DELAWARE DEPARTMENT OF EDUCATION

APPLICATION FORM FOR RENEWAL OF A CHARTER

OF A STATE APPROVED CHARTER SCHOOL

For Renewal Reviews to be Conducted in 2005-06

Providence Creek Academy Charter School
Name of School

Joan Messick
Name of the Head of the Board of Directors

195 Oliver Guessford Road, Townsend, Delaware 19734
Mailing Address of the Head of the Board of Directors

September 3, 2002
Initial Opening Date

(302) 659-3323
Telephone Number of the Head of the Board of Directors

K-8
Current Approved Grades for School

(302) 653-7850
Fax Number of Contact Person

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

First Renewal Year Enrollment	**669** Total Number	**K-8** School Year 2006-07
Second Renewal Year Enrollment	**669** Total Number	**K-8** School Year 2006-07
Third Renewal Year Enrollment	**669** Total Number	**K-8** School Year 2006-07
Fourth Renewal Year Enrollment	**669** Total Number	**K-8** School Year 2006-07
Fifth Renewal Year Enrollment	**669** Total Number	**K-8** School Year 2006-07

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

Enrollment Breakdown by Grades for the Proposed Charter Term

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

Proposed Enrollment for 2006-07

Grade	Number
K	72
1	72
2	75
3	75
4	75
5	75
6	75
7	75
8	75
Total Enrollment	669

Proposed Enrollment for 2007-08

Grade	Number
K	72
1	72
2	75
3	75
4	75
5	75
6	75
7	75
8	75
Total Enrollment	669

Proposed Enrollment for 2008-09

Grade	Number
K	72
1	72
2	75
3	75
4	75
5	75
6	75
7	75
8	75
Total Enrollment	669

Proposed Enrollment for 2009-10

Grade	Number
K	72
1	72
2	75
3	75
4	75
5	75
6	75
7	75
8	75
Total Enrollment	669

Proposed Enrollment for 2010-11

Grade	Number
K	72
1	72
2	75
3	75
4	75
5	75
6	75
7	75
8	75
Total Enrollment	669

Introduction

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

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

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

Instructions

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

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

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

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

APPLICATION NARRATIVE

Part 1: Demonstration of Success

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

Overview

The school was approved to open as the Charter School of Southern New Castle County in 2001. The opening was delayed until September 2002. In December 2001, the State Board of Education approved the request to modify the charter to change the location from New Castle County to Kent County and to change the name of the school to Providence Creek Academy Charter School.

Providence Creek Academy opened its doors in September 2002. Since the inception many changes have taken place. Within the first month of operation Providence Creek Academy Charter School released the management company of their responsibilities for the operation and management of Providence Creek Academy Charter School. From the decision to release the management company, to the present, Providence Creek Academy Charter School has overcome numerous obstacles to accomplish its mission.

Currently, PROVIDENCE CREEK ACADEMY CHARTER SCHOOL has an authorized enrollment of 664 students in grades K through 8. PROVIDENCE CREEK ACADEMY CHARTER SCHOOL is located in Clayton, Delaware on the historic grounds of St. Joseph's at Providence Creek. Providence Creek Academy strives to create a partnership with our parents and community, as both are a vital part of our success. We utilize the latest innovations in teaching with rigorous academic content, to stimulate the child's mind and instill a passion for learning. We use a proven combination of instructional techniques, such as project based learning, technology and an academic content with a strong emphasis on literacy. Our parents and community are involved through PCAS PTO, athletics, and the arts programs offered at PCAS. PCAS hosts Girl Scout and Boy Scout troops on site.

1. Applicant Qualifications

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

Joan Messick, President
195 Oliver Guessford Road
Townsend, DE 19734
302-659-3323
PCASrep18@aol.com

Jennifer L. Meekins, Member
1516 Holletts Corner Road
Clayton, DE 19938
302-653-4491
gwynhwyfyr@earthlink.net

Harold Horan, Member
115 E. Cook Ave.
Smyrna, DE 19977
302-653-6114
dmhoran@earthlink.com

Donna Arvay, Teacher Rep., Secretary
3697 Wheatleys Pond Road
Smyrna, DE 19977
302-242-5546
darvay@PCAS.k12.de.us

Dr. Charlie D. Wilson,
19 Harkins Dr.
Smyrna, DE 19977
302-659-3914
drcdwil@aol.com

