total Local Funding = \$549,066

July Advance = \$192,173

Remainder to Be Transferred = \$356,893

FY 2000 Charter School Revenue Calculation - Preliminary

Parameters:

1. 483 Students
2. Grades K - 6 (54 K, 204 1 - 3, 225 4 - 6)
3. 435 Regular, 48 Special
4. 242 Appoquinimink, 97 Smyrna, 72 Christina, 72 Colonial
5. Transportation to 411 students provided by the charter school
6. Meals will be served but not prepared by the school

State Funding

Charter School of Southern NCC

# of Students =	483		
# per grade =	See Above		
Number of regular students 7 - 12 =	0	Unit size regular students 7 - 12 =	20
Number of regular students 4 - 6 =	203	Unit size regular students 4 - 6 =	20
Number of regular students 1 - 3 =	184	Unit size regular students 1 - 3 =	17.4
Number of Kindergarten students =	48	Unit size Kindergarten students =	34.8
Number of EMH students =	0	Unit size EMH students =	15
Number of SED students =	0	Unit size SED students =	10
Number of LD students =	48	Unit size LD students =	8
Number of TMH students =	0	Unit size TMH students =	6
Number of SMH students =	0	Unit size SMH students =	6
Number of PI students =	0	Unit size PI students =	6
Number of HHPD students =	0	Unit size HHPD students =	6
Number of BLIND students =	0	Unit size BLIND students =	8
Number of PTST students =	0	Unit size PTST students =	10
Number of ATSTC students =	0	Unit size ATSTC students =	4
Number of DFBLD students =	0	Unit size DFBLD students =	4
Number of ILC students =	0	Unit size ILC students =	8.6

**FY 1999
Average
Cost Per
Position**

			<u>Charter School of Southern</u>
# of Div I Units Generated =	28.10	\$25,706	\$722,339
Administrative Assistant =	1.00	\$43,500	\$43,500
Percentage 11 Month Supervisor =	0.19	\$34,142	\$6,487
Percentage Transportation Supervisor =	0.06	\$37,246	\$2,235
Principal =	1.00	\$47,642	\$47,642
Assistant Principal =	0.00	\$45,192	\$0
Percentage Psychologist =	0.19	\$32,840	\$6,240
Percentage Speech/Hearing =	0.20	\$31,105	\$6,221
Percentage Visiting Teacher =	0.11	\$33,000	\$3,630
Percentage Driver Education Teacher =	0.00	\$28,975	\$0
Nurse =	0.00	\$28,831	\$0
Academic Excellence Units =	1.93	\$32,045	\$61,847
Clerical Units =	2.00	\$20,840	\$41,680
Custodial Units =	1.00	\$17,410	\$17,410
Cafeteria Manager =	0.00	\$10,187	\$0
Cafeteria Worker =	1.98	\$6,240	\$12,355
Related Service Specialist =	0.20	\$33,730	\$6,746

Total Staffing = 37.96
Total Staffing For Health Insurance = 35.98

Total Salary Costs = \$978,331
OEC's @ 17.97% = \$175,806

Health Insurance @ \$5,025 per FTE = \$180,800

Subtotal Personnel Revenue =	\$1,334,937
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Other State Sources (based on Latest Available Values)

Charter School of Southern

Professional & Curriculum Development		\$10,916
Teacher to Teacher Cadre =		\$2,304
Division II Units (No Vocational Courses) =	28.10	
Division II - All Other Costs - Current Unit Value =	\$3,247	\$91,241
Division II - Energy - Current Unit Value =	\$1,480	\$41,588
Division III - Equalization - Unit Value =	\$10,735	\$301,654
Academic Excellence Division III =		\$20,719
Academic Excellence Division II =		\$6,267
Academic Excellence Allotment =		\$15,258
Tuition Reimbursement =		\$2,192
Student Discipline Programs =		\$30,000
Extra Time for Students K - 12 =		\$40,436
Early Intervention Reading (K - 3) =		\$4,250
MCI/Annual Maintenance =		\$28,497
Technology for Staff and Students =		\$19,721
One-Time Building Improvements =		\$43,953
Student Transportation Amount =		\$331,439

Subtotal Other Sources =	\$990,434
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Grand Total State Sources =	\$2,325,370
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Amount Loaded July 1 =	\$1,744,028
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Remainder to Load =	\$581,343
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Local Funding Charter School of Southern NCC

Appoquinimink

33 Regular Students 7 - 12 =	\$27,192	
102 Regular Students 4 - 6 =	\$84,048	
92 Regular Students 1 - 3 =	\$79,764	
24 Kindergarten Students =	\$9,888	
27 LD Students =	\$55,593	
Total =	\$256,485	July Advance = \$89,770
		Remaining Transfer = \$166,715

Smyrna

14 Regular Students 7 - 12 =	\$7,504	
41 Regular Students 4 - 6 =	\$21,976	
37 Regular Students 1 - 3 =	\$20,831	
9 Kindergarten Students =	\$2,412	
11 LD Students =	\$14,729	
Total =	\$67,452	July Advance = \$23,608
		Remaining Transfer = \$43,844

Christina

10 Regular Students 7 - 12 =	\$17,890	
30 Regular Students 4 - 6 =	\$53,670	
28 Regular Students 1 - 3 =	\$52,724	
7 Kindergarten Students =	\$6,258	
9 LD Students =	\$40,239	
Total =	\$170,781	July Advance = \$59,773

Local Funding Charter School of Southern NCC

Remaining Transfer = \$111,008

Colonial

10 Regular Students 7 - 12 =	\$15,440
30 Regular Students 4 - 6 =	\$46,320
27 Regular Students 1 - 3 =	\$43,875
8 Kindergarten Students =	\$6,184
9 LD Students =	\$34,731
Total =	\$146,550

July Advance = \$51,293

Remaining Transfer = \$95,258

Total Local Funding = \$641,268

July Advance = \$224,444

Remainder to Be Transferred = \$416,824

FY 2000 Charter School Revenue Calculation - Preliminary

Parameters:

1. 558 Students
2. Grades K - 7 (54 K, 204 1 - 3, 225 4 - 6, 75 7 - 12)
3. 502 Regular, 56 Special
4. 278 Appoquinimink, 112 Smyrna, 84 Christina, 84 Colonial
5. Transportation to 474 students provided by the charter school
6. Meals will be served but not prepared by the school

State Funding

Charter School of Southern NCC

# of Students =	558		
# per grade =	See Above		
Number of regular students 7 - 12 =	67	Unit size regular students 7 - 12 =	20
Number of regular students 4 - 6 =	203	Unit size regular students 4 - 6 =	20
Number of regular students 1 - 3 =	184	Unit size regular students 1 - 3 =	17.4
Number of Kindergarten students =	48	Unit size Kindergarten students =	34.8
Number of EMH students =	0	Unit size EMH students =	15
Number of SED students =	0	Unit size SED students =	10
Number of LD students =	56	Unit size LD students =	8
Number of TMH students =	0	Unit size TMH students =	6
Number of SMH students =	0	Unit size SMH students =	6
Number of PI students =	0	Unit size PI students =	6
Number of HHPD students =	0	Unit size HHPD students =	6
Number of BLIND students =	0	Unit size BLIND students =	8
Number of PTST students =	0	Unit size PTST students =	10
Number of ATSTC students =	0	Unit size ATSTC students =	4
Number of DFBLD students =	0	Unit size DFBLD students =	4
Number of ILC students =	0	Unit size ILC students =	8.6

		FY 1999 Average Cost Per Position	Charter School of Southern
# of Div I Units Generated =	32.45	\$25,706	\$834,160
Administrative Assistant =	1.00	\$43,500	\$43,500
Percentage 11 Month Supervisor =	0.22	\$34,142	\$7,511
Percentage Transportation Supervisor =	0.06	\$37,246	\$2,235
Principal =	1.00	\$47,642	\$47,642
Assistant Principal =	1.00	\$45,192	\$45,192
Percentage Psychologist =	0.22	\$32,840	\$7,225
Percentage Speech/Hearing =	0.23	\$31,105	\$7,154
Percentage Visiting Teacher =	0.13	\$33,000	\$4,290
Percentage Driver Education Teacher =	0.00	\$28,975	\$0
Nurse =	0.00	\$28,831	\$0
Academic Excellence Units =	2.23	\$32,045	\$71,460
Clerical Units =	3.00	\$20,840	\$62,520
Custodial Units =	1.00	\$17,410	\$17,410
Cafeteria Manager =	0.00	\$10,187	\$0
Cafeteria Worker =	2.29	\$6,240	\$14,290
Related Service Specialist =	0.23	\$33,730	\$7,758
Total Staffing =	45.06		
Total Staffing For Health Insurance =	42.77		

Total Salary Costs = \$1,172,347
 OEC's @ 17.97% = \$210,671

Health Insurance @ \$5,025 per FTE = \$214,919

Subtotal Personnel Revenue =	\$1,597,937
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Other State Sources (based on Latest Available Values)

Charter School of Southern

Professional & Curriculum Development		\$12,833
Teacher to Teacher Cadre =		\$2,708
Division II Units (No Vocational Courses) =	32.45	
Division II - All Other Costs - Current Unit Value =	\$3,247	\$105,365
Division II - Energy - Current Unit Value =	\$1,480	\$48,026
Division III - Equalization - Unit Value =	\$10,712	\$347,610
Academic Excellence Division III =		\$23,888
Academic Excellence Division II =		\$7,241
Academic Excellence Allotment =		\$17,620
Tuition Reimbursement =		\$2,531
Student Discipline Programs =		\$31,250
Extra Time for Students K - 12 =		\$46,696
Early Intervention Reading (K - 3) =		\$4,250
MCI/Annual Maintenance =		\$32,922
Technology for Staff and Students =		\$23,183
One-Time Building Improvements =		\$50,778
Student Transportation Amount =		\$382,243

Subtotal Other Sources =	\$1,139,145
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Grand Total State Sources =	\$2,737,081
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Amount Loaded July 1 =	\$2,052,811
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Remainder to Load =	\$684,270
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Local Funding Charter School of Southern NCC

Appoquinimink

66 Regular Students 7 - 12 =	\$54,384	
102 Regular Students 4 - 6 =	\$84,048	
92 Regular Students 1 - 3 =	\$79,764	
24 Kindergarten Students =	\$9,888	
32 LD Students =	\$65,888	
Total =	\$293,972	July Advance = \$102,890
		Remaining Transfer = \$191,082

Smyrna

29 Regular Students 7 - 12 =	\$15,544	
41 Regular Students 4 - 6 =	\$21,976	
37 Regular Students 1 - 3 =	\$20,831	
9 Kindergarten Students =	\$2,412	
11 LD Students =	\$14,729	
Total =	\$75,492	July Advance = \$26,422
		Remaining Transfer = \$49,070

Christina

20 Regular Students 7 - 12 =	\$35,780	
30 Regular Students 4 - 6 =	\$53,670	
28 Regular Students 1 - 3 =	\$52,724	
7 Kindergarten Students =	\$6,258	
10 LD Students =	\$44,710	
Total =	\$193,142	July Advance = \$67,600

Local Funding Charter School of Southern NCC

Remaining Transfer = \$125,542

Colonial

20 Regular Students 7 - 12 =	\$30,880
30 Regular Students 4 - 6 =	\$46,320
27 Regular Students 1 - 3 =	\$43,875
8 Kindergarten Students =	\$6,184
10 LD Students =	\$38,590

Total = \$165,849 July Advance = \$58,047

Remaining Transfer = \$107,802

Total Local Funding = \$728,455

July Advance = \$254,959

Remainder to Be Transferred = \$473,496

FY 2000 Charter School Revenue Calculation - Preliminary

Parameters:

1. 633 Students
2. Grades K - 8 (54 K, 204 1 - 3, 225 4 - 6, 150 7 - 12)
3. 570 Regular, 63 Special
4. 316 Appoquinimink, 127 Smyrna, 95 Christina, 95 Colonial
5. Transportation to 538 students provided by the charter school
6. Meals will be served but not prepared by the school

<u>State Funding</u>		<u>Charter School of Southern NCC</u>	
# of Students =	633		
# per grade =	See Above		
Number of regular students 7 - 12 =	135	Unit size regular students 7 - 12 =	20
Number of regular students 4 - 6 =	203	Unit size regular students 4 - 6 =	20
Number of regular students 1 - 3 =	184	Unit size regular students 1 - 3 =	17.4
Number of Kindergarten students =	48	Unit size Kindergarten students =	34.8
Number of EMH students =	0	Unit size EMH students =	15
Number of SED students =	0	Unit size SED students =	10
Number of LD students =	63	Unit size LD students =	8
Number of TMH students =	0	Unit size TMH students =	6
Number of SMH students =	0	Unit size SMH students =	6
Number of PI students =	0	Unit size PI students =	6
Number of HHPD students =	0	Unit size HHPD students =	6
Number of BLIND students =	0	Unit size BLIND students =	8
Number of PTST students =	0	Unit size PTST students =	10
Number of ATSTC students =	0	Unit size ATSTC students =	4
Number of DFBLD students =	0	Unit size DFBLD students =	4
Number of ILC students =	0	Unit size ILC students =	8.6

		FY 1999 Average Cost Per Position	Charter School of Southern
# of Div I Units Generated =	37.00	\$25,706	\$951,122
Administrative Assistant =	1.00	\$43,500	\$43,500
Percentage 11 Month Supervisor =	0.25	\$34,142	\$8,536
Percentage Transportation Supervisor =	0.06	\$37,246	\$2,235
Principal =	1.00	\$47,642	\$47,642
Assistant Principal =	1.00	\$45,192	\$45,192
Percentage Psychologist =	0.25	\$32,840	\$8,210
Percentage Speech/Hearing =	0.26	\$31,105	\$8,087
Percentage Visiting Teacher =	0.15	\$33,000	\$4,950
Percentage Driver Education Teacher =	0.00	\$28,975	\$0
Nurse =	0.00	\$28,831	\$0
Academic Excellence Units =	2.53	\$32,045	\$81,074
Clerical Units =	3.00	\$20,840	\$62,520
Custodial Units =	1.00	\$17,410	\$17,410
Cafeteria Manager =	0.00	\$10,187	\$0
Cafeteria Worker =	2.60	\$6,240	\$16,224
Related Service Specialist =	0.26	\$33,730	\$8,770
Total Staffing =	50.36		
Total Staffing For Health Insurance =	47.76		

Total Salary Costs = \$1,305,471
 OEC's @ 17.97% = \$234,593

Health Insurance @ \$5,025 per FTE = \$239,994

Subtotal Personnel Revenue =	\$1,780,058
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Other State Sources (based on Latest Available Values)

Charter School of Southern

Professional & Curriculum Development		\$14,485
Teacher to Teacher Cadre =		\$3,057
Division II Units (No Vocational Courses) =	37.00	
Division II - All Other Costs - Current Unit Value =	\$3,247	\$120,139
Division II - Energy - Current Unit Value =	\$1,480	\$54,760
Division III - Equalization - Unit Value =	\$10,719	\$396,609
Academic Excellence Division III =		\$27,119
Academic Excellence Division II =		\$8,215
Academic Excellence Allotment =		\$20,091
Tuition Reimbursement =		\$2,886
Student Discipline Programs =		\$32,222
Extra Time for Students K - 12 =		\$53,243
Early Intervention Reading (K - 3) =		\$4,250
MCI/Annual Maintenance =		\$37,347
Technology for Staff and Students =		\$26,167
One-Time Building Improvements =		\$57,603
Student Transportation Amount =		\$433,854

Subtotal Other Sources =	\$1,292,047
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Grand Total State Sources =	\$3,072,105
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Amount Loaded July 1 =	\$2,304,079
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Remainder to Load =	\$768,026
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Assurances

The Board of Directors of this charter school assure that, the school will do the following:

- 1) Not discriminate against any student in the admissions process because of race, creed, color, sex, handicap, or national origin or because of a student's school district of residence has a per student local expenditure lower than another student seeking admission.
- 2) Not operate in a sectarian manner or include religious practices in its educational program.
- 3) Participate in the State Assessment Program and meet the requirements for school accountability as described in the Accountability Act of 1998.
- 4) Manage the school within all state administrative and financial systems listed in Del. C., Title 14, Section 512(9), or if the school plans to operate outside of any listed system it has been specifically noted in this application and the applicant has submitted a formal request to the State Budget Office to initiate a Memorandum of Understanding as described in Del. C., Title 14, Section 512(9).
- 5) Maintain direct communication with other public and nonpublic schools to assure efficient notification and transfers and exchange of records.
- 6) 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 order; and operate the program in accordance with the content of the updated and approved charter granted by the State Board. The school's board of directors may not implement any additional modifications to the charter school program or operation without the express written consent of the Department of Education.
- 7) Notify the Department of Education in writing within 30 days when the administrative head or members of the board of directors change.
- 8) Provide the Department of Education with copies of the policies and by-laws of the school and the school's board of directors and inform the Department when by-laws change.
- 9) Before September 1 of each school year, provide the Department of Education with evidence of the certification status of teachers employed at the school.

- 10) 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.
- 11) 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.
- 12) Comply with the provisions for a Performance Agreement, as required by the Secretary of Education.
- 13) Distribute copies of the Department's Parent Guide to Delaware Charter Schools to parents seeking to enroll their child(ren) as well as to parents of enrolled children.
- 14) Conduct all meetings of the board of directors in a manner consistent with the Freedom of Information Act, especially the legal requirements of Del. C. Title 29, Sections 10002, 10003 and 10004.
- 15) Prior to opening the school, include representation of the teachers employed the school and parents of students enrolled at the school on the board of directors, consistent with Del. C., Title 14, Section 511(a).

On behalf of the Board of Directors of this Charter School, I agree to these assurances as a condition of the approval of the charter.

Charter School of Southern New Castle County
Name of the Charter School

Marie E. Page
Signature of the Chairperson of the Charter School Board of Directors

Marie E. Page
Name of the Signer (type or print)

December 23, 1999
Date of Signature

MANAGEMENT AGREEMENT
BY AND BETWEEN
BEACON EDUCATION MANAGEMENT, INC.
AND
CHARTER SCHOOL OF
SOUTHERN NEW CASTLE COUNTY

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MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the 24 day of February, 2000 (the "Effective Date") by and between Beacon Education Management, Inc., a Delaware corporation ("Beacon"), and The Charter School of Southern New Castle County, a Delaware nonprofit corporation (the "Company") and the Company together with Beacon each a "Party" and collectively the "Parties").

WHEREAS, the Company anticipates receiving a Charter Contract from an Authorizer to organize and operate the School;

WHEREAS, the Company desires to obtain the assistance of Beacon in the management of the School and in the organization and operation of the School;

WHEREAS, it is the Parties' intention to create a relationship based on trust, common educational objectives, and clear accountability through which they will work together to bring educational excellence to the School; and

WHEREAS, the Parties desire to enter into a written agreement to set forth the terms and conditions of their relationship;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS.

"Academic Period" means any semester, quarter, trimester, or other period used by the School.

"Annual Audit" means an annual audit of School conducted by an independent certified public accountant conducted in compliance with applicable state and federal laws and regulations.

"Annual Budget" means the annual budget for the School as more fully described in *Section 5.3*.

"Applicable Revenues" means all revenues received by the Company or the School from Federal, State, county or local allocations and grants and any revenues received for food service and other fee based programs. Applicable Revenues does not include any funds received as donations or gifts or revenues to the Company or the School.

"Authorizer" means an institution permitted by the Code to serve as a sponsor of a charter school.

"Beacon's School Design" means Beacon's school design as will be or has been set forth in the Charter Application.

"Charter Application" means the application prepared by Beacon at the direction of the Company and approved by the Company for submission to the Authorizer.

"Charter Contract" means the contract between the Company and the Authorizer which authorizes the Company to organize and operate the School.

"Code" means Delaware Law.

"Charter School Law" means Del. C., Title 14, Section 512.

"Confidential Information" means (i) any business or technical information of a Party that is not generally known or publicly available; (ii) any information that a Party treats or maintains as confidential, proprietary, restricted, or otherwise as not to be disclosed generally; (iii) any information disclosed to or known by a Party that is not generally known or publicly available and that in any way relates to either Party's products; services; techniques or know-how; trade secrets; ideas; processes; computer programs; documents; materials; business information; marketing materials (including costs, pricing, and customer lists); and all information received in confidence from third parties by a Party. Notwithstanding any other provision of this Agreement to the contrary, Confidential Information shall not include any information that is required to be disclosed by a final order from a court or governmental agency (provided that the Party making such disclosure provides prior notice to the other Party if allowed by the court or agency).

"Education Program" means a curriculum, based on the Beacon Light Points Curriculum, which will form the basis of the Charter Application.

"Facility" means a building or other structure, of sufficient size to house (i) the Minimum Opening Enrollment during the initial year and (ii) the Minimum Enrollment Level for years following the initial year, suitable for use by the School and meeting all applicable building codes, zoning ordinances and laws, environmental laws and regulations, and all other laws and regulations applicable to the operation of a school.

"Facility Lease" means the lease or other contract for the use of a Facility between Beacon and the Company.

"Management Services" means oversight of the School's educational programs, supervision of the School's principal, and administration of the School's business affairs, including the following services: provision of the Beacon Lightpoints Curriculum; ongoing curriculum consultation; assistance in the recruitment of the principal; selection and supervision of the Principal; assistance in the recruitment of teachers and other school staff; human resources services management; maintenance of personnel files; oversight of employee benefits program; oversight of ADA compliance; oversight of FLMA compliance, if applicable; budget preparation; routine monthly accounting services; payroll preparation; provision of information to the Company's certified public accountant for preparation of the annual audit; assistance with the preparation of state, local, and federal reporting of financial and student data; consultation regarding the School facility; technology planning and procurement management; E-rate applications; development of suggested School and board policies; development of requests for

proposals for School and Student accountability plan; procurement management for equipment and supplies; consultation regarding and procurement of property, casualty, liability, and officers and directors insurance.

"Material Adverse Change" means (i) for the academic year in which the Effective Date falls, a reduction of more than 10 percent in the available combined federal and state funding for the School on a per pupil basis in comparison to the funding that is available for such academic year; (ii) during any subsequent fiscal year, a reduction of more than 10 percent in the available combined federal and state funding for the School on a per pupil basis in comparison to the funding that is available; (iii) the enactment, repeal, promulgation or withdrawal of any federal, state; or local law, regulation, or court or administrative decision or order finding that this Agreement or the operation of the School in conformity with this Agreement or the Company's Charter Contract with the Authorizer violates the School's, the Authorizer's or the state's responsibilities, duties or obligations under the federal or state constitutions, statutes, laws, rules or regulations, or any contract or agreement; (iv) failure to achieve the Minimum Opening Enrollment Level or a Minimum Enrollment Level for an Academic Period; (v) failure of the Parties to locate, secure and provide a suitable Facility; (vi) revocation by the Authorizer of its Charter Contract with the Company; (vii) revocation by the State of the Charter Contract between the Authorizer and the Company pursuant to state statute; (viii) termination of the Facility Lease or the School's or Beacon's right to use the Facility by the Landlord for any reason; or (ix) the use of the Facility becomes impractical by reason of fire, flood or other act of God.

"Principal/Headmaster" means the person in charge of the day-to-day operation of the School.

"Procure" means to acquire, lease, purchase, take delivery of, or put into use under a purchase, lease, equipment service agreement or any other arrangement, or to arrange to put into use under a purchase, lease, service agreement or any other arrangement.

"Recruitment" mean to solicit, identify individuals who are eligible to attend the School with a goal of ensuring that the Minimum Opening Enrollment and Minimum Enrollment Levels are met.

"School" means the academic institution authorized by the Charter Contract.

"State" means the State of Delaware.

"Student" means a person who is enrolled in the School.

"Target Area" means the area in which the Company intends to locate the School, which area is [City/Neighborhood/etc.]

2. MANAGEMENT AND SCHOOL ADMINISTRATION.

The Company hereby authorizes Beacon to undertake the management, operation, and administration of the School on behalf of the Company, it being understood that, at all times, Beacon remains accountable and subject to the oversight of the Company, the Authorizer, and

state authorities, as provided for in this Agreement and by law. The Company hereby grants exclusively to Beacon the power and authority, on behalf of the Company and consistent with federal and state law and subject to the terms and conditions of this Agreement and the oversight of the Company as follows:

- (i) to contract for goods and services;
- (ii) to prepare the School's Annual Budget;
- (iii) to perform all personnel functions, including, but not limited to, the determination of staffing levels, selection of personnel, determination of staff responsibilities, compensation and other terms and conditions of employment including evaluating, training and disciplining teaching and non-teaching personnel;
- (iv) to procure insurance;
- (v) to procure a Facility for the School;
- (vi) to procure furniture, equipment and supplies;
- (vii) to perform the business administration of the School;
- (vii) to establish and conduct an educational program and curriculum for the School as provided for in this Agreement and the Charter Contract;
- (ix) to conduct extra-curricular and co-curricular activities and programs;
- (x) to conduct professional development for the Principal and instructional personnel;
- (xi) to procure instructional materials, equipment and supplies;
- (xii) to exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement and state law; and
- (xiii) to generally, take such other actions as may be necessary or desirable to properly and efficiently operate the School.

3. DUTIES AND OBLIGATIONS OF BEACON.

3.1. Implementation of Curriculum Requirements.

Beacon shall implement the Beacon School Design in a manner that is consistent with state law, including requirements regarding content and subjects of instruction, unless such requirement has been waived by state authorities. Beacon shall consult with the Company and the Principal to augment and customize the curriculum to meet the needs of the:

- (i) local community;

- (ii) the special concerns of the Company or Authorizer; and
- (iii) federal, state and the local curriculum and program requirements.

3.2. Evaluation.

Beacon shall implement pupil performance evaluation systems which permit evaluation of the educational progress of each Student at the School. Beacon shall be responsible for implementing procedures designed to ensure Students meet the performance criteria set forth in the Charter Contract and such other assessment strategies as may hereafter be agreed to in writing by Beacon and the Company. The Students' success may be measured not only by absolute levels of achievement, but also by comparative measure against students in the local school district who have backgrounds and achievement levels similar to the Students upon their enrollment in the School. Beacon and the Company shall cooperate in good faith to identify other measures of and goals for Student and School performance, including but not limited to parent, teacher, and Student satisfaction.

3.3. Progress Reports to Company.

Beacon shall use commercially reasonable efforts to provide the Company with reports on School operations, finances and Student performance within 30 days of the end of each calendar quarter, unless such reports are not completed for reasons beyond Beacon's control, in which case Beacon shall use commercially reasonable efforts to provide such reports to the Company within 5 business days of completion. Nothing in this paragraph shall be construed to be in derogation of the Company's ultimate legal authority and responsibility for the School under its Charter Contract; rather, it shall be construed as effectuating Beacon's accountability to the Company for the operation of the School and the achievement of Student learning.

3.4. Technological Equipment.

Beacon shall procure technological equipment integral to Beacon's School Design. Beacon shall either (i) by mutual agreement with the Company, enter into a lease agreement for such items with the Company, which agreement shall contain commercially reasonable terms or (ii) submit the cost of such equipment to the Company for reimbursement in accordance with the provisions of *Section 6.4.2*, in which case the equipment shall become property of the Company.

3.5. Maintenance of the Facility.

Beacon may take reasonable precautions to ensure that the Facility, furnishings, books and equipment provided to the School are maintained in good condition, reasonable wear and tear from use in the School excepted. In compliance with any applicable Facility Lease, Beacon, its employees and contractors may undertake such repairs, maintenance, service and other activities within the Facility, as Beacon may reasonably determine to be necessary or appropriate to conducting Beacon's School Design, including but not limited to the installation and servicing of computers, phones, cabling and related items.

3.6. Food Service.

If a food service program is to be provided, Beacon shall procure food services for the School in accordance with applicable law.

3.7. Transportation.

Beacon shall be responsible for procuring transportation services for Students who must, by law, be provided with transportation to the School. The Company and Beacon may jointly agree to seek transportation services for other Students, even where not required to do so by law.

3.8. Annual Audit.

Beacon shall cooperate and provide all reasonably requested information needed to complete the Annual Audit of the School.

3.9. Authority to Subcontract.

Beacon shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically provided below in this *Section 3*, or as otherwise agreed upon in writing by the Company. Beacon may subcontract all other functions, except as otherwise provided for in this Agreement. All subcontracts shall be in writing, shall be subject to the provisions of and be consistent with this Agreement. No subcontract permitted hereunder shall relieve or discharge Beacon from any obligation or liability under this Agreement.

3.10. Other Special Student Services.

Beacon may subcontract for the provision of other special Student services, such as English as a Second Language, psychologists, social workers, therapists, etc.

3.11. Location of Performance.

Beacon may perform functions other than instruction, such as purchasing and professional development, off-site at Beacon's central services division or elsewhere, except as prohibited by state law. The Company hereby consents to the provision of such services off-site.

3.12. Federal State and Local Program Requirements.

Through Beacon's School Design, Beacon shall provide educational programs that meet federal, state, and local requirements unless such requirements have been waived.

3.13. Projected Annual Budget.

Beacon shall provide the Company with a projected Annual Budget for the upcoming school year no later than May 15 of each year.

3.14. Principal.

Because the accountability of Beacon to the Company is an essential foundation of this relationship, and because the responsibility of the Principal of the School is critical to its success, Beacon shall have the authority and responsibility, consistent with state law, to recruit, select and supervise the Principal and to hold him or her accountable for the success of the School. The Principal shall be employed by and will be subject to dismissal by Beacon. The employment contract with the Principal, and the duties and compensation of the Principal shall be determined by Beacon subject to approval and ratification by the Company. The Principal shall be employed in the School on an annual or bi-annual basis, and shall be accountable to Beacon for the performance of the School.

3.15. Selection of Teachers and Other Personnel.

The Principal shall have authority to select and hold accountable the teachers and the non-teaching staff in the School. Such teaching and non-teaching staff will be subject to dismissal by the Principal. Subject to the terms of this Agreement, the Charter Contract, and the Code, Beacon will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage and transfer personnel necessary to implement Beacon's School Design.

3.16. Terms and Conditions of Employment of the Teachers and Non-teaching Staff.

Among other terms and conditions to be set by Beacon, the Principal and the teachers and non-teaching staff shall be employed subject to the following:

- (i) selection and assignment by Beacon of staff within the School;
- (ii) performance reviews consistent with Beacon's principles of accountability;
- (iii) the work year and work day and the professional development training program prior to the opening of the School envisioned by Beacon's School Design;
- (iv) continuing employment of the Principal and other personnel at the School shall be subject to an annual satisfactory evaluation. Staff who are rated unacceptable shall be subject to termination by Beacon upon recommendation of the Principal; and
- (v) staff shall be compensated according to Beacon compensation principles; staff will be at the School by choice.

3.17. Certification and Accreditation of Staff.

Beacon shall notify the Company of any required state education department waivers and shall work with the Company to expedite the certification process or alternative accreditation for all personnel subject to the accreditation requirements.

3.18. Training of Instructional Staff.

Beacon shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis.

3.19. Non-Instructional Staff Training.

Non-instructional personnel shall receive such training as Beacon determines.

3.20. Employee Salaries and Benefits.

Beacon shall pay the salaries, fringe benefits, and state and federal payroll taxes for all individuals employed at the School by Beacon.

3.21. Insurance.

(i) Beacon shall procure and maintain for the benefit of the Company and the School, general liability and umbrella insurance coverage, motor vehicle liability insurance and such other insurance as may be required by law, covering employees of both Beacon and the School, naming the Company, the School, Beacon and the Authorizer as insureds. Beacon shall procure and maintain insurance for property damage or loss to property or equipment used at the School, on which Beacon and the Company shall be named as co-insured. Such insurance shall be maintained in amounts no less than those set forth on *Schedule 3.21*. The Company shall reimburse Beacon for costs and expenses incurred by Beacon in procuring and maintaining such insurance.

(ii) The Company shall procure and maintain, at its own expense, insurance for property damage or loss to the Facility and related capital facilities and for any ancillary property provided by the Company. The insurance policy(ies) shall name Beacon and its facility manager as co-insureds. The Company shall also maintain such insurance as shall be necessary to indemnify Beacon as provided in this Agreement. Such insurance shall be maintained in amounts no less than those set forth on *Schedule 3.21*.

(iii) Each Party shall secure from its insurers waivers of subrogation as against the other and its agents, with respect to damages to the facilities and/or property therein, for the full amount of the policy and all deductibles. Each Party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Beacon and the Company shall comply with any information or reporting requirements applicable to the other under their respective insurance policies, to the extent practicable.