Amy T. Santos, Member
415 West Street, P.O. Box 1025
Clayton DE, 19938
302-653-7775
akt120@yahoo.com

Gary F. Stulir, Parent Representative, Treasurer
320 South Delaware Street
Smyrna, DE 19977
302-653-9789
gstulir@aol.com

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

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

   Two members of our Board of Directors are university professors; Dr. Charlie Wilson, Associate, Delaware State University and Amy T. Santos, Assistant, West Chester University. Mrs. Santos assisted in the creation and writing of our existing curriculum. Both above named members work with researched-based curriculum and instructional strategies in their careers as professors. Mrs. Santos continues to assist our educational program with ongoing professional development for teachers in balanced literacy. Dr. Wilson works with our school in helping to provide additional curriculum resources. Dr. Wilson serves as the Content Area Coordinator for the Education unit at Delaware State University, has written a successful grant proposal on reform of science teacher preparation, and is a fellow of the Institute for Transforming Undergraduate Education at the University of Delaware.

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

   Mr. Harold Horan and Mr. Gary Stulir serve on the Finance Committee. Mr. Horan is a small-business owner and Mr. Stulir is the Chief Comptroller for the Town of Smyrna, Delaware. Mr. Stulir is a member of the Delaware Society of CPA's.

3. **Personnel management.**

   Mr. Harold Horan, local small business owner, manages 7 employees on a daily basis. Mrs. Joan Messick, as Administrative Secretary for the Master's and Commissioner's Unit of Family Court for the State of Delaware, daily oversaw the workflow of 10 secretaries and senior secretaries. Mr. Gary Stulir is the Human Resources Director of the Town of Smyrna.

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

   Mrs. Amy Santos has experience as a teacher for the Migrant Education Program, an instructor at the Jewish Community Center and teacher and coach at Reading High School in Reading, PA. In addition, Mrs. Santos is a literacy coach in the Philadelphia District through West Chester University. Mrs. Santos has taught graduate courses in teaching reading to culturally linguistically diverse students. Dr. Charlie Wilson, being a professor at Delaware State University works within a very diverse population of students and faculty on a daily basis. Dr. Wilson has extensive experience in outreach, student recruitment, and instruction. All board members participate in PCAS open houses. Ms. Donna Arvay is a teacher at PCAS and is familiar with and working within a diverse student population on a daily basis.

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

   Mrs. Joan Messick is involved in the PCAS student mentoring program, a program focused on providing mentoring support to the at-risk population students. Mrs. Jennifer Meekins is a parent of a child with autism and has participated in supporting parents with autistic children as well as been a participant working on educational legislative reform for support of families and children with autism. Ms. Donna Arvay supports and works with children eligible for special education in an inclusion setting on a daily basis at PCAS.

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

   Ms. Donna Arvay, a teacher at PCAS, Mrs. Amy Santos, and Dr. Charlie Wilson all work within an educational setting as teachers/professors. These board members understand school operations. Mr. Harold Horan, as a small business owner, manages his business facilities as well as being a member of the Facilities Committee at PCAS.

2. **Form of Organization**

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

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL, Incorporated
December 27, 1999 as The Charter School of Southern New Castle County and a restated certificate of incorporation was approved by the Board of Directors of the corporation in the manner required by ∫∫ 245 and ∫∫ 242 of the General Corporation Law of Delaware on October 24, 2002. Corporate officers: (See Appendix 2)

3. Mission, Goals and Educational Objectives

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

The vision of Providence Creek Academy Charter School (PCASCS) is to provide a dynamic educational experience for children to realize success in academics, athletics, and the arts. Academics at PCASCS is hands-on, child-centered, and aligned with the State of Delaware Standards as a minimum educational requirement with high expectations to exceed beyond the minimum. Parents enjoy an active and collaborative role in the effort to integrate foundational skills with a broad scope of diverse and global knowledge. Students are given the tools to promote lifelong learning and growth in a safe and supportive learning environment by highly qualified and effective educators. Additional support to students and the school is provided by working partnerships with support staff, specialists, administrators, parents, families, business members, and the school community.