(iv) The Parties agree that all employees of the School and of Beacon shall be covered by appropriate and adequate worker's compensation and unemployment insurance. Beacon, as the employer of the School employees, shall obtain workers' compensation insurance covering those employees, and unemployment insurance as required by law. Unless otherwise provided by law, Beacon shall provide and maintain at least the minimum statutorily required insurance for Beacon's employees, including but not limited to worker's compensation and unemployment

compensation insurance. Each Party shall provide adequate proof of the fulfillment of any of the requirements of this section to the other within seven (7) days of the receipt of a written request for such proof.

4. DUTIES AND OBLIGATIONS OF THE COMPANY.

4.1. Provision of Suitable School Facilities.

The Company shall procure a Facility for the School located in the Target Area no later than 120 days before the Target Opening Date. Beacon, if requested by the Company, will use commercially reasonable efforts to assist the Company in the identification of a suitable Facility. The Company will consult with Beacon and obtain Beacon's approval prior to entering into a Facility Lease or purchase of a Facility. Beacon and the Company shall also work together to procure Facilities needed to expand the School by one grade level in each subsequent year.

4.2. Provision of Suitable Furniture and Equipment.

Beacon shall obtain desks and other furniture, computers, software, textbooks, equipment, library and media materials, and other materials and furnishings integral to the operation of a school, including such improvements as are reasonably necessary for the implementation of Beacon's School Design. Beacon shall either (i) enter into a lease agreement for such items with the Company, which agreement shall contain commercially reasonable terms or (ii) shall submit the cost of such equipment to the Company for reimbursement in accordance with the provisions of *Section 6.4.2*, in which case the items shall become property of the Company.

4.3. Annual Audit.

The Company shall conduct an Annual Audit in compliance with state law and regulations showing the manner in which funds are spent at the School. The Annual Audit shall be performed by a certified public accountant selected by the Company. The Company will consult with Beacon and obtain Beacon's approval prior to selecting the certified public accountants who will conduct the Annual Audit.

4.4. Compliance with Applicable Laws.

The Company shall comply with, and shall ensure that the School is operated in compliance with, all applicable laws and regulations.

4.5. Oversight at the School.

The Company shall at all times be responsible for the oversight of the activities delegated to Beacon pursuant to this Agreement. Beacon will enforce the rules, regulations and procedures adopted by the Company that are not in direct conflict with this Agreement, the Charter Contract, the Code, or any other applicable laws and regulations.

5. OPERATION OF THE SCHOOL.

5.1. Special Education.

The Company and Beacon recognize their obligation to provide an appropriate education to all Students enrolled in the School, regardless of special need in accordance with the requirements of the Individuals with Disabilities Act and section 504 of the Rehabilitation Act of 1973. Beacon may subcontract as necessary and appropriate to a municipal, public or private contractor or otherwise for the provision of special education services, subject to approval by the Company, which shall not be unreasonably withheld.

5.2. Recruitment and Admission.

Beacon and the Company shall be jointly responsible for the recruitment of Students. Application by or for Students shall be voluntary, and shall be in writing. Admission shall be open to all individuals who reside within the State on a space-available basis without regard to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language, academic achievement, or any other basis that would be illegal if used by a public school district. The Company shall seek a diverse student body that reflects the racial, ethnic, academic, and economic diversity of the Target Area which the School most directly serves. If there are more applications for enrollment in the School than there are spaces available, Students shall be selected to attend using a random selection process. However, as permitted by law, preference for enrollment will be given to siblings of Students enrolled in the School and to Students who were enrolled in the School in the previous year.

5.3. Annual Budget.

On or before June 15, Beacon and the Company shall mutually agree to an Annual Budget. The Annual Budget for the School shall provide for payment of all operating expenses related to the operation of the School, including, but not limited to reimbursement of Beacon expenses in accordance with *Section 6.4* herein below. The Annual Budget shall include, but not be limited to, financial details regarding planned expenditures by Beacon or the School for personnel, books, equipment, marketing, supplies, furniture, utilities, maintenance, staff development, curriculum materials, assessment, transportation, public relations, printing, duplicating, postage, Beacon's Management Fee in accordance with *Section 6.6* herein below, lease expense, debt payments (if applicable), accountability plan costs, accounting and insurance, board legal fees, and any other anticipated fees or expenses. Beacon's obligations, duties and responsibilities under this Agreement are limited in all respects by the Annual Budget established pursuant to this *Section 5.3*. Beacon will not be required to expend funds in excess of the amounts set forth in such Annual Budget.

5.4. Student Population.

The School will open on or about September 4, 2001 (the "Opening Date") with a population of approximately 483 Students (the "Minimum Opening Enrollment Level").

approximately 75 (Grades 2-12) and 54 (Grades K-1) Students in each grade (the "Minimum Grade Size"), grades K through 6 and expanding in subsequent years to serve a total K through 12 grade school population. After the initial year, the "Minimum Enrollment Level" shall be determined by multiplying the number of grades served by the Minimum Grade Size.

5.5. Disabled Students and Those with Other Special Needs.

Subject to the provisions of *Section 5.1*, the School shall be open to individuals with handicapping conditions and other special needs to the extent that such individuals can be accommodated within Beacon's School Design, as required by law.

5.6. School Year.

The normal school year will consist of approximately 190 days of regular instruction for Students. Beacon may extend the school year, subject to Company approval and available funds. The School's calendar shall be developed annually by the Principal in consultation with Beacon and the Company, and shall extend from on or about September 4 through on or about June 20. The school day shall be approximately seven (7.0) hours per day for Students in grades K through 12. The school day will include 30 minutes for lunch.

5.7. School Policies.

The Company and Beacon are committed to the success of Beacon educational program as described in Beacon's School Design and related documents which are attached to this Agreement and/or incorporated by reference herein. This is the educational program that is incorporated by reference in the School's Charter Contract with the Authorizer. Consequently, (a) it shall be the obligation of Beacon to make reasonable recommendations to the Company concerning policies, rules, regulations, procedures, curriculum, personnel, and budget, to enable the Company to implement Beacon's School Design; and (b) the Company, in exercising its legal authority under the Delaware School Code and its Charter Contract with the Authorizer, shall exercise good faith in considering and adopting Beacon's recommendations, so that Beacon's School Design may be properly implemented. Further, because Beacon is accountable to the Company for the success of the School, the educational achievement of the Students, and the efficiency of its operations according to Beacon's School Design, the Company's failure to adopt Beacon's reasonable recommendations may be considered by Beacon to be a Material Breach of this Agreement.

5.8. Code of Conduct.

The Company will adopt, and the Principal and staff shall administer, a code of conduct for the School.

5.9. Due Process.

The Company shall provide Students due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and

access to records. To the extent permitted by law and unless otherwise provided for in the Charter Contract, the Principal shall have the authority to suspend or expel a Student, subject to appeal to the Chairperson of the Company or such other member of the Company as the Company may designate in writing.

5.10. Family Educational Rights and Privacy Act.

The Company hereby designates employees of Beacon as agents of the Company having a legitimate educational interest such that they are entitled access to education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Beacon, its officers and employees shall comply with FERPA at all times.

5.11. State and Federal Waivers.

The Company shall, with Beacon's assistance, apply for and support the waiver of any federal or state rules or regulations that interfere with Beacon's School Design.

6. FINANCIAL ARRANGEMENTS.

6.1. Funding Eligibility.

The Company shall comply with the requirements of the State for the purpose of receiving or maintaining its eligibility to receive from the State the per pupil allowance ("PPA") which the Company is entitled to receive for each Student enrolled and in attendance in the School as provided for in the applicable school aid act. Beacon shall provide such assistance to the Company in the preparation or review of State Aid Act applications and reports as the Company may request. The Company shall permit Beacon to review any such applications and reports prior to their submission. The Company shall apply for all State Aid funds or other monies which it receives from the Authorizer on behalf of the School.

6.2. Donations.

Both the Company and Beacon may solicit and receive grants and donations consistent with the mission of the School.

6.3. Extracurricular Fees.

Consistent with local practice and as allowed by law, the Company may charge fees to Students for extra services such as summer and after school programs, athletics, etc.

6.4. Reimbursements to Beacon.

6.4.1. Employee Salaries and Benefits.

The Company shall reimburse Beacon for all employee compensation and employee benefits expenses incurred by Beacon for personnel located at the School, including but not limited to, salaries, bonuses, vacation pay, sick leave pay, health insurance, life insurance,

disability insurance, workers compensation, state unemployment, federal unemployment, retirement contributions, and any other personnel-related costs, including recruitment costs. The Company shall, as revenue is received, transfer to Beacon such funds as are necessary to fund these personnel-related operating expenses.

6.4.2. Non-Salary Expenses.

In addition to other payments and reimbursements described in this Agreement, including, but not limited to, (i) the Management Fee described in *Section 6.6* herein, (ii) lease payments for any items leased by the Company from Beacon, and (iii) reimbursement of salaries and benefits described in *Section 6.4.1* herein, the Company shall reimburse Beacon for all other direct costs reasonably incurred and paid by Beacon in fulfilling its duties and obligations pursuant to this Agreement and the Charter Contract. The Company shall reimburse Beacon for such costs, which may include, but are not limited to, costs of instructional materials, textbooks, library books, computers, software, equipment, marketing, furniture, utilities, maintenance, staff development, curriculum materials, assessment, public relations, printing, postage, supplies, food service, transportation, special education, psychological and medical services, photocopying, telephone, facsimile, and couriers. The Company also will reimburse Beacon for third-party expenses incurred by Beacon relating to this Agreement, the School, or the Company.

6.4.3. Expenses Set Forth in Annual Budget.

The Company shall reimburse Beacon for all payments made by Beacon and all operating expenses included in the Annual Budget as soon as funds are received by the Company; provided, however, that if the funds received by the Company are not sufficient to make the payments when due, payment shall be made to the fullest extent possible, with any unpaid balance due, plus applicable interest, being carried over to the following month.

6.4.4. Start-Up Expenses.

During the first year of operation of the School, the Annual Budget shall include an allocation for reimbursement to Beacon for any previously unreimbursed out-of-pocket expenses incurred by Beacon related to organizing the school, the Company, the School, or in furtherance of Beacon's obligations hereunder after signing this Agreement and before the opening of the School. Such payments shall be made to Beacon when due; provided, however, that if the per pupil allowance is not sufficient to make the payments when due, payment shall be made to the fullest extent possible, with any unpaid balance due, plus applicable interest, being carried over to the following month. In the event that at the end of May of the first year of operation there remain previously unreimbursed out-of-pocket expenses, the Company shall continue to make monthly payments until such previously unreimbursed out-of-pocket expenses have been fully reimbursed.

6.4.5. Payments Due on Termination or Expiration.

Upon termination or expiration of this Agreement for any reason, all advances, unreimbursed expenses relating to services procured or provided by Beacon under this

Agreement, out-of-pocket expenses and loans paid or made with Beacon's own funds, will be repaid by the Company within 10 business days of such termination. If the management contract is terminated prior to the commencement of the operation of the School and the School does not commence operations, the Company liability to Beacon shall be limited to the amount of funding which it has received during the start-up period.

6.5. Operating Expenses.

The Annual Budget for the School shall provide for payment of all anticipated expenses related to the operation of the School.

6.6. Management Fee.

In exchange for the Management Services, Beacon shall receive an annual Management Fee equal to the greater of (i) the dollar amount set forth on *Schedule 6.6* and (ii) the product of the percentage set forth in *Schedule 6.6* and the Applicable Revenues (collectively the "Management Fee"). The Management Fee shall be paid in twelve monthly installments on the 15th of each month beginning in July and ending in June, commencing in the month in which the first payment is received from the State. The Company acknowledges that Management Fee is reasonable compensation for the Management Services provided by Beacon.

6.7. Timing of Payments.

Unless otherwise provided for herein, all payments to be made by the School or the Company to Beacon shall be due within 20 business days from the date of the invoice or reimbursement request is sent to the Company by Beacon.

6.8. Other Payments and Reimbursements.

The provisions of this *Section 6* shall not preclude the payment by Company to Beacon of additional compensation or additional reimbursements if additional compensation is permitted or specified elsewhere in this Agreement, including, but not limited to, interest as provided for in *Section 11.25* or payment required by any other agreement between the Parties.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Representations and Warranties of Beacon.

Beacon represents and warrants as follows:

7.1.1. Organization.

Beacon is a corporation duly organized under the laws of the State of Delaware, with the purpose and legal ability to contract to provide educational management services.

7.1.2. Authority.

Beacon has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Beacon, enforceable against Beacon in accordance with its terms.

7.1.3. Full Disclosure.

No representation or warranty of Beacon herein and no statement, information or certificate furnished or to be furnished by Beacon pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

7.2. Representations and Warranties of the Company.

The Company represents and warrants as follows:

7.2.1. Organization.

The Company is a nonprofit corporation duly organized under the laws of the State, with the purpose and legal ability to contract to operate a charter school and to contract for educational management services.

7.2.2. Authority.

The Company has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms.

7.2.3. Litigation.

There is no suit, claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body to which the Company is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Company. No such judgment, order, decree or award has been entered against the Company nor has any liability been incurred which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body involving the Company which will or may reasonably be expected to prevent or hamper the consummation of the transactions contemplated by this Agreement.

7.2.4. Full Disclosure.

No representation or warranty of the Company herein and no statement, information or certificate furnished or to be furnished by the Company pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

7.2.5. Reputation of Officers, Directors and Employees.

No member of the Company's Board of Directors, officer of the Company, or employee of the Company has committed, or during the term of this Agreement will commit, (i) an act constituting a criminal offense, (ii) any act involving dishonesty, disloyalty, fraud, breach of trust or moral turpitude, or (iii) any act which could harm the reputation of the Company, Beacon, or the School.

7.2.6. Due Authorization.

Upon execution of a Charter Contract by the Company and the Authorizer, the Company will be authorized to organize and operate the School and will be vested by the Authorizer with all powers necessary to carry out the educational program outlined in the Charter Contract.

7.2.7. Review of Education Program.

The Board of Directors of the Company has reviewed the Educational Program and has approved the Company's use of the Education Program.

7.2.8. Rights to Intellectual Property.

Neither the Company, nor any of its officers, directors, employees, or agents has any intellectual or property rights or claims in the curriculum materials supplied by Beacon and no such claims will be made by the Company or such individuals in the future.

8. PROPRIETARY INFORMATION AND CONFIDENTIALITY.

8.1. Proprietary Information.

The Company agrees that to the extent permitted by law, Beacon shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Beacon, its employees, agents or subcontractors, or by any individual working for or supervised by Beacon. Beacon shall have the sole and exclusive right to license such materials for use by other school districts or customers or to modify and/or sell such material to other school districts and customers. During the term of this Agreement, Beacon may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. The Company shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use such efforts as may be reasonably requested by Beacon so as not to disclose, publish, copy,

transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. The Company shall use such efforts as may be reasonably requested by Beacon to assure that no School personnel or agent disclose, publish, copy, transmit, modify, alter or utilize Beacon's proprietary information without Beacon's prior written consent.

8.2. Treatment of Confidential Information.

The Parties agree to the following provisions:

8.2.1. Confidential Information.

The Company acknowledges that prior to the Term of this Agreement, Beacon may have disclosed, and during the Term of this Agreement Beacon may disclose, Confidential Information to the Company. The Company agrees that it will not at any time or in any manner, directly or indirectly, use or disclose any trade secrets or other Confidential Information to anyone, and that the Company will not use Confidential Information for any purpose other than those provided for herein.

8.2.2. Protection of Confidential Information.

The Company shall preserve and take all reasonable precautions to prevent the disclosure of the Confidential Information to any persons, entities, and/or firms other than those expressly authorized by Beacon to receive such information.

8.2.3. Use of Confidential Information.

The Company agrees that the Confidential Information: (i) shall be used solely in furtherance of this Agreement, and shall not otherwise be used for the benefit of the Company or others; (ii) shall not be copied or reproduced by the Company without the express written permission of Beacon, except for such copies as may be reasonably required for accomplishment of provisions of this Agreement; and (iii) shall not be disclosed to any third party without the prior written consent of Beacon. The Company agrees that it will not knowingly infringe upon, or permit any of its employees or agents to infringe upon, any rights of any third party or knowingly violate the patent, copyright, trademark, trade secret, or other proprietary right of any third party in connection with the performance of this Agreement. If the Company becomes aware of any infringement or alleged instance of infringement, the Company agrees to notify Beacon promptly in writing.

8.2.4. Return of Confidential Information.

The Company will promptly deliver to Beacon any and all Confidential Information in the Company's possession or control upon request by Beacon.

8.2.5. *Rights to Confidential Information.*

Except as required for the Parties' performance hereunder, nothing in this Agreement shall be construed to require Beacon to provide, or to entitle the Company to obtain, any Confidential Information or any rights therein. The Company agrees that these confidentiality obligations shall survive the expiration or termination of this Agreement for five years.

8.2.6. *Specific Performance.*

In addition to all of the remedies otherwise available to Beacon, including, but not limited to, recovery of damages and reasonable attorneys' fees incurred in the enforcement of this Section 8, Beacon shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Section 8. All of Beacon's remedies for breach of this Section 8 shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. The Company acknowledges and agrees that Beacon's rights under this Section 8 are special and unique and that any violation of this Section 8 by the Company would not be adequately compensated by money damages alone.

9. **INDEMNIFICATION.**

9.1. **Survival of Representations and Warranties.**

All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

9.2. **Indemnification of the Company.**

Beacon shall hold the Company and its respective affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Company Indemnified Persons"), harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs ("Claims"), plus reasonable attorneys' fees and expenses incurred in connection with Claims and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate of *Wall Street Journal*, Midwest edition, from time to time prevailing (in all, "Indemnified Claims"), incurred or to be incurred by any Company Indemnified Person resulting from or arising out of any breach or violation of Beacon's representations, warranties, covenants, or agreements contained in this Agreement.

9.3. **Indemnification of Beacon.**

The Company shall hold Beacon and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Beacon Indemnified Persons") harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of them resulting from or arising out of any breach or violation of the Company's representations, warranties, covenants and agreements contained in this Agreement.

9.4. Limitation of Claims of the Company.

Notwithstanding anything in this Agreement to the contrary, there shall be no liability for any Claim and Beacon shall have no obligations or liabilities pursuant to *Section 9.2*:

(a) until the aggregate of the Claims suffered or incurred by the Company exceeds Five Thousand Dollars (\$5,000) (the "Deductible"). After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by the Company, the amount of any income tax savings actually realized by the Company as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account.

(b) to the extent such liabilities exceed the lesser of (i) the Management Fee paid to Beacon during the academic year in which the action or omission giving rise to the Claim occurred and (ii) the amount of any insurance proceeds received for an insured event under insurance policies referenced in this Agreement.

(c) if the claim for indemnification is made pursuant to *Section 9.2*, to the extent that Beacon can demonstrate that the Company had, prior to the Closing, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached or that the applicable covenant had been breached or was unfulfilled prior to the Closing. Beacon represents and warrants that, as of the Closing, it is not aware that the Company had actual knowledge thereof.

9.5. Limitation on Claims of Beacon.

Notwithstanding anything in this Agreement to the contrary, there shall be no liability for any Claim and the Company shall have no obligations or liabilities pursuant to *Section 9.3*:

(a) until the aggregate of the Claims suffered or incurred by Beacon exceeds Five Thousand Dollars (\$5,000) (the "Deductible"). The Deductible described in the preceding sentence shall not apply to Claims involving the payments required by *Section 6.4*, *Section 6.6*, or *Section 6.7*. After the Deductible, to the extent it is applicable, has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by Beacon, the amount of any income tax savings actually realized by Beacon as a result thereof as well as the income tax cost arising out of such indemnity, if any, shall be taken into account.

(b) if the claim for indemnification is made pursuant to *Section 9.3*, to the extent that the Company can demonstrate that Beacon had, prior to the Closing, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached prior to the Closing. The Company represents and warrants that, as of the Closing, it is not aware that Beacon had actual knowledge thereof.

9.6. Indemnification of Third-Party Claims.

The obligations and liabilities of any Party to indemnify any other under this *Section 9* with respect to a Claim relating to or arising from a Claim relating to third parties (a "Third Party Claim") shall be subject to the following terms and conditions:

9.6.1. Notice and Defense.

The Party to be indemnified (the "Indemnified Party") will give the Party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party's duty or obligations under this *Section 9* except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this *Section 9* with respect to such Third party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third party Claim. So long as the Indemnifying Party is defending any such Third party Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

9.6.2. Failure to Defend.

If the Indemnifying Party, within thirty (30) days after notice of any such Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Claim and fails to defend such Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment therein.

9.6.3. Indemnified Party's Rights.

Anything in this *Section 9* to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

9.7. Payment.

The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section 9. Upon judgment, determination, settlement or compromise of any Third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such Third party Claim.

9.8. Adjustment of Liability.

In the event an Indemnifying Party is required to make any payment under this Section 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount (the "Adjusted Amount") which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

10. TERM AND TERMINATION.

10.1. Term.

This Agreement shall have an initial term commencing on the Effective Date and ending on the date the Charter Contract expires (the "Initial Term"), and shall automatically be renewed for additional terms ending on the date that any Renewed Charter Contract expires (each a "Renewal Term" and collectively with the Initial Term the "Term") unless written notice of intent to terminate or renegotiate is given by either Party not later than the December 31 prior to the end of the Initial Term or the December 31 prior to the end of any Renewal Term (the "Annual Renewal Date"). In no event shall any such renewal or renegotiations extend beyond the effective date of any Charter Contract granted to the Company.

10.2. Termination by the Company.

The Company may terminate this Agreement only in accordance with the following provisions:

10.2.1. Termination For Cause.

Subject to the provisions of subparagraph (ii) below, the Company may terminate this Agreement for cause at any time during the Term of this Agreement. For purposes of this Section 10.2, the term "for cause" shall mean:

- (a) the School fails to make reasonable progress toward achievement of agreed-upon goals and Student performance standards identified in the Agreement;
- (b) Beacon fails to meet generally accepted accounting principles standards of fiscal management;
- (c) Beacon violates any material provision of law with respect to the School from which the School was not specifically exempted and which results in material adverse consequences to the Company or the School; or
- (d) Beacon materially breaches any of the essential terms and conditions of this Agreement and thereby undermines the purposes of this Agreement.

In the event the Company terminates the Agreement for cause prior to the Opening Date of the School, the Company shall not be liable to Beacon for any further payments under this Agreement; provided, however, that the Company shall remain obligated to reimburse Beacon for all unreimbursed out-of-pocket expenses incurred by Beacon related to organizing the school, on behalf of the Company or in furtherance of Beacon's obligations hereunder.

10.2.2. Beacon Right to Cure.

Prior to exercising its right to terminate this Agreement, the Company shall give Beacon written notice of its basis for terminating the Agreement (the "Termination Notice"). The Termination Notice shall specify the section of this Agreement upon which the Company is relying on for the termination and, if the termination is done pursuant to Section 10.2(i), the Company shall specify the specific terms of the Agreement that have been violated and the requirements for curing the violation. Upon receipt of the Termination Notice, Beacon shall have 40 business days to cure the breach. If the breach is not corrected within the cure period the Company may terminate the Agreement in accordance with the applicable paragraph of this Section 10.2.

10.3. Termination by Beacon.

Beacon may terminate this Agreement at any time for cause. For purposes of this Section 10.3, the term "for cause" means any violation of any provisions of this Agreement by the Company, any breach of a representation or warranty made by the Company, or the violation of any covenant made by the Company. In the event Beacon terminates the Agreement for cause, Beacon shall be entitled to receive any previously unreimbursed out-of-pocket expenses incurred by Beacon related to the school, incurred on behalf of the Company, or incurred in furtherance of Beacon's obligations hereunder, plus any other amounts owed to Beacon under this Agreement.

10.4. Termination Resulting From a Material Adverse Change.

Upon the occurrence of a Material Adverse Change, a Party may elect to deliver written notice to the other, triggering the provisions of this *Section 10.4* (a "Notice of Material Adverse Change"). Upon receipt of a Notice of a Material Adverse Change, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement, alternative funding arrangements, etc.) to address the Material Adverse Change. If, despite such good faith negotiations, the Parties are unable to agree upon a mutually acceptable approach to address the Material Adverse Change, then either Party may elect to terminate the Agreement, subject to *Section 10.2*, by delivering written notice of termination to the other at least 60 days in advance of the effective date of such termination, or in such lesser time as is reasonable or mandated under the circumstances. The termination provisions of this section shall not be construed to in any way limit the termination for cause provisions contained in *Section 10.2* and *Section 10.3*. Upon a termination due to a Material Adverse Change, the Company shall reimburse Beacon for any previously unreimbursed out-of-pocket expenses incurred by Beacon related to the school, incurred on behalf of the Company, or incurred in furtherance of Beacon's obligations hereunder, plus any other amounts owed to Beacon under this Agreement. In the case of a material adverse change due to the failure to meet minimum required enrollments, before triggering the provisions of *Section 10.4* Beacon will work with the Company to take corrective action aimed at increasing enrollment and decreasing operating costs. Beacon will also consider providing the Company with a short-term loan. Notwithstanding the two previous sentences, if the parties are unable to remove the material adverse change within the 60-day period discussed hereinabove, the contract shall terminate.

10.5. Avoidance of Disruptions to Students.

Notwithstanding the foregoing provisions of this *Section 10*, each Party shall act in good faith to avoid a termination of the Agreement that becomes effective during the middle of an Academic Period or would disrupt the education of the Students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the term specified above, absent unusual and compelling circumstances, the termination will not become effective until the end of the then current Academic Period.

10.6. Assistance Following Termination by Beacon.

In the event of termination of this Agreement by Beacon, Beacon shall provide reasonable assistance to the Company for the shorter of the remainder of the current school year or 90 days after the effective date of termination of the Agreement. Such reasonable assistance shall be limited to using reasonable efforts to assist in the transition to another school program. During such transition period Beacon will be entitled to receive and the Company shall continue to pay Beacon's Management Fee as outlined in *Section 6.6* above, and shall reimburse Beacon for all expenses incurred by Beacon in providing such transition assistance.

10.7. Employment Restrictions After Termination.

Excluding a termination by Beacon for Material Adverse Change, the Company agrees that, for a period of 18 months following the effective date of the termination of this Agreement, neither the Company nor the School, nor any of their affiliates, shall employ, directly or indirectly, as an employee or independent contractor, any person who has been employed by Beacon as the Principal, Director or Head of the School within the one-year period prior to the effective date of the termination of the Agreement.

11. MISCELLANEOUS.

11.1. Governing Law.

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State, without giving effect to the principles of conflict of laws thereof; provided, however, that the Federal Arbitration Act ("FAA"), to the extent applicable and inconsistent, will supersede the laws of such State and shall govern. If any action is brought to enforce an arbitral award rendered pursuant to *Section 11.2*, venue for such action shall be in the courts of the State or the courts of the United States District Court serving the area in which the School is located. The Parties hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

11.2. Alternative Dispute Resolution.

11.2.1. Good Faith Negotiation of Disputes.

The Parties covenant and agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If a dispute should arise in connection with this Agreement, the Parties agree to act in good faith to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the Company and Beacon concerning this Agreement, it shall be resolved in accordance with the following alternative dispute resolution procedure.

11.2.2. Binding Arbitration.

Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement, the breach of any duties hereunder or any other relationship, transaction or dealing between the Parties (collectively "Disputes") will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association. Such arbitration shall be conducted in Delaware. Notwithstanding anything set forth herein to the contrary, all notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered to the Parties hereto as described in the Notice provision of this Agreement. The Parties agree the arbitration shall be conducted by a

panel of three education professionals, one designated by each Party and the third, neutral arbitrator chosen jointly by the respective Party arbitrators. Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either Party in any state or federal court having competent jurisdiction thereof. If either Party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the Party bringing or appealing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and expenses and attorneys' fees) incurred by the other Party in defending such action. Additionally, if either Party brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, the Party bringing such action for judicial relief will be liable for and will immediately pay to the other Party all of the other Party's costs and expenses (including, without limitation, court costs and attorneys' fees) to stay or dismiss such judicial action and/or remove it to arbitration. The failure of either Party to exercise any rights granted hereunder shall not operate as a waiver of any of those rights. This Agreement concerns transactions involving commerce among the several states. The arbitrators will not be empowered to award punitive damages. The agreement to arbitrate will survive termination of this Agreement. **IF THIS AGREEMENT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.**

11.2.3. Arbitration of Termination by the Company.

Not later than 30 days following the Company's Notice to Beacon of its intent to terminate under *Section 10*, either Party may submit the matter to arbitration by delivering written notice to the other. Within 7 days following the date of the written notice, each side shall designate a recognized and independent educational professional as its panel representative; within 7 days thereafter, these representatives shall designate the neutral. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

11.3. Breach and Waiver.

No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.

11.4. **No Waiver.**

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11.5. **No Third Party Beneficiary Rights.**

Except as expressly required by the Charter School Law, no third party, whether a constituent of the School, a member of the community, a Student or parent of a Student of the School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the Company or Beacon in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

11.6. **Negligent Acts of a Party.**

Nothing in this Agreement shall affect or alter in any way responsibility of either Party of this Agreement for the negligent, wrongful or unlawful act of that Party's employees, agents, contractors.

11.7. **Limitation on Delegation of Authority.**

Nothing in the Agreement shall be construed as delegating to Beacon any of the powers or authority of the Company which are not subject to delegation by the Company under the applicable state law. The Company may revoke any powers granted to Beacon hereunder by written notice to Beacon; provided, however, that any such revocation shall in no way impact the obligations of the Company, including its obligation to make the payments specified in *Section 6*.

11.8. **Compliance with Laws.**

Unless specifically waived by appropriate governmental authority, the Parties shall comply with all applicable laws, rules, regulations, ordinances, order or requirements of the State and any governmental authority.

11.9. **Incorporation of Recitals.**

The recitals to this Agreement are hereby incorporated herein as an integral part of this Agreement.

11.10. **Access and Inspection of Books and Records.**

Each Party shall make available to the other Party and the Authorizer for inspection and copying, upon reasonable notice, all books, records, and documents relating to such Party's obligations and performance under this Agreement, the operation of the School, and such Party's receipt and expenditure of funds under this Agreement.

11.11. Notices.

All notices, consents and other communications ("Notices") which either Party may be required or desire to give the other Party shall be in writing and shall be given by personal service, telecopy, nationally recognized overnight courier service, registered air mail or certified mail (or by equivalent means) to the other Party at its respective address or telecopy telephone number set forth below or at such other address as such Party may in the future designate. Notices shall be deemed to be given upon deposit into the mail by the Party doing the notifying. Notices delivered by telecopy shall be confirmed in writing by overnight courier and shall be deemed to be given upon deposit into the mail by the Party doing the notifying.

Beacon:

Mike Ronan
Beacon Education Management, LLC
112 Turn Pike Road, Suite 107
Westborough, Massachusetts 01581
Tel: 1-800-789-1258
Fax:

The Company:

The Charter School of Southern New Castle County
847 Shallcross Lake Road
Middletown, DE 19709
Tel: 302-378-9898
Fax: 302-378-9877
Attn: Marie Page

11.12. Defined Terms and Use of Terms.

All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement.

11.13. Section Headings.

The headings in this Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

11.14. Exhibits and Schedules.

Each exhibit and schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a

conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibits or schedules, the terms and provisions of this Agreement, absent the exhibits and schedules, shall control. The provisions of the preceding sentence notwithstanding, the terms and provisions contained in *Addendum A* and *Addendum B*, if attached and signed by the Parties, shall supercede the terms of this Agreement to the extent that the terms and provisions of such Addenda either (i) conflict with the provisions of this Agreement or (ii) add additional sections or subsections to this Agreement.

11.15. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements, expressed or implied, written or oral, between the Parties are superseded hereby.

11.16. Modifications and Amendments.

This Agreement (including any exhibits and schedules to this Agreement) may be altered, changed, added to, deleted from or modified only by agreement in writing executed by the Chief Executive Officer of Beacon and the Chairperson of the Company. Accordingly, no course of conduct or custom shall constitute an amendment or modification of this Agreement. Any attempt to modify this Agreement orally, or in a writing not signed by both Parties, shall be void. This Agreement may not be modified, supplemented, explained, or waived by parole evidence.

11.17. Assignment.

Except as expressly provided for herein, this Agreement, including without limitation, the rights granted herein, may not be assigned, transferred, pledged, or hypothecated, whether voluntary or involuntary, without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and permitted assigns, and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Upon any such permitted assignment, the assignor hereby guarantees the performance hereunder of the assignee.