Providence Creek Academy Charter School will serve students in grades K through 8. At all times PCASCS will promote high expectations as it strives to achieve and maintain the minimum school performance rating of "Commendable" as set forth by the requirements for public schools in the regulations adopted pursuant to Del. C., Title 14, Section 14. PCAS will demonstrate that its students are increasing in academic achievement as measured by the Delaware State Testing Program (DSTP) in each subject area at each grade required by the Department of Education. At the same time the school staff will promote models of high expectations for students and guide them in developing a plan to meet their academic, career, and personal needs. All students will be encouraged to earn a high school diploma and to continue their life long education beyond the completion of high school.

Providence Creek Academy Charter School will promote positive student behavior as related to academic success. Attendance percentages, behavior incidents, percentage of students re-enrolling for each new school year, staff reports and surveys, student surveys, and parent surveys will be used in the evaluation of academic success. Pre- and post-testing, as well as DSTP ratings and AYP statistics, will be an integral part of the evaluation process used for planning to meet the needs of students.

PCASCS has identified the following goals which are consistent with the legislative intent of 14 Delaware Code, Section 501:

1. The school will develop, implement, and monitor a K-8 curriculum that will enable students to meet or exceed state standards.
2. The school will implement a technology plan that addresses student learning, staff development, and data management.
3. The school will provide students and staff with a safe, orderly, welcoming, and drug-free environment that is conducive to learning and working.
4. The school will develop and implement an accountability plan that is based on academic achievement.
5. The school will develop a parent/community/school partnership that promotes a positive relationship focused on learning and open communication among all stakeholders.

6. The school will implement strategies to recruit, train, and retain an adequate supply of instructional and non-instructional staff who are able to fully support all state and school level objectives as measured by evaluative performance standards.

For educational objectives, (See Appendix 3a and 6a).

PCASCS adheres to the guidelines of 14 Delaware Code, Section 506 on State Law, Regulations and Board Policy in relationship to religion, tuition, discrimination, student admissions, enrollment preference, minimum enrollment, parent enrollment confirmation, and financial viability.

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

PCASCS has used newspaper advertisement, radio advertisement, direct mailing and open houses to recruit students. This process was used in the beginning of the charter and as PCASCS matures, the only method of advertisement is word of mouth, open houses, and newspaper advertisements (See Appendix 3b)

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

All preferences regarding siblings and children of persons employed on a permanent basis are as prescribed in Delaware School Law Title 14, Chapter 5, Section 506 (b).

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

Not applicable

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

PCASCS has a Board of Directors approved lottery enrollment policy dated July 16, 2003 (See Appendix 3e).

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

Annual Board/Administration Retreat and monthly Board Updates from the Directors of Curriculum, Fine Arts, the Principal and the Managing Director are the means by which the Board of Directors ensures that the school is meeting its stated educational mission and objectives. Included in the above are detailed briefings of financial status, implementation/evaluation of curriculum, educator professional development, program development and assessment data.

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

In order to comply with 14 Delaware Code, Section 506 (c) PCASCS internally confirms reenrollment of current students by having the parents/guardian sign an intent to reenroll. PCASCS complies with 14 Delaware Code Section 506 (d) by sending each district superintendent a letter with Appendix informing them of student intent to enroll in PCASCS. This communication occurs on or before April 1 of each year via email followed by a hard copy of a District Form 4 complete for students in their district. To insure student enrollment for one full year, student data is maintained on eSchoolPLUS with enrollment dates. Prior to records release, data is reviewed to identify time period of attendance. If enrollment is for less than one year, parent must provide "good cause" or the Board of Directors of PCASCS and the Board of the receiving district must reach agreement which is consistent with the definition of "good cause".

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

In order to comply with 14 Delaware Code, Section 506 (c) PCASCS internally confirms reenrollment of current students by having the parents/guardian sign an intent to reenroll. Compliance with 14 Delaware Code Section 506 (d) is performed by sending each district superintendent a letter with attachment informing them of student intent to enroll in PCASCS. This communication occurs on or before April 1 of each year via email followed by a hard copy of a District Form 4 completed for students in their district.

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

Per PCASCS Board Enrollment Policy:

A written statement signed by the parent or guardian of the enrolled student confirming:

i. The parent or guardian intends to and will enroll that child at the charter school for the upcoming year; and
ii. Acknowledging that the child will attend the charter school for at least one year.

All statements will be kept on file in the main school office.

(See Appendix 3i).