11.18. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, subsidiaries, controlled affiliates and permitted assigns of the Parties.

11.19. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

11.20. No Partnership.

This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

11.21. Further Assurances.

The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

11.22. Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

11.23. Negotiated Agreement.

The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

11.24. Force Majeure.

Any delays or failures by either Party hereto in the performance of the obligations hereunder, other than the payments or reimbursements required by this Agreement, shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party. The period of excused performance pursuant to the foregoing shall be (and only shall be) the actual period during which such an occurrence continues. Accordingly, neither Party hereto shall have the right to terminate this Agreement for cause on account of a failure of the other Party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing.

11.25. Interest.

In the event a Party fails to make any payment due pursuant to the terms of this Agreement, such amounts shall, at the option of the Party to whom such unpaid balance is due, bear interest ("Interest") at a rate not to exceed the annual rate of interest reported from time to

time in *The Wall Street Journal* as the base rate on corporate loans at large money center commercial banks plus the percentage set forth in *Schedule 11.25* ("Interest Rate"). The preceding provisions of this *Section 11.25* notwithstanding, in the event the Interest Rate is higher than the rate permitted by law, then interest shall accrue with respect to said unpaid fees at the highest rate permitted by law. Each Party's right to receive such Interest shall not in any way limit any of its other remedies under this Agreement.

- SIGNATURES ARE ON THE FOLLOWING PAGE -

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISIONS
WHICH MAYBE ENFORCED BY THE PARTIES**

BEACON EDUCATION MANAGEMENT, INC.

By: [Signature]

Title: C.O.O.

Date: 2/28/00

By: Marie E Page

Title: President Board of Directors CSSNCC

Date: February 25, 2000

SCHEDULE 3.21

INSURANCE

Type of Coverage	Minimum Amount
Commercial General Liability	<p>Each Occurrence - \$1,000,000</p> <p>Personal and Advertising Injury Limit - \$1,000,000</p> <p>General Aggregate - \$2,000,000</p> <p>Products - completed operations aggregate - \$2,000,000</p> <p>Medical Expense - \$10,000</p>
Umbrella (Excess Liability)	<p>Each Occurrence - \$5,000,000</p> <p>General Aggregate - \$5,000,000</p>
Fidelity Bond	Bond Coverage in an amount not less than 50% of the total costs for all employees of the school and employees of the subcontractors responsible for financial decisions, including the CEO and CFO and board members and all subcontractors.
Workers Compensation	<p>Bodily Injury - accident - \$100,000 each accident</p> <p>Bodily Injury - disease - \$100,000 per employee</p> <p>\$500,000 policy limit.</p>
Auto Liability	Combined single limit \$1,000,000 each accident
Errors and Omissions/School Leaders	Aggregate limit \$1,000,000

525189.09

SCHEDULE 6.6
MANAGEMENT FEE

Management Fee Percentage: 12 percent

Minimum Management Fee: \$ 394,451

525189.09

SCHEDULE 11.25

INTEREST

For the provisions listed in Sec. 11.25 the interest rate shall be the rate reported from time to time in *The Wall Street Journal* as the base rate on corporate loans at large money center commercial banks at the time of failure to make payment.

525189.09

ADDENDUM A
STATE SPECIFIC PROVISIONS

525189.09

ADDENDUM B
ADDITIONAL PROVISIONS

The individual members of the Board of the Company shall not be personally liable for any financial or other obligations of the company.

525189.09

STATE of DELAWARE CERTIFICATE of INCORPORATION A NON-STOCK CORPORATION

- First: The name of this Corporation is Charter School of Southern New Castle County, Inc.
- Second: Its Registered Office in the State of Delaware is to be located at 824 Market St., Suite 800 Street, in the City of Wilmington County of New Castle Zip Code 19801. The registered agent in charge thereof is James J. Haley, Jr., Esq.
- Third: The purpose of the corporation is to engage in any lawful act of activity for which corporations may be organized under the General Corporation Law of Delaware. (If the corporation is to be a nonprofit corporation, please add: "This Corporation shall be a nonprofit corporation.")
This Corporation shall be a nonprofit corporation
operating a charter school as allowed under 14 Del. C. Ch5.
- Fourth: The corporation shall not have any capital stock, and the conditions of membership shall be ~~(in lieu of setting out the conditions of membership in the Certificate of Incorporation, a statement may be inserted that the conditions of membership shall be stated in the By-Laws, as follows:~~
shall be governed by a Board of Directors as set forth in the Bylaws.
- Fifth: The name and mailing address of the incorporator are as follows:
Name Marie E. Page
Mailing Address 847 Shellcross Lake Road
Middletown, DE Zip Code 19709
- I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 27th day of December, A.D. 1999

BY: Marie E. Page
(Incorporator)

NAME: Marie E. Page
(Type or Print)

DIVISION OF
CORPORATIONS

1999 DEC 27 AM 10:45

RECEIVED
DEPARTMENT
OF STATE

PROPOSED BYLAWS FOR THE CHARTER SCHOOL OF SOUTHERN NEW CASTLE COUNTY

ARTICLE I - NAME

This organization shall be called Charter School of Southern New Castle County

ARTICLE II - FORM OF CORPORATION

Charter School of Southern New Castle County is organized as a non-profit, non-stock, Trusteeship corporation.

ARTICLE III - OFFICES

Section 1 - Principle Office

The principle office of the corporation shall be located in the Town of Middletown, County of New Castle, and State of Delaware.

Section 2 - Registered Office

The registered office of the corporation may be the same as the principal office of the corporation, but in any event must be located in the State of Delaware, and be the business office of the registered agent, as required by the Delaware Nonprofit Corporation Act.

ARTICLE IV - BOARD OF TRUSTEES, MEETINGS AND FISCAL YEAR

Section 1 - General Powers

The Business, property and affairs of the corporation shall be managed by its Board of Trustees. The Board of Trustees may exercise any and all of the powers granted to it under the Delaware Nonprofit Corporation Act or pursuant to Del. C., Title 14, Chapter 5. The board may delegate such power to the officers of the board as it deems necessary.

Section 2 - Method of Selection

The initial Board of Trustees shall be the individuals named in the charter application. Subsequently, the Board of Trustees of the corporation shall nominate and approve members by a majority vote. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3 - Length of Term

The term of each member of the Board of Trustees shall be three (3) years, except that of the members first appointed; 1/3 shall be appointed for a term of three (3) years, 1/3 shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. At the first meeting, the Board of Trustees shall designate which members of the initial

Board of Trustees shall serve one (1) two (2), or three (3) year terms. The length of term of the board members shall commence with the first meeting of the Board of Trustees.

Section 4 - Number of Trustees

The number of members shall be three (3), five (5), seven (7) or nine (9), as determined from time-to-time by Board of Trustees. Upon the opening of the school, at least one (1) member of the Board of Trustees shall be a parent of an enrolled student. At least one (1) member of the Board of Trustees shall be a currently employed teacher at the school.

Section 5 - Qualifications

Board members shall not be any Trustee, officer, or employee of a management company that contracts with the Charter School of Southern New Castle County.

Section 6 - Tenure

Each Trustee shall hold office until the Trustee's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 7 - Removal

Any Trustee may be removed with cause by a simple majority of the Board of Trustees of the corporation.

Section 8 - Resignation

Any Trustee may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 9 - Annual and Regular Meetings

The Board of Trustees shall hold an annual meeting during the first week October of each year. The Board of Trustees may provide, by resolution, the time and place, within the State of Delaware, for the holding of regular meetings. The corporation shall provide notice of the annual and all regular meetings as required by the Freedom of Information Act.

Section 10 - Special Meetings

Special meetings of the Board of Trustees may be called by or at the request of the President or any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix the place within the State of Delaware for holding any special meeting of the Board of Trustees called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the State of Delaware. The corporation shall provide notice of all special meetings as required by the Freedom of Information Act.

Section 11 - Notice; Waiver

In addition to the notice provisions of the Freedom of Information Act, notice of any special meeting shall be given at least three (3) days prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally, mailed or sent by facsimile to each Trustee at the Trustee's business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Trustee may waive notice of any meeting by written statement, or telecopy sent by the Trustee, signed before or after the holding of the meeting. The attendance of a Trustee at a meeting constitutes a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12 - Quorum

A majority of the Trustees of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than a majority is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 13 - Manner of Acting

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.

Section 14 - Freedom of Information Act

All meetings of the Charter School of Southern New Castle County Board, including committee meetings, shall at all times be in compliance with the Freedom of Information Act.

Section 15 - Board Vacancies

A vacancy shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 16 - Compensation

A Trustee of the corporation shall serve as a volunteer Trustee. By resolution of the Board of Trustees, the Trustees may be paid their expenses, if any, of attendance at meetings of the Board of Trustees.

Section 17 - Method of Selection

A Trustee of the corporation who is present at a meeting of the Board of Trustees at which action on any corporation matter is taken shall be presumed to have assented to the action taken unless that Trustee's dissent shall be entered in the minutes of the meeting or unless that Trustee shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the

Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 18 - Committees

The Board of Trustees, by resolution, may designate one or more committees, each committee to consist of one or more Trustees elected by the Board of Trustees, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Trustees is not in session, the powers of the Board of Trustees in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Trustees or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Trustees may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Freedom of Information Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Trustees of its activities as the Board of Trustees may request.

Section 20 - Fiscal Year, Budget and Accounting

The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Trustees, subject to the oversight responsibilities of the Delaware Department of Education, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with Delaware Board of Education policy.

ARTICLE V - OFFICERS OF THE BOARD

Section 1 - Number

The officers of the corporation shall be a President, Secretary.

Section 2 - Election and Term of Office

The Board of Trustees shall elect the initial officers at a duly noticed meeting prior to February 1, 2000. Thereafter, the officers of the corporation shall be elected annually by the Board of Trustees at the October meeting of the Board of Trustees. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3 - Removal

Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the corporation would be served thereby.

Section 4 - Vacancies

A vacancy in any office shall be filled by appointment by the Board of Trustees for the unexpired portion of the term.

Section 5 - President

The President shall be a member of the Board of Trustees. The President of the corporation shall preside at all meetings of the Board of Trustees. If there is not a President, or if the President is absent, then the Treasurer shall preside. If the Treasurer is absent, then a temporary chair, chosen by the members of the Board of Trustees attending the meeting shall preside. The President shall be an ex officio member of all standing committees and in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time-to-time.

Section 6 - Secretary

The Secretary shall be a member of the Board of Trustees. The Secretary shall: a) keep the minutes of the Board of Trustees' meetings in one or more books provided for that purpose; b) see that all notices, including those notices required under the Freedom of Information Act, are duly given in accordance with the provisions of these Bylaws or as required by law; c) be custodian of the corporate records and of the seal of the corporation and see that the seal of corporation is affixed to all authorized documents; d) keep a register of the post office address of each Trustee; and e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 7 - Treasurer

The Treasurer shall be a member of the Board of Trustees. The Treasurer shall: a) have charge and custody of and be responsible for all funds and securities of the corporation; b) keep accurate books and records of corporate receipts and disbursements; c) deposit all money and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; d) complete all required corporate filings; e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned by the President or by the Board of Trustees.

Section 8 - Acting Officers

The Board of Trustees shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Trustees may be resolution otherwise determine.

Section 9 - Salaries

Officers of the Board, as Trustees of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

ARTICLE VI - CONTRACTS. LOANS, CHECKS and DEPOSITS; SPECIAL CORPORATE ACTS

Section 1 - Contracts

The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing.

Section 2 - Loans

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Trustee of the Corporation, other than in the ordinary and usual course of the business of the corporation, shall be made or permitted.

Section 3 - Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time-to-time be determined by resolution of the Board of Trustees.

Section 4 - Deposits

All funds of the corporation not otherwise employed shall be deposited from time-to-time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Trustees may select, provided that such financial institution is eligible to be a depository of surplus funds.

Section 5 - Voting of Securities Owned by this Corporation

Subject always to the specific direction of the Board of Trustees, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Trustees, affixation of corporate seal or counter signature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such share or other securities might be voted by this corporation. This

section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 6 - Contracts Between Corporation and Related Person

Any contract or other transaction between this corporation and one or more of its Trustees, or between this corporation and any firm of which one or more of this corporation's Trustees are members or employees, or in which one or more of this corporation's Trustees are interested, shall be valid for all purposes, notwithstanding the presence of such Trustee or Trustees at the meeting at which the Board of Trustees of the corporation acts upon, or in reference to such contract or transaction, and notwithstanding the participation of the Trustee or Trustees in such action, if the fact of such interest shall be disclosed or known to the Board of Trustees and the Board of Trustees shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Any Trustee, officer or employee of Charter School of Southern New Castle County who enters into a contract with the School shall comply with the public disclosure requirements set forth in Delaware Law. Public disclosure of the contract means as follows:

- (i) Prompt disclosure of any pecuniary interest in a contract with the corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) The contract is approved by a simple majority vote of the Trustees of the corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the Trustee making the disclosure.
- (iii) The corporation disclosed the following summary information in its board minutes:
 - a. The name of each party involved in the contract.
 - b. The terms of the contract, including duration, financial consideration between parties, facilities or services of the corporation included in the contract, and the nature and degree of corporation included in the contract, and the nature and degree of assignment of corporation employees for fulfillment of the contract; and
 - c. The nature of any pecuniary interest.

ARTICLE VII - INDEMNIFICATION

Each person who is or was a trustee, Trustee, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, Trustee, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Delaware as they may be in effect from time-to-time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time-to-time by the board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Delaware as they may be in effect from time-to-time.

ARTICLE VIII - AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Board of Trustees at any regular or special meeting of the Board of Trustees, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings.

These Bylaws were adopted as the Bylaws of Charter School of Southern New Castle County meeting, by its Board of Trustees on the _____ day of _____ 1999.

By: _____

Its: _____
President, Board of Trustees

LIGHTPOINTS LEARNING STANDARDS
with Alignment Information for the Delaware State Curriculum Frameworks

HISTORY
LEARNING STANDARD STATEMENTS

1. Chronological Thinking

Each student will understand the chronological order of historical events and recognize the complexity of historical cause and effect, including the interaction of forces from different spheres of human activity and the importance of individuals and their ideas, actions, and choices.

Delaware History Standard 1: Chronology (K-3), (4-5), (6-8)

2. Comprehension

Each student will understand and use many kinds of historical evidence and narrative, identifying the central questions the source addresses, defining the purpose or point of view of the source, and, in the case of primary sources, examine ideas and events as they were lived by people of the time.

Delaware History Standard 2: Analysis ((K-3), (4-5), (6-8)

3. Analysis and Interpretation

Each student will differentiate between historical fact and opinion and, when reading historical narrative, assess its credibility, consider multiple perspectives on the past, and compare competing accounts of historical events.

Delaware History Standard 3: Interpretation ((K-3), (4-5), (6-8)

4. Research Capabilities

Each student will frame questions that can be answered by historical study and research; collect, evaluate and employ information from an array of textual and non-textual sources; and apply their interpretations in oral and written presentations.

Delaware History Standard 4: Content (K-3), (4-5), (6-8)

** Gr. 4-5, emphasis on Delaware history*

**Gr. 6-8, emphasis on pre-industrial US history and Delaware's role,
ancient and medieval civilizations*

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GRADE FOUR BENCHMARKS

1. Chronological Thinking

- understand time and be able to measure it in years, decades, and centuries
- identify the time at which events occurred and the sequence in which they occurred from a time line
- group historical events into broadly defined eras and periods: colonial America, the Roman Empire, medieval Europe

2. Comprehension

- read maps and understand their scales and directional indicators in order to acquire historical information
- describe the past as if they were there and “put on the shoes of history”
- interpret visual data of simple line graphs, pie graphs, and Venn diagrams

3. Analysis and Interpretation

- identify the author’s purpose or point of view in a brief narrative
- explain how an historical event might have turned out differently
- compare two sources which consider the same historical event and develop a fuller, composite understanding of that event which incorporates evidence from each source

4. Research Capabilities

- obtain and organize historical data from a variety of sources, including the school and community libraries and museums
- formulate a question for historical inquiry
- construct an historical explanation, story, or visual representation from collected evidence

GRADE EIGHT BENCHMARKS

1. Chronological Thinking

- measure and calculate calendar time
- construct and interpret time lines
- explain patterns of historical continuity and change
- construct a narrative with temporal depth

2. Comprehension

- determine literal meaning and central questions of a passage
- read imaginatively and with perspective of “those who were there”
- understand the content of multimedia resources, including maps, visual and mathematical data, and the arts

3. Analysis and Interpretation

- determine author’s frame of reference
- recognize the tentative nature of history and its constant revision
- consult multiple narrative sources with competing interpretations of an historical event

4. Research Capabilities

- use a variety of primary and secondary sources
- focus research on increasingly more specific historical questions
- assess historical evidence for “missing voices,” the parties to an historical event whose point of view is absent

GEOGRAPHY LEARNING STANDARD STATEMENTS

1. Location

Each student will locate particular places on earth and identify, organize, and analyze spatial patterns and arrangements around the earth's surface, using maps and other geographic representations.

Delaware Geography Standard 1: Maps (K-3), (4-5), (6-8)

2. Place: Physical and Human Characteristics

Each student will understand the physical characteristics of places e.g. landforms, bodies of water, weather and the human characteristics of places e.g. housing, languages, ethnic composition and how physical and human processes together shaped those places.

*No Delaware Geography Standard closely aligns with this standard.
Aligns with various Delaware Science, Language Arts Standards*

3. Relationships Within Places: Humans and Environments

Each student will explain how the earth's natural systems e.g. hydrosphere, lithosphere, biosphere, and atmosphere and human systems e.g. economic, social, political, and religious are interrelated through limitations imposed on human action by the physical environment and through human actions which modify the physical environment.

Delaware Geography Standard 2: Environment (K-3), (4-5), (6-8)

4. Movement: Humans Interacting on the Earth

Each student will trace the movement of people, goods, and ideas around the globe and explain the ways through which this motion changes the distribution and importance of physical resources, human dependence upon the physical environment, and the cultural mosaic, economic interdependence, and political conflict and cooperation among people

Delaware Geography Standard 3: Places (K-3), (4-5), (6-8)

5. Regions: How They Form and Change

Each student will understand that human experience and culture influence people's perceptions of places and ecosystems and that these differing perceptions lead to the creation of regions to help people organize and interpret the earth's physical and human complexity.

Delaware Geography Standard 4: Regions (K-3), (4-5), (6-8)

**Gr. 6-8, emphasis on sub-regions*

GRADE FOUR BENCHMARKS

1. Location

- construct models or sketch maps of a state, the United States, and the world; and label continents and oceans of the world, and the countries and major cities of North American on unmarked maps
- use number and letter grids to plot specific locations and sketch simple maps
- compare and contrast geographic information on maps drawn to different scales

2. Place: Physical and Human Characteristics

- identify major land and water formations on a map of a state and a nation
- use basic geographic terminology to describe the physical and human characteristics of a locale, a region, or a state
- identify and describe basic human systems e.g. political, social, economic that are located in a community

3. Relationships Within Places: Humans and Environments

- describe an environmental feature or issue using aerial or other photographs, satellite images, maps and globes
- illustrate different ways in which people depend upon, adapt to, and modify the environment, e.g. farming, commercial fishing and explain positive and negative consequences of man-made changes
- compare ways humans have adapted to a single environmental characteristic, e.g. temperature, elevation, precipitation through their development of clothing, housing, and food procurement

4. Movement: Humans Interacting on the Earth

- give examples of the movement of goods or products from one locale to another, give reasons for this movement, and trace it on a map or globe
- identify local communication and transportation systems and compare them with other networks in the area, the state, or the nation
- identify and explain population movements on a global scale, e.g. flight of political refugees from civil war; migration of impoverished rural peoples into urban areas and across international borders into more developed countries

5. Regions: How They Form and Change

- locate physical features which serve as boundaries between states or provinces and countries
- identify, using a map or globe, areas that may be considered regions, e.g. forests, deserts, farm areas, political units, neighborhoods and categorize them as either physical or human regions

GRADE EIGHT BENCHMARKS

1. Location

- use a map or globe to locate natural features, e.g. mountain ranges, rivers; and human features e.g. nations or cities; and patterns of climate and vegetation
- use geographic vocabulary and reference systems (distance, direction, latitude and longitude) to locate and describe specific places and regions
- use maps, globes, atlases, and almanacs to identify and assemble geographic information about a particular place or region
- locate selected natural resources, e.g. minerals, fossil fuels, on a map and identify their worldwide distribution

2. Place: Physical and Human Characteristics

- give examples of the physical characteristics of places, e.g. landforms, coastline, soils, flora and fauna
- give examples of the human characteristics of places, e.g. languages, religion, politics, economics, and social structure
- analyze geographic information about a particular place or region to understand the impact of its physical characteristics on its human history

3. Relationships Within Places: Humans and Environments

- identify and describe the world's major ecosystems (rain forest, savanna, for example) and the range of human adaptations (nomadic pastoralism, terrace farming) which provide food, clothing, and shelter from these ecosystems
- identify, research, analyze, and present a case study examining the effects of humans and their technology on the local environment, e.g. a new highway that brings economic vitality as well as more air pollution
- illustrate the widespread, systematic nature of environmental change through the examination of a major human modification, e.g. the construction of Disney World in Orlando, Florida; the harnessing of the Tennessee River with dams to create hydroelectric power for the farmers of Appalachia

4. Movement: Humans Interacting on the Earth

- trace the migration of a population, a resource, a commodity, a disease, or an ideology around the globe while identifying those factors that either accelerated or impeded the process
- explain, with the help of diagrams and maps, how linkages are created through movement, using local, state, national, and international examples

5. Regions: How They Form and Change

- define and explain the characteristics of a local, state, national, or international region as well as those elements that distinguish a particular region from other comparable regions
- describe, explain, and map relationships among regions, e.g. neighborhoods in a town, crop zones in a farming region

LANGUAGE ARTS LEARNING STANDARD STATEMENTS

1. Reading

Each student will demonstrate comprehension and show evidence of a warranted and responsible interpretation of instructional, expository, and journalistic writing.

Delaware English, Language Arts Standard 2: Construct, examine, and extend the meaning of literary, informative, and technical texts through listening, reading, and viewing.

2. Literature

Each student will demonstrate comprehension and show evidence of a warranted and responsible interpretation of poetry, fiction, non-fiction, and essays.

Delaware English, Language Arts Standard 3: Access, organize, and evaluate information gained through listening, reading, and viewing

Delaware English, Language Arts Standard 2: Construct, examine, and extend the meaning of literary, informative, and technical texts through listening, reading, and viewing.

3. Writing

Each student will shape language to communicate effectively through competent usage of the general skills and strategies of the writing process.

Delaware English, Language Arts Standard 1: Use written and oral English appropriate for various purposes and audiences

4. Speaking, Listening, and Viewing

Each student will use the fundamental processes of speaking, listening, and viewing to express, explore and learn about information and ideas.

Delaware English, Language Arts Standard 2: Construct, examine, and extend the meaning of literary, informative, and technical texts through listening, reading, and viewing.

Delaware English, Language Arts Standard 3: Access, organize, and evaluate information gained through listening, reading, and viewing.

Delaware English, Language Arts Standard 1: Use written and oral English appropriate for various purposes and audiences.

5. Conventions, Grammar, and Language Usage

Each student will represent information and ideas appropriately with regard to current standards of correctness (e.g. spelling, punctuation, paragraphs, and sentence construction) in both written and spoken formats.

Delaware English, Language Arts Standard 1: Use written and oral English appropriate for various purposes and audiences.

Delaware English, Language Arts Standard 2: Construct, examine, and extend the meaning of literary, informative, and technical texts through listening, reading, and viewing.

GRADE FOUR BENCHMARKS

1. Reading

- Read at least 25 books or book equivalents a year
- Read in-depth and comprehend four books on a single subject, by a single author, or within a single genre
- Present information and understanding gained by reading in both oral and written formats
- Read aloud accurately (85-90%) range with the rhythm and flow of everyday speech

2. Literature

- Identify recurring themes across diverse works
- Examine a character's action within a literary context
- Critique the degree to which a literary plot is contrived or realistic
- Produce work in one literary genre that follows its basic conventions

3. Writing

Produce writing that engages the reader, develops a controlling idea with appropriate facts and details, and has an ongoing structure which incorporates a range of strategies and has closure in each of these forms:

- A report
- A response to literature
- A narrative account (autobiographical or fictional)
- A narrative procedure

4. Speaking, Listening, and Viewing

- Conduct a one-on-one conference with an adult by initiating topics for discussion and asking and answering question to demonstrate an understanding of the subject(s) under consideration
- Participate in a group meeting by making voluntary contributions, actively engaging other participants, and responding appropriately to the comments and questions of others
- Prepare and deliver an individual presentation which appeals to the audience, presents a personal point of view, and shapes content and structure for effectiveness

5. Conventions, Grammar, and Language Usage

- Understand the rules of the English language and select structures and features of language appropriate to a particular work
- Analyze and review work to clarify it and make it more effective in communicating the intended message or thought

GRADE EIGHT BENCHMARKS

1. Reading

- Read at least 25 books or book equivalents a year from a diverse collection of material which includes at least three different literary forms and five different writers
- Read four books on one subject or by a single author and draw the texts together to compare and contrast themes, characters, and ideas
- Present oral or written work that restates or summarizes new information and relates it to prior knowledge
- Present oral or written work that demonstrates understanding of a variety of public documents (civic issues or public policy matters in the community and beyond)
- Present oral or written work that demonstrates understanding of a variety of functional documents (created to help get things done)

2. Literature

- Identify the characteristics of literary forms and genres
- Distinguish between the characteristics of stereotyped and fully-developed characters
- Interpret the impact of author's decisions regarding word choice, content, and literary elements
- Consider the function of point of view on persona and analyze its effect
- Produce works in at least two literary genre that follow their conventions

3. Writing

Produce writing that engages the reader, develops a controlling idea with appropriate facts and details, and has an ongoing structure which incorporates a range of strategies and has closure in each of these forms with additional devices and strategies particular to that form:

- A report that may compare and contrast, name, narrate a relevant anecdote, and explain benefits or limitations
- A response to literature that may judge interpretively or reflectively and supports opinion through reference to the text, to other texts, and to other authors
- A narrative account that may include sensory detail and concrete language, develop complex characters, and establish plot, point of view, and setting
- A narrative procedure that may provide a guide for a relatively complicated procedure and anticipates problems and misunderstandings that might arise for readers
- A persuasive essay that may support arguments with detailed evidence, cites sources of information, and anticipates and addresses readers' concerns and counter-arguments

4. Speaking, Listening, and Viewing

- Conduct a one-on-one conference with an adult by initiating topics for discussion, asking and answering question to demonstrate an understanding of the subject(s) under consideration, and responding to questions with appropriate elaboration
- Participate in a group meeting by making voluntary contributions, actively engaging other participants, responding appropriately to the comments and questions of others,

offering personal opinion forcefully without dominating, and giving reasons in support of these expressions

- Prepare and deliver an individual presentation which appeals to the audience, presents a personal point of view, shapes content and structure for effectiveness, and develops several main points in support of a single thesis
- Make informed judgments about TV, radio and film productions that evaluate the media's role in forming public opinion, including the role of advertising

5. Conventions, Grammar, and Language Usage

- Understand the rules of the English language and select structures and features of language appropriate to a particular work
- Analyze and revise work to clarify it and make it more effective in communicating the intended message or thought, employ additional strategies (e.g. rearranging words, sentences, paragraphs), and reconsider the organizational structure

MATHEMATICS LEARNING STANDARD STATEMENTS

The four conceptual understanding standards have been carefully selected as those for which the student should demonstrate a robust understanding. These standards make explicit that students should be able to demonstrate understanding of a mathematical concept by using it to solve problems, representing it in multiple ways (through numbers, graphs, symbols, diagrams, or words, as appropriate), and explaining it to someone else.

1. Arithmetic, Number, and Operation Concepts

Each student will produce evidence that demonstrates understanding of arithmetic, number, and operation concepts.

Delaware Mathematics Standard 5: Estimation, Measurement, and Computation: 5.62, 5.66, 5.67

Delaware Mathematics Standard 6: Number Sense: 6.60, 6.61, 6.62, 6.63, 6.64, 6.65

Delaware Mathematics Standard 10: Patterns, Relationships and Functions: 10.64

2. Geometry and Measurement Concepts

Each student will produce evidence that demonstrates understanding of geometry and measurement concepts.

Delaware Mathematics Standard 5: Estimation, Measurement, and Computation: 5.60, 5.61, 5.63

Delaware Mathematics Standard 8: Spatial Sense, Geometry: 8.60, 8.61, 8.62, 8.63, 8.65, 8.66

Delaware Mathematics Standard 10: Patterns, Relationships and Functions: 10.62

3. Function and Algebra Concepts

Each student will produce evidence that demonstrates understanding of function and algebra concepts.

Delaware Mathematics Standard 5: Estimation, Measurement, and Computation: 5.64, 5.65

Delaware Mathematics Standard 7: Algebra: 7.60, 7.61, 7.63, 7.64

Delaware Mathematics Standard 10: Patterns, Relationships and Functions: 10.60, 10.61, 10.65

4. Statistics and Probability Concepts

Each student will produce evidence that demonstrates understanding of statistics and probability concepts.

Delaware Mathematics Standard 9: Statistics and Probability: 9.60, 9.61, 9.62, 9.63, 9.64, 9.65

Delaware Mathematics Standard 10: Patterns, Relationships and Functions: 10.63

Complementing the conceptual understanding standards are several key areas of the mathematics curriculum that need particular attention and a new or renewed emphasis:

5. Problem Solving and Reasoning

Each student will generally use logical reasoning during work in mathematics and specifically use mathematical concepts and skills to solve non-routine problems that do not lay out specific, detailed steps to follow and that make demands on all aspects of the solution process: formulation, implementation, conclusion, and reasoning.

Delaware Mathematics Standard 1: Solve Problems: 1.03, 1.04, 1.05

Delaware Mathematics Standard 2: Communicate Mathematically: 2.01

Delaware Mathematics Standard 3: Reason Mathematically: 3.01, 3.02, 3.03

Delaware Mathematics Standard 4: Mathematical Connections: 4.01, 4.06

Delaware Mathematics Standard 9: Statistics and Probability: 9.62

6. Skills and Tools

Each student will use skills accurately and automatically and demonstrate practical compliance and persistence by using these skills effectively to accomplish a task, perhaps referring to notes, books, or other students; or perhaps working alone to reconstruct a method.

Delaware Mathematics Standard 1: Solve Problems: 1.01, 1.02

7. Mathematical Communication

Each student will use the language of mathematics, its symbols, notation, graphs, and expressions, to communicate through reading, writing, speaking, and listening, and communicate about mathematics by describing mathematical ideas and concepts and explaining reasoning and results.

Delaware Mathematics Standard 1: Solve Problems: 1.06

Delaware Mathematics Standard 2: Communicate Mathematically: 2.02, 2.03, 2.04

Delaware Mathematics Standard 3: Reason Mathematically: 3.04

Delaware Mathematics Standard 4: Mathematical Connections: 4.05

8. Putting Mathematics to Work

Each student will conduct at least one large scale investigation or project each year and, over the course of a grade span (e.g. K-4, 5-8), conduct multiple investigations or projects drawn from traditional investigative areas: data study, science study, design of a physical structure, management and planning analysis, and pure mathematics.