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

Yes, (See Appendix 3j).

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

School will accept applications on a continuous basis and will follow the guidelines as outlined in Board Policy and 14 Delaware Code, Chapter 5, Section 506 (See Appendix 3k)

4. Goals for Student Performance

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

For copy of current signed Performance Agreement, (See Appendix 4a).

Condition I: Providence Creek Academy Charter School, Inc. has attained the rating of "Superior" for two consecutive years: 2004 and 2005.

Condition II: Providence Creek Academy has demonstrated that its students are increasing in academic achievement as measured by the state assessment (DSTP). However, due to relieving Chancellor Beacon Management Company of its responsibilities, Providence Creek Academy Charter School is unable to measure student performance on those learning standards in the core subjects of the Beacon Light points Curriculum©. In addition, the agreement to administer the SAT 9 biannually was void. As a means of assessing overall performance, PCASCS has implemented DIBELS testing in reading, and participates in the NAPE testing. Other Academic Indicators have been submitted to the Department of Education to assist in monitoring student achievement. PCASCS did not achieve Target C: scores at least at the State average in each subject assessed on the DSTP but increases in achievement levels were made. PCASCS provides tuition free summer school.

Condition III: Due to the obstacles encountered during the last three years, PCASCS has maintained an enrollment of approximately 95% of our target enrollment.

Condition IV: PCASCS requires Parents/Guardians to attend two conferences during the school year. Conferences are set up for first marking period and third marking period. Teachers maintain copies of schedules and attendance at these conferences. Annually, a survey of parents of students who attend Providence Creek Academy Charter School will be conducted. 88% of parents of enrolled students that returned the survey indicated overall satisfaction with Providence Creek Academy Charter School's administration and educational program. Data was collected from Providence Creek Academy's satisfaction survey. While overall satisfaction with Providence Creek Academy met the objective, communication was identified an area in need of improvement.

5. Evaluating Student Performance

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

Student evaluation information is used to improve student performance by taking corrective action when students do not meet performance expectations as well as when the overwhelming majority of students meet or exceed minimum standards. In the latter case, consistent high scoring is an indication that content material may not be developmentally

challenging or grade appropriate. Differentiated instruction is utilized to challenge students to achieve a higher level than was previously achieved. By utilizing instructional theories such as Vygotzky's Zone of Proximal Development, teachers teach at a level higher than students' actual functioning level, thus stimulating growth and achievement.

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

When students do not meet performance expectations the following corrective actions are taken

1. Mandatory Summer School enrollment
2. Implementation of an Individual Improvement Plan, or IIP
3. After school instruction
4. After school tutoring program
5. Extended Year Program for Special Education Students
6. Consistent monthly implementation of writing prompts in ELA, Math, Social Studies, and Science
7. Implementation of DSTP Preparation Resource Materials in Math
8. OAI Packets: When evaluation information reveals that student performance is below statewide achievement levels, indicated by scores of 1 or 2 on the DSTP test, student retention or promotion is determined through other academic indicators. These other academic indicators reveal individual student performance over the span of a year based on pre-selected indicators of student progress. This "portfolio" is approved by the DDOE. Other Academic Indicators are submitted to the DDOE Assessment and Accountability branch and are updated yearly as approved when resources and materials are added or replaced.

6. Educational Program

a) Provide the scope and sequence of the school's curriculum, including the major units of instruction covered in each content area in each grade in which the school provides instruction. The educational program must include provisions for extra instructional time for at risk students, summer school and other services pursuant to 14 Delaware Code, Section 153. If the school includes secondary grades, the following must be provided:

The scope and sequence of the PCASCS curriculum including the major units of instruction covered in each content area in each grade in which PCASCS provides instruction is found in (See Appendix 6a).

The PCAS educational program includes provisions for extra instructional time for at-risk students, summer school and other services pursuant to 14 Delaware Code, Section 153 (d)(1), (d)(1)a., (d)(1)b.,(d)(1)c., (d)(2), (d)(2)a., (d)(2)b., (d)(2)c., (d)(2)d., (d)(3)a., (d)(3)b., (d)(3)c., (d)(4), (d)(4)a., (d)(4)b.,(d)(4)c., (d)(4)d., (d)(5), (d)(6), (d)(7), (d)(8), (d)(9), (d)(10), (d)(11), (d)(12), (e)(1), (e)(2), (f), (g), (h), & (i).

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

(See Appendix 6a).

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

Instructional strategies are designed to meet all grade level performance indicators. Instructional strategies include differentiated instruction, lecture, authentic assessment; project based learning, inquiry-based projects, educational fieldtrips.

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

Teachers differentiate instruction by incorporating learning centers and a balanced approach to literacy (Four Blocks Method). Within differentiated instruction, teachers may use direct instruction (lecture) and group work as a part of the instructional process. This pedagogy enhances student learning by meeting the auditory, kinesthetic, and visual learning styles of all students through varied instructional strategies.

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

Curriculum approaches are consistent with the assessment strategies because assessment is ongoing. Authentic assessment drives instructional practice. That is, teachers first determine the tasks that students will perform to demonstrate their mastery, and then instructional strategies are developed and implemented that will enable students to perform those tasks well, which would include the acquisition of essential knowledge and skills.

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

Student achievement improved a total of 13.39%, at Providence Creek Academy. Even though scores are below the state average, PCASCS has continued to make gains in achievement. (See Appendix 6f).

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

The school calendar consists of 1342.5 instructional hours per year. The instructional day begins at 8:00 A. M. and ends at 3:30 P. M. for students and 7:45 A. M. to 3:45 P. M. for staff. (See Appendix 6g).

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

The 2005-2006 teacher/student ratio is anticipated to be 1:17. The teacher/student ratio at PCASCS for the 2004-2005 school year was 1:17.2. During the 2003-2004 school year the teacher/student ratio was 1:18.7. The teacher/student ratio for the 2002-2003 school year was 1:16.6.

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

Teachers have various opportunities for professional development. Professional development days are included in the school calendar and planned with the Director of Curriculum, Content Area Specialists and other members of the Administrative Team. Included are opportunities such as mentor observations, workshops (4 Blocks, 6+1 Traits, make and take, technology, guest speakers on best practices, etc.) and school/team planning sessions. Teachers also participate in

workshops during the statewide professional day, and Delaware Science Coalition kit training throughout the year. Board of Directors, administration and staff retreats are planned for as part of stakeholder's professional development.

7. Students with Special Needs

Describe how the school complies with the following requirements:

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

Providence Creek Academy Charter School is an inclusive school providing instruction to students eligible for services under the Individuals with Disabilities Education Act (IDEA) in the general education classroom. Special and Regular educators collaborate to meet the needs of identified students, with support of Para-professionals. PCASCS supports the placement of students in the least restrictive environment with required services to insure achievement in the core academic subjects of Mathematics, Science, Language Arts, and Social Studies. Since opening PCASCS has implemented pull-out programs for the academic areas of reading and math for students identified to need small group instruction. DSTP scores indicate improvement when placement with services is in the general education setting. Public funds generated are used to hire educators and Para-professionals to meet individual education program goals and objectives in the least restrictive environment.

Students receive services based upon individual education plans. Documentation required under IDEA is maintained including but not limited to: psychological reports, evaluation reports, current and past IEP's. PCASCS has been found in compliance during audit and compliance monitoring since opening in September 2002. Services of speech therapist, school psychologist, occupational therapist, and others as needed are contracted through local companies. Currently, we have all contracts filled with the exception of speech therapist. Parents/Guardians of children requiring speech services have been told of the shortage and PCASCS has agreed to pay for services they obtain while we continue our search for a therapist. Re-evaluations are conducted triennially.

Providence Creek Academy Charter School encourages child study teams. This Child Study Team (CST) is linked to a school improvement process established in Providence Creek Academy Charter School. It is a general education function that brings teachers into the problem solving process and supports them during implementation of practical, classroom-based strategies. It provides teachers with a forum to address strategies; it also assists them in the planning, implementation, evaluation, and documentation of accommodations in teaching, learning and assessment. This assists them to support an individual student within the context of the classroom. The Child Study Team (CST) offers opportunities for job embedded professional development for team members as well as for teachers requesting support.

Research and practice in the areas of Functional Behavioral Assessment and Positive Behavioral Supports indicates that the school and classroom environments created by adults are the major factor in the development of student's behaviors which enhance their social emotional and academic learning. The Providence Creek Academy Charter School employs/contracts with other agencies, to meet the ever-increasing requests for professional development in this area. In addition, PCAS has worked with the University of Delaware and West Chester University to

workshops during the statewide professional day, and Delaware Science Coalition kit training throughout the year. Board of Directors, administration and staff retreats are planned for as part of stakeholder's professional development.