Delaware Mathematics Standard 1: Solve Problems: 1.06

Delaware Mathematics Standard 2: Communicate Mathematically: 2.05, 2.06

Delaware Mathematics Standard 4: Mathematical Connections: 4.02, 4.03

GRADE FOUR BENCHMARKS

1. Arithmetic, Number, and Operation Concepts

- add, subtract, multiply, and divide whole numbers, with and without calculators
- demonstrate understanding of the base ten place value system and use this knowledge to solve arithmetic tasks
- estimate, approximate, round off, use landmark numbers, or use exact numbers in calculations
- describe and compare quantities by using concrete and real world models of simple fractions
- describe and compare quantities by using simple decimals
- describe and compare quantities by using whole numbers up to 10,000

2. Geometry and Measurement Concepts

- give and respond to directions about location, e.g., by using words such as "in front of," "right," and "above."
- visualize and represent two dimensional views of simple rectangular three dimensional shapes, e.g., by showing the front view and side view of a building made of cubes
- use simple two dimensional coordinate systems to find locations on a map and to represent points and simple figures
- use many types of figures and identify the figures by their properties
- solve problems by showing relationships between and among figures, e.g. using congruence, similarity, and transformations
- extend and create geometric patterns using concrete and pictorial models
- use basic ways of estimating and measuring the size of figures and objects in the real world, including length, width, perimeter, and area.
- use models to reason about the relationship between the perimeter and area of rectangles in simple situations
- select and use units for estimating and measuring quantities such as weight, length, area, volume, and time
- carry out simple unit conversions
- use scales in maps, and use, measure, and create scales for rectangular scale drawings

3. Function and Algebra Concepts

- use linear patterns to solve problems; that is:
 - show how one quantity determines another in a linear pattern
 - show how one quantity determines another quantity in a functional relationship based on a linear pattern
- build iterations of simple non-linear patterns, including multiplicative and squaring patterns with concrete materials, and recognize that these patterns are not linear
- use the understanding that an equality relationship between two quantities remains the same as long as the same change is made to both quantities
- use letters, boxes, or other symbols to stand for any number, measures quantity, or object in simple situations with concrete materials, i.e. demonstrate understanding and use of a beginning concept of a variable

4. Statistics and Probability Concepts

- collect and organize data to answer a question or test a hypothesis by comparing sets of data
- display data in line plots, graphs, tables, and charts
- make statements and draws conclusions based on data
- gather data about an entire group or by sampling group members to understand the concept of sample
- predict results, analyze data, and find out why some results are more likely, less likely, or equally likely
- find all possible combinations and arrangements within certain constraints involving a limited number of variables

5. Problem Solving and Reasoning

- Solve mathematical problems through all aspects of the solution process, including:
 1. Formulation
Make decisions about the best approach by using previously learned strategies, skills, knowledge and concepts
 2. Implementation
Make choices involved in planning and carrying out a solution by using multiple approaches, connecting concepts, and arriving at sensible solutions which can be reasonably defended
 3. Conclusion
Move beyond a particular problem by making connections, extensions, and generalizations that explain patterns, recognize similarities among problems, explain how the solution can be applied to other school subjects and the real world, and develop a general rule from the solution that applies to other circumstances

6. Skills and Tools

- Add, subtract, multiply, and divide whole numbers accurately
- Estimate numerically and spatially
- Measure accurately in both the customary and metric systems
- Compute time (hours and minutes) and money (dollars and cents) correctly
- Refer to geometric shapes and terms correctly using concrete objects or drawings (may need assistance with less familiar shapes and terms--e.g. vertex, polyhedron, prism)
- Use appropriate computational symbols correctly in number sentences and expressions
- Read, create, and represent data visually, (e.g. line plots, charts, tables, diagrams, bar graphs, simple circle graphs, and coordinate graphs)
- Use multiple strategies as appropriate to achieve solutions, (e.g. mental computation, calculators, rulers, measuring cup, scales)

7. Mathematical Communication

- Use appropriate mathematical terms, vocabulary, and language
- Show mathematical ideas in a variety of ways, (e.g. words, numbers, symbols, pictures, charts, graphs, tables, diagrams, and models)

- Explain solutions to problems clearly and logically, and support solutions with evidence in both oral and written work
- Consider purpose and audience when communicating about mathematics
- Comprehend mathematics from reading assignments and from other sources

8. Putting Mathematics to Work

- Conduct a Data Study
 - Develop a question and hypothesis to generate data to help make a decision or recommendation
 - Collect data from a group to be sampled and displays results (compares with prediction)
 - Write a report (with acknowledgments) that makes recommendations supported by visual displays (graphs, charts, diagrams) of results
- Conduct a Science Study
 - Develop a question and hypothesis to generate data to help make a decision or recommendation
 - Collect data from a group to be sampled and display results (compare with prediction)
 - Write a report (with acknowledgments) that make recommendations supported by visual displays (graphs, charts, diagrams) of results
- Design a Physical Structure
 - Decide on figure; its cost, size, and scale
 - Make multiple design drafts with revisions from feedback
 - Make a final draft and report, drawn and written, accurate enough so that another person might build the structure
- Write a Detailed Plan
 - Identify criteria for evaluation of plan's success
 - Develop a contingency plan
 - Identify resources
 - Incorporate budget and schedule
 - Revise based on feedback
 - Present report or recommendation supported by designs, charts, or graphs
- Investigate Pure Mathematics
 - Decide on a question or concept to investigate within an area of mathematics, (e.g., numbers, shapes, patterns)
 - Select representation (e.g. numbers, diagrams, models) and carry out the investigation
 - Write a report that generalizes about mathematics from the investigation

GRADE EIGHT BENCHMARKS

1. Arithmetic, Number, and Operation Concepts

- consistently and accurately add, subtract, multiply, and divide rational numbers using appropriate methods and raise rational numbers to whole number powers
- use and understand the inverse relationship between addition and subtraction, multiplication and division, and exponentiation and root extraction; use the inverse operation to determine unknown quantities in equations
- consistently and accurately apply and convert the different kinds and forms of rational numbers
- is familiar with characteristics of numbers and with properties of operations
- interpret percent as part of 100 and as a means of comparing quantities of different sizes or changing sizes
- use ratios and rates to express "part-to-part" and "whole-to-whole" relationships, and reason proportionally to solve problems involving equivalent fractions, equal ratios, or constant rates
- order numbers with the $>$ and $<$ relationships and by location on a number line

2. Geometry and Measurement Concepts

- is familiar with assorted two- and three- dimensional objects
- identify similar and congruent shapes and use transformations in the coordinate plane
- identify three dimensional shapes from two dimensional perspectives; draw two dimensional sketches of three dimensional objects that preserve significant features
- determine and understand length, area, and volume, including perimeter and surface area; use units, square units, and cubic units of measure correctly; compute areas of rectangles, triangles, and circles; compute volumes of prisms
- recognize similarity and rotational and bilateral symmetry in two- and three- dimensional figures
- analyze and generalize geometric patterns, such as tessellations and sequences of shapes
- measure angles, weights, capacities, times, and temperatures using appropriate units
- choose appropriate units of measure and convert with ease between like units
- reason proportionally in situations with similar figures
- reason proportionally with measurements to interpret maps and to make smaller and larger scale drawings
- model situations geometrically to formulate and solve problems

3. Function and Algebra Concepts

- discover, describe, and generalize patterns, including linear, exponential, and simple quadratic relationships, i.e. those of the form $f(n)=n^2$ or $f(n)=cn^2$, for constant c , including $A = \pi r^2$, and represent them with variables and expressions
- represent relationships with tables, graphs in the coordinate plane, and verbal or symbolic rules
- analyze tables, graphs, and rules to determine functional relationships
- find solutions for unknown quantities in linear equations and in simple equations and inequalities

4. Statistics and Probability Concepts

- collect, organize, and display data with tables, charts, and graphs that are appropriate
- analyze data with respect to characteristics of frequency and distribution, including mode and range
- analyze central tendencies of data by considering mean and median
- make conclusions and recommendations based on data analysis
- critique the conclusions and recommendations of others' statistics
- consider the effects of missing or incorrect information
- formulate hypotheses to answer a question and use data to test hypotheses
- represent and determine probability as a fraction of a set of equally likely outcomes; recognize equally likely outcomes, and construct sample spaces
- make predictions based on experimental or theoretical probabilities
- predict the result of a series of trials once the probability for one trial is known

5. Problem Solving and Reasoning

- Solve mathematical problems through all aspects of the solution process, including:

1. Formulation

Participate in the formulation of problems from a situation by solving a variety of meaningful problems and extracting pertinent information to figure out what additional information is needed

2. Implementation

Make choices involved in planning and carrying out a solution by using multiple approaches, (e.g. sketches, diagrams, and tables), breaking a complex problem into its constituent parts, solving for unknowns, integrating concepts and techniques from other areas of mathematics, and working effectively in teams when appropriate

3. Conclusion

Provide closure to the process through summary statements and conclusions that verify and interpret results with respect to the original problem and generalize solutions and strategies to new problems

4. Reasoning

Make conjectures with estimates and explanations as well as justifiable statements with supporting arguments

6. Skills and Tools

- Compute accurately with arithmetic operations on rational numbers
- Know and use the correct order of operations for arithmetic computations
- Estimate numerically and spatially
- Measure length, area, volume, weight, time, and temperature accurately
- Refer to geometric shapes and terms correctly using concrete objects or drawings
- Use equations, formulas, and simple algebraic notation appropriately
- Read and organize data on charts and graphs, including scatter plots, bar, line, and circle graphs, and Venn diagrams; calculate mean and median
- Use multiple strategies as appropriate to achieve solutions, (e.g. mental computation, pencil and paper, measuring devices, texts, manipulatives, calculators, computers, and advice from peers)

7. Mathematical Communication

- Use mathematical language and representations with appropriate accuracy, (e.g. numerical tables and equations, simple algebraic equations and formulas, charts, graphs, and diagrams)
- Organize work, explains solutions orally and in writing, label drawings, and use other techniques to clarify meaning to an audience
- Use mathematical language to make complex situations easier to understand
- Justify statements and defend work to demonstrate mathematical reasoning
- Explain ideas not only to teachers and adults but to fellow students or younger children
- Comprehend mathematics from reading assignments and other sources

8. Putting Mathematics to Work

- Conduct a Data Study
 - Develop a question and hypothesis to generate data to help make a decision or recommendation
 - Collect data from a group to be sampled and display results (compare with prediction)
 - Use pertinent concepts from statistics and probability
 - Make a presentation (with acknowledgments) that makes recommendations supported by visual displays (graphs, charts, diagrams) of results and include a detailed description of the investigative process
- Make a Mathematical Model of a Physical Phenomenon
 - Represent a physical system mathematically
 - Generalize about the system with a rule (function) that applies to the phenomenon under study and goes beyond a statistical analysis of generated numbers
 - Prepare a presentation or report that incorporates the phenomenon investigated, a detailed description of method, and explanation of findings
- Design a Physical Structure
 - Generate a plan to build something of value to society
 - Design a realistic appropriate structure using geometric shapes and volumes
 - Summarize its important features
 - Prepare a presentation or report that incorporates the phenomenon investigated, a detailed description of method, and explanation of findings
- Write a Detailed Management Plan
 - Determine needs of event to be managed or planned
 - Note constraints affecting the plan
 - Consider other possible solutions
 - Report or present an explanation of plan itself and how it was carried out
- Investigate Pure Mathematics
 - Extend or "play with" concepts of features (e.g. properties and patterns in numbers)
 - Express generalizations from the pattern
 - Conjecture about apparent properties and argue why they seem true
 - Deliver presentation or report that includes question investigated, a detailed description of method and explanation of findings

SCIENCE LEARNING STANDARD STATEMENTS

The goal for K-8 science education is for students to gain science literacy by asking and answering questions about the natural world and humankind's adaptation to the world. In an effort to have students develop their ability to ask questions in science, the Beacon curriculum follows students' developmental growth within three major strands—**Inquiry, Content, and Human Context**-- interwoven throughout the elementary, middle and high school experience:

1. **Inquiry: Students should be able to . . .**

A. Scientific Thinking

Students will develop an increasing ability to use evidence to support conclusions and to consider alternative explanations based on new information. Teachers will "welcome curiosity, reward creativity and encourage a spirit of healthy questioning." (AAAS, 1989, p. 149)

Delaware Science Standard 1: Nature and Application of Science and Technology
Science As Inquiry, #1: Gr. K-3-- #1; Gr. 4-5 -- #1; Gr. 6-8 -- #1, #2, #3

B. Scientific Investigations

Each student will conduct inquiries during each year that include posing questions, using resources (people, print, electronic), designing experiments and producing and interpreting data.

Delaware Science Standard 1: Nature and Application of Science and Technology
Science As Inquiry: Gr. K-3 -- #3; Gr. 4-5 -- #3; Gr. 6-8 -- #1, #2, #3
Science, Technology and Society: Gr. K-3-- #1; Gr. 4-5 --#1; Gr. 6-8-- #1, #2

C. Scientific Communication

Each student will share finding in oral and written reports, employ graphic, pictorial and/or narrative displays to represent data and conclusions, and learning to receive and incorporate feedback. Use of electronic communication to collaborate with learning in other locations will enhance the student's growing understanding of global concerns.

Delaware Science Standard 1: Nature and Application of Science and Technology
Science As Inquiry: Gr. K-3-- #4; Gr. 4-5 -- #4; Gr. 6-8 -- #1, #2, #3
History and Context of Science: Gr. 6-8 -- #2

D. Scientific Tools and Technologies

Each student will use appropriate tools to make observations, to collect data, to analyze results and to accomplish tasks effectively. Student-created measuring tools and recording systems serve as a starting point. Electronic measuring devices, chemical test kits, and spreadsheet design are introduced at appropriate times in the curriculum sequence.

Delaware Science Standard 1: Nature and Application of Science and Technology
Science As Inquiry: Gr. K-3 #3, #4; Gr. 4-5 #1, #2, #3; Gr. 6-8 -- #1, #2
Science, Technology and Society: (K-3) (4-5), (6-8)
Delaware Science Standards 2 through 8: Technology and Its Applications Standards (K-3), (4-5), (6-8)
Delaware Science Standard 6: Life Processes -- Health and Technology Applications Standards (K-3), (4-5), (6-8)

*Delaware Science Standard 7: Diversity and Continuity of Living Things –
Biotechnology and Its Applications (4-5), (6-8) (focus on research projects with
Delaware connections)*

2. Domain Content Understandings : Students should know that . . .

Each student will acquire the knowledge of the central concepts of science while also developing a context for considering the continuing growth of scientific information. Each student will be involved in all science disciplines (Earth & Space Science, Life Science and Physical Science) in each grade, learning fundamental principles that underlie the distinct disciplines but also appreciating their connections through interdisciplinary studies.

[note: The Beacon Lightpoints Science Framework is based on the New Standards and mirror the specific domain content proficiencies in the National Science Education Standards. The Delaware Science Framework lists proficiencies for each major subdiscipline of science, a level of detail that is implied in the Beacon frameworks, though not stated explicitly. Extensive detail is provided in the scope and sequence of the standards-based programs recommended to Beacon clients. See chart on following page.]*

Delaware Science Standard 2: Materials and Their Properties:

Delaware Science Standard 3: Energy and Its Effects

Delaware Science Standard 4: Earth in Space

Exceptions: Solar System Models (6-8), #2 – sun in Milky Way galaxy (reserved for Beacon high school program)

Interactions in the Solar System (6-8), #1 (nuclear reactions in sun), and #2 (gravitational attractions among solar system bodies) reserved for Beacon high school science program

Delaware Science Standard 5: Earth as a Dynamic System

Delaware Science Standard 6: Life Processes

Delaware Science Standard 7: Diversity and Continuity of Living Things

Delaware Science Standard 8: Ecology

3. Human Context Understandings: Students should understand that . . .

Each student will appreciate the relevance of science to his or her individual life and to humankind. Throughout the K-8 experience, science connections will be made with personal and social perspectives, a view towards the designed world (technology and applied science), and an appreciation of the history and nature of the scientific enterprise. This standard is augmented as each student interacts with people who work in the world of science (e.g., scientists, technologists, health care professionals) and through visits to scientific settings. Most importantly, students will recognize the presence of science in the everyday world by investigating common concerns like the waste removal systems, air quality controls, or land use policies. The Beacon Science Curriculum is designed to support scientific literacy for all graduates, as well as to inspire potential science specialists.