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Research and practice in the areas of Functional Behavioral Assessment and Positive Behavioral Supports indicates that the school and classroom environments created by adults are the major factor in the development of student's behaviors which enhance their social emotional and academic learning. The Providence Creek Academy Charter School employs/contracts with other agencies, to meet the ever-increasing requests for professional development in this area. In addition, PCAS has worked with the University of Delaware and West Chester University to

provide effective staff development opportunities for all teachers and staff which build a school wide community with the goal of reducing social barriers and increasing meaningful connections among all students. In this context community begins with the community in the classroom, and expands school wide and beyond.

Accommodations, following the IDEA guidelines, provided in the special and/or regular education setting, and support from Special Education teachers and Para-professionals has allowed Providence Creek Academy Charter School's special education population to continue to raise their levels of achievement in the core academic subjects of Mathematics, Science, Language Arts, and Social Studies. The inclusive model we use also allows for positive interaction with peers and improvement in social skills. A copy of supporting data is available upon request.

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

PCASCS ensures that students with disabilities have meaningful opportunities to participate in all aspects of school on an equal basis with students without disabilities. Because no federal funding accompanies a 504 Plan, PCASCS uses a 504 Plan only for accommodations, modifications, (not for specialized instruction, related services, etc.) If a child needs those, another process begins. Teachers are legally responsible to implement the accommodation/strategies on the 504 plan. Teachers are advised to maintain regular and consistent documentation to display that they have attempted to implement the plan. The Managing Director is PCASCS's 504 Coordinator and works in conjunction with the Special Education Coordinator to coordinate services.

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

PCASCS has approved the following policies:

Student/Student Relations Discrimination and Intimidation

A. The Providence Creek Academy Charter School Inc. believes that students have the right to be educated in an environment free of discrimination and intimidation that promotes mutual respect and acceptance among the students regardless of age, gender, race, ethnicity, religious belief, physical ability and perceived difference. Students should be expected to treat each other with respect and should not be subjected to or subject other students to demeaning remarks, whether discriminatory and/or intimidating statements and/or actions.
B. The Providence Creek Academy Charter School Inc. believes those students' acts of discrimination and/or intimidation should not be tolerated. Proven acts of discriminatory practices will result in disciplinary action.

Principles Concerning Racial Imbalance

A. The Providence Creek Academy Charter School Inc. believes maintenance of racially imbalanced schools is in contravention of the law and public policy of the State of Delaware.
B. The Providence Creek Academy Charter School Inc. believes state and local officials

have an affirmative obligation to eliminate or prevent racial imbalance, consistent with sound educational considerations.

Equal Employment Opportunity/Nondiscrimination

The Providence Creek Academy Charter School Inc. believes that equal employment opportunities in the school should be available to persons without regard to race, creed, color, national origin, ancestry, age, marital status, affection or sexual orientation, genetic information, sex, or atypical hereditary cellular or blood trait of any individual or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.

d) Title IX of the Education amendments of 1972.

PCASCS has Board of Director's approved policies on:

Student/Student Relations Discrimination and Intimidation

C. The Providence Creek Academy Charter School Inc. believes that students have the right to be educated in an environment free of discrimination and intimidation that promotes mutual respect and acceptance among the students regardless of age, gender, race, ethnicity, religious belief, physical ability and perceived difference. Students should be expected to treat each other with respect and should not be subjected to or subject other students to demeaning remarks, whether discriminatory and/or intimidating statements and/or actions.
D. The Providence Creek Academy Charter School Inc. believes those students' acts of discrimination and/or intimidation should not be tolerated. Proven acts of discriminatory practices will result in disciplinary action.