Delaware Science Standard 1: Nature and Application of Science and Technology

Science, Technology and Society: Gr. K-3 -- #1; Gr. 4-5 -- #1, Gr. 6-8 --

History and Context of Science: Gr. K-3 -- #1, #2; Gr. 4-5 -- #1, Gr. 6-8 --

Delaware Science Standard 6: Life Processes – Health and Technology Applications (K-3), (4-5), (6-8)

Beacon Recommended Science Curriculum Programs:

	<i>Primary (K, 1, 2)</i>	<i>Intermediate (3, 4, 5)</i>	<i>Middle (6, 7, 8)</i>	<i>High School (9 – 12)</i>
Core Curriculum Resources	Insights BSCS T.R.A.C.S. (F.O.S.S. Science for Life and Living Science and Technology for Children SCIS	Insights BSCS T.R.A.C.S. F.O.S.S. Science for Life and Living Science and Technology for Children SCIS	Insights CEPUP FAST FACETS PRIME Science	Active Physics BSCS Green BSCS Blue ChemCom Conceptual Physics IPS
Special Topics	AIMS Bottle Biology GrowLab Earthwatching III	AIMS Bottle Biology GrowLab Project Learning Tree Project WILD GEMS	AIMS Bottle Biology Event-Based Science GrowLab Project Learning Tree Project WILD GEMS STV	AIMS Bottle Biology Event-Based Science Project Learning Tree Project WILD STS Modules

GRADE FOUR BENCHMARKS

1. Inquiry

A. Scientific Thinking

- construct explanations based on evidence
- identify problems and propose solutions

B. Scientific Investigations

- propose and conduct independent experiments
- work effectively in a team

C. Scientific Communication

- describe and compare data numerically
- keep a log over time
- present findings to others clearly and confidently

D. Scientific Tools and Technologies

- use calculators and computers for investigations
- use standard and alternative tools to record observations

Domain Content Understandings

- air has properties that can be identified and measured, and these include wind direction and speed, temperature, and moisture
- when liquid water disappears, it turns into a gas and can reappear as a liquid when cooled
- the earth's land surface can be shaped by waves, wind, water and ice
- some characteristics between children and parents are inherited while others are acquired
- almost all kinds of animals' food can be traced back to plants
- fossils can be compared to one another and to living organisms based on similarities and differences
- organs in our bodies work together as a system to keep us healthy
- materials can exist in different states, as solids, liquids or gases
- the position and motion of objects can be changed by pushing or pulling
- electricity in circuits can produce light, heat, sound and magnetic effects
- light is made up of a mixture of many different colors of light, and travels in a straight line until it strikes an object

Human Context Understandings

- resources are things that we get from the living and non-living environment, and the supply of many resources is limited
- applying science principles through technology expands the ability of people to change the world
- many different types of people participate in the scientific enterprise

GRADE EIGHT BENCHMARKS

Inquiry

- A. Scientific Thinking
 - identify the variables that will alter the results of an investigation
 - know that different explanations may be given from the same evidence
 - interpret information from charts, diagrams and graphs
- B. Scientific Investigations
 - design experiments with some understanding of variables and controls
 - complete investigations using reliable naturalistic methods
 - compare conclusions of your own with standard explanations
- C. Scientific Communication
 - differentiate explanation of scientific phenomena from straightforward description
 - use presentation software or similar products prepare presentations of findings to other
- D. Scientific Tools and Technologies
 - use computers to store and retrieve information
 - employ computer-based devices to generate data for an experiment

Domain Content Understandings

- the nine planets have very different size, composition, atmospheres and surface composition
- cycling of water in and out of the atmosphere plays an important role in determining climatic patterns
- fossils embedded in rock provide evidence for history of changing life on this planet
- fossil evidence is consistent with the idea that human beings evolved from other species
- inherited traits are the result of the interaction of genes from parents, and from the interaction of genes with environmental conditions; individuals with certain traits may be more likely to survive and produce offspring
- different types of cells exist in multicellular organisms, with the cells' characteristics related to their specialized functions
- the interdependence of living things and the interactions among living things and the physical world are fundamental concerns of science
- the motion of objects can be described by position, direction and speed, and a change in motion results from an unbalanced set of forces
- properties of substances are related to their fundamental parts, including mass, density, volume and reactivity
- energy in various forms may be transformed, and energy cannot be created or destroyed

Human Context Understandings

- human activities change the earth's atmosphere, the earth's land and seas; these changes may impact the capacity of the environment to support some life forms
- scientific and technological innovations affect individuals, groups and communities
- people from different backgrounds can make important contributions to the development of scientific knowledge and new technologies.

FINE ARTS LEARNING STANDARD STATEMENTS

1. **Performance**

Each student will demonstrate skill elements and perform or produce in the various disciplines of the arts.

Delaware Dance Standards 1, 2: Gr. K-12
Delaware Music Standard 1, 2: Gr. K-12
Delaware Theater Standards 1, 2, 4, 5: Gr. K-12
Delaware Visual Arts Standards 1, 2, 3: Gr. K-12

2. **Aesthetics**

Each student will understand the creative and communicative function of the arts and apply appropriate criteria to evaluate artistic performances and products.

Delaware Dance Standards 3 & 4: Gr. K-12
Delaware Music Standards 4, 5, & 6: Gr. K-12
Delaware Theater Standards 3, 6: Gr. K-12
Delaware Visual Arts Standard 4: Gr. K-12

3. **Appreciation**

Each student will understand and appreciate the relationships among the different art forms and between the arts themselves and culture, now and in the past.

Delaware Dance Standards 4 & 5: Gr. K-12
Delaware Music Standards 7 & 9: Gr. K-12
Delaware Theater Standards 7 & 8: Gr. K-12
Delaware Visual Arts Standards 5 & 6: Gr. K-12

GRADE FOUR BENCHMARKS

1. Performance

Dance

- use basic movements and actions in response to rhythmic accompaniment
- improvise, create and perform dances based on ideas and concepts

Music

- sing expressively, on pitch and in rhythm
- perform a simple, independent instrumental part alone and in a group

Theatre

- assume roles and interact in an improvisation
- improvise and plan a dramatization with characters and dialogue

Visual Arts

- use different art materials safely and responsibly to communicate ideas, experiences, and stories
- understand visual characteristics and compositional features of a product

2. Aesthetics

Dance

- know differences between dance and other forms of human movement (e.g. sports, gestures)
- know how a dance may elicit various interpretations and reactions that differ from the dancer's intended meaning

Music

- know appropriate terminology used to explain music, music notation, music instruments, and music performances
- identify the sounds of a variety of instruments (e.g. orchestral, band) and voices (e.g. male, female, children)

Theatre

- understand the visual, oral, and kinetic elements of dramatic performances
- identify people, events, time and place in dramatizations

Visual Arts

- know appropriate terminology used to explain graphic representation in various media (e.g. foreground, background, texture, vanishing point)
- know how people's experiences (e.g. cultural background, human needs) can influence the development of specific artworks

3. Appreciation

Dance

- know folk dances from various cultures
- know the cultural and/or historical context of various dances (e.g. contra dancing in colonial America; square dancing in American West)

Music

- know characteristics that make certain music suitable for specific uses
- know appropriate audience behavior for the style of music performed

Theatre

- identify and compare similar characters and situations in dramas from various cultures and different historical eras
- understand the emotional and social impact of dramatic performances in individual lives, in the community, and the culture

Visual Arts

- understand the influences of history and culture on the visual arts and vice versa
- identify specific works of art belonging to a particular culture or historical era

GRADE EIGHT BENCHMARKS

1. Performance

Dance

- know and reproduce a range of dynamic movements and movement sequences
- know basic dance steps, body positions, and spatial patterns

Music

- sing two and three part music with good breath control, expression, and technical accuracy
- perform on an instrument with good posture, playing position, and control both independently and in small or large ensembles

Theatre

- create and script scenes with characters and environments that reflect personal experience, heritage, and important literary and historical traditions
- use basic acting skills (e.g. sensory recall, concentration, diction, body alignment) to invent a characterization with dialogue and interaction

Visual Arts

- know how the qualities and characteristics of art media, techniques, and processes can be used to enhance graphic communication of experiences and ideas
- know the effects of various visual structures (e.g. line, color, shape; principles such as repetition, rhythm, and balance)

2. Aesthetics

Dance

- know the critical elements that contribute to a dance (e.g. shape, pathways, rhythm, tempo, and quality of movement)
- know what the unique qualities of different dances are and the amount and type of modification required to transform one type of dance into another

Music

- understand the basic principles of meter, rhythm, tonality, intervals, chords, and harmonic progressions
- know criteria that affect the quality (e.g. use of elements to create unity, variety, and balance) and effectiveness of music performances

Theatre

- articulate the meanings constructed from one's own and others' dramatic performances
- understand the relationships among diverse contributions (playwrights, actors, designers, set crew, directors) to the collaborative totality of theatre

Visual Arts

- understand possible contemporary and historic meaning in specific artworks
- distinguish among multiple purposes for creating works of art

3. Appreciation

Dance

- know folk, social, and theatrical dances from a broad spectrum of 20th c. America
- know similarities and differences in steps and movement styles among folk dances and classical dances from various cultures

Music

- understand characteristics that cause various musical works to be considered exemplary
- understand roles of musicians (e.g. lead guitarist in a rock band, soloist in an opera, conductor in an orchestra) in performances of many genres in different cultures

Theatre

- understand similarities and differences among archetypal characters (e.g. the trickster, the villain, the warrior, the superhero, the damsel) in dramas from various cultures and historical eras
- understand how social concepts and themes such as cooperation, conflict, sympathy, and empathy are portrayed in theater

Visual Arts

- understand similarities and differences among artworks from various cultures and different historical eras (e.g. materials, visual, spatial, and temporal structures)
- understand how factors of time and place (e.g. climate, resources, ideas, technology) influence the visual characteristics that give meaning or function to a work of art

HEALTH AND PHYSICAL EDUCATION LEARNING STANDARD STATEMENTS

**No Delaware standards for Health and Physical Education were available for review, except for various Science standards.*

1. **Motor Skills**

Each student will use movement concepts and forms to develop motor skills.

2. **Physical Fitness**

Each student will participate in physical activities to maintain a healthy level of personal growth and physical fitness.

3. **Personal Health**

Each student will know how to develop and maintain individual health (physical, mental, and emotional), including injury prevention and safety, nutrition and diet, disease prevention, and substance abuse avoidance.

GRADE FOUR BENCHMARKS**1. Motor Skills**

- Use a variety of mature locomotor and non-locomotor movements and skills (e.g. running, bending, throwing, kicking, batting, passing a basketball)
- Use mature form, physical control, and appropriate sequence in combinations of movements and skills (e.g. running, stopping, changing direction, throwing, catching, and dribbling in basketball)

2. Physical Fitness

- Engage in activities that develop and maintain cardiorespiratory endurance (timed or distance walk/run)
- Engage in activities that develop and maintain muscular strength (push-ups, pull-ups, jump rope)
- Engage in activities that develop and maintain flexibility of the major joints (sit and reach, trunk twists, arm-shoulder stretches)
- Meet health-related fitness standards for appropriate level of a standardized test (e.g. aerobic capacity, body composition, muscle strength, endurance, and flexibility)
- Participate in moderate to vigorous physical activity in a variety of settings

3. Personal Health

- Identify and implement ways to manage stress
- Know characteristics needed to be a responsible friend and family member
- Know basic safety practices and first-aid procedures (choking, bleeding, minor burns, poisoning)
- Use healthy eating practices and make intelligent food choices
- Distinguish between helpful and harmful substances and understand the influences and pressures that contribute to substance abuse

GRADE EIGHT BENCHMARKS

1. Motor Skills

- Use intermediate sport-specific skills for individual, dual, and team sports
- Use intermediate sport-specific skills for dance and/or rhythmical activities
- Use intermediate sport-specific skills for outdoor activities

2. Physical Fitness

- Engage in more advanced activities that develop and maintain cardiorespiratory endurance
- Engage in more advanced activities that develop and maintain muscular strength (calisthenics, resistance and weight training)
- Engage in more advanced activities that develop and maintain flexibility of the major joints
- Meet health-related fitness standards for appropriate level of a standardized test (e.g. aerobic capacity, body composition, muscle strength, endurance, and flexibility)
- Know how to interpret the results of physical fitness assessments and use the information to develop individual fitness goals

3. Personal Health

- Identify situations that require intervention and involvement of professional health services
- Understand how family and peer relationships affect individual health
- Develop injury prevention and management strategies for a range of situations (e.g. first aid, CPR, fire, traffic accident)
- Understand how proper diet can reduce health risks (e.g. anemia, dental health, osteoporosis, heart disease, cancer)
- Know short and long-term consequences of the use of alcohol, tobacco, and other drugs

WORLD LANGUAGES LEARNING STANDARD STATEMENTS

1. **Conversation**

Each student will use the target language to engage in conversations, express feelings and emotions, and exchange opinions and information.

Delaware Foreign Language Standard 1 (Gr. K-12): Communication, 1.1, 1.2, 1.3

Delaware Foreign Language Standard 3(Gr. K-12): Connections, 3.2

Delaware Foreign Language Standard 5(Gr. K-12): Communities, 5.1

2. **Comprehension and Interpretation**

Each student will comprehend and interpret written and spoken language on diverse topics from diverse media.

Delaware Foreign Language Standard 4 (Gr. K-12): Comparisons, 4.1

Delaware Foreign Language Standard 1 (Gr. K-12): Communication, 1.1, 1.2, 1.3

3. **Presentation and Communication**

Each student will present information, concepts, and ideas to an audience of listeners or readers on a variety of topics.

Delaware Foreign Language Standard 1 (Gr. K-12): Communication, 1.1, 1.2, 1.3

Delaware Foreign Language Standard 2(Gr. K-12): Cultures, 2.2

Delaware Foreign Language Standard 3 (Gr. K-12): Connections, 3.2

4. **Cultural Understanding**

Each student will demonstrate knowledge and understanding of traditional ideas and perspectives, institutions, professions, literary and artistic expressions, and other components of the target culture.

Delaware Foreign Language Standard 2(Gr. K-12): Cultures, 2.1, 2.2

Delaware Foreign Language Standard 4 (Gr. K-12): Comparisons, 4.2

GRADE FOUR BENCHMARKS

1. Conversation

- Express likes, dislikes, and simple preferences in everyday situations
- Give and follow simple instructions
- Exchange information about general events, schedules, and transportation
- Use appropriate vocabulary, gestures, and expressions for common, familiar interactions (e.g. name, address, phone number)

2. Comprehension and Interpretation

- Understand the basic ideas of oral messages and short conversations based on familiar topics
- Understand principal message in highly-illustrated texts that use many words similar to native language
- Understand main ideas of appropriate folk tales, illustrated stories, and video programming
- Understand main ideas of brief written messages, and personal conversations
- Identify people, objects, and places in the environment based on oral and written descriptions

3. Presentation and Communication

- Present simple oral reports about family members, friends, and school and home activities
- Recite poetry, songs, proverbs, or short narratives that are common to schoolchildren of the target culture
- Write short, informal notes or messages that describe or provide familiar information about oneself and one's surroundings
- Present information about family, school events, friends, and celebrations via letters, e-mail, or audio and videotapes

4. Cultural Understanding

- Know simple patterns of behavior and interaction in various settings (e.g. home, school, community) and how these patterns compare to those in native culture
- Know age-appropriate practices in the target culture (e.g. games, songs, birthday celebrations, story telling)
- Know familiar utilitarian forms of the culture (e.g. toys, dress, foods, types of buildings) and how they compare to native culture
- Know basic expressive forms (e.g. children's songs, literature, types of artwork and graphic representations) enjoyed by the peer group in the target culture
- Identify professions in native culture that require proficiency in the target language

GRADE EIGHT BENCHMARKS

1. Conversation

- Use verbal and written exchanges to gather and share information and opinions
- Give and follow directions for travel and other complex tasks
- Plan events and activities with others
- Acquire goods and services through basic negotiations and exchange of currency
- Use vocabulary and cultural expressions to indicate an inability to understand a message or to request clarification or additional information

2. Comprehension and Interpretation

- Understand spoken announcements and messages from peers and familiar adults on familiar topics or topics of personal interest
- Use known language to make informed guesses about the meaning of longer, more complicated messages delivered orally and in writing
- Understand the main ideas, themes, principal characters, and significant details of appropriate literature
- Understand content of media presentations on topics of personal interest and content of primary sources on familiar topics (e.g. personal letters, advertisements)
- Recognize and understand non-verbal and verbal cues when listening to or observing a user of the target language

3. Presentation and Communication

- Present information (e.g. brief class reports, taped messages) on topics of shared personal interest in one's daily life
- Present cultural and literary works in the target language (e.g. stages short plays and skits, recites selected poems, performs songs)
- Summarize the plot and provides brief description of characters in selected literature
- Write notes or short letters to peers in the target culture on topics of shared personal interest in their everyday lives at home and at school
- Use repetition, rephrasing, gestures, and expressions from the target culture to assist in oral reports and presentations

4. Cultural Understanding

- Know and recognize patterns of behavior and interaction typical of one's age group (e.g. etiquette, telephone usage, sports)
- Know traditions and celebrations in the target culture and how these compare with the native culture (e.g. holidays, birthdays, festivals, recreational gatherings)
- Know a variety of utilitarian forms (e.g. educational system, transportation), their significance, and how these forms are integrated into the larger community
- Know a variety of expressive forms (e.g. popular music, artwork, clothing, architecture) and how they compare with the native culture
- Know how various community members use the target language in their work