Principles Concerning Racial Imbalance

C. The Providence Creek Academy Charter School Inc. believes maintenance of racially imbalanced schools is in contravention of the law and public policy of the State of Delaware.
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8. Economic Viability

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

PCASCS has created a competitive atmosphere in the surrounding school districts. PCASCS has created programs, policies and procedures that implement the philosophy of the three A's: Academics, Athletics and the Arts. All our students are provided with project based, hands on educational opportunities. Programs consisting of Spanish in K-6 and Introduction to Latin in 7-8th grade offer an option that is not available in the traditional public school system. PCASCS's unique campus allows students to have onsite fieldtrips to natural wetlands, discover the wonders of tapping a maple tree, archeological digs, GIS opportunities, and other authentic learning experiences. These unique opportunities improve public education as a whole because we take the lead in implementing the use of available natural resources as an extension of the classroom. Therefore, both traditional and charter schools will have an example of positive best practices.

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

PCASCS shares educational practices with other Delaware educators by being active participants in The Delaware Charter School Network, DIAA, Curriculum Cadre, Integrate, Delaware Science Coalition, and other professional organizations.

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

2002-2003	28.4
2003-2004	36.7
2004-2005	36

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

Dr. Suzanne Donovan, Principal — Chancellor Beacon Academies
Jan. 02/Sept.02

Mr. Charles E. Taylor, Managing Director — St. Joseph's at Providence Creek
Apr.03/June 05
Employed by PCASCS June 05/Present

Mr. James Gilliland, Director of Finance — St. Joseph's at Providence Creek
Dec. 02/July 04

Mr. Barry Meekins, Legal Counsel — St. Joseph's at Providence Creek
Sept. 03/June 05
Employed by PCASCS June 05/Present

Mrs. Sandra Marsh, Food Nutrition Manager Providence Creek Services, LLC
Aug. 03/Jan. 04
Employed by PCASCS Aug. 02/Aug. 03, Jan. 04/Present

d) Identify which teachers are Highly Qualified.

Name	Position		TQ Index
Arvay, Donna	Teacher, Elementary	General	Highly Qualified
Creasy, Lydia	Teacher, Elementary	General	Highly Qualified
Mears, Jill	Teacher, Elementary	General	Highly Qualified
Pinder, Jamie	Teacher, Elementary	General	Highly Qualified

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

Providence Creek Academy Charter School, Inc. occupies approximately 55,000 square feet of building space under the provisions of a lease between Providence Creek Academy Charter School, Inc. and St. Josephs at Providence Creek. Currently, we use the Drexel Campus center, the Art Place, the Library, St. Michael's Hall, and Morrell Hall.

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

It would be the intent of Providence Creek Academy Charter School, Inc. to designate St. Josephs at Providence Creek as the qualifying 501c3 corporation in receiving its interests.

g) Describe how the school provides transportation to its students.

PCASCS has a contract with Providence Creek Services, LLC to provide transportation for the students. Buses routes lie within a twenty-mile radius of the school. (See Appendix 8g)

h) How are special needs students transported?

Special needs students are included in the same bus routes as an unidentified child.

i) Describe how meals are provided for students.

PCASCS has a Child Nutrition manager who manages the food service program at PCASCS. Breakfast and lunch are provided in accordance with the School Lunch and Breakfast Program through the Delaware Department of Education. Additional workers are employed through a contract with Providence Creek Services, LLC. (See Appendix 8i)

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

PCASCS adheres to the Federal free and reduced lunch program by participating in the DDOE Free and Reduced Lunch Program. We apply on a yearly basis and must comply with all guidelines and mandates. We submit our reimbursement claims as required. Meal benefit forms are sent home with a letter to Parents/Guardians to apply for free or reduced meals. Meal benefit forms are also available at the main office of the school. The program is administered by the Food Nutrition Manager.

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

Company	Purpose	Status
Providence Creek Services, L. L. C.	Transportation	Current
Providence Creek Services, L. L. C.	Food Service	Current
Providence Creek Services, L. L. C.	Rent	Current
Kid's Couch, Inc.	Psychologist	Current
Delaware Curative, Inc.	Speech Therapist	Pending
Delaware Curative, Inc.	Occupational Therapist	Current
Pitney Bowes, Inc.	Postage Meter/Scale	Complete
Ricoh	Copier/Fax	Complete
Clayton Building Services	Janitorial Services	Current
Gateway	Computers	Complete
Vend Leasing	Kitchen Equipment	Complete
Lehigh Capital Access, Inc.	Textbooks	Complete
Leasing Innovation, Inc.	Textbooks	Complete
Pratt Insurance, Inc.	Insurance	Current
G.E. Capital	Computers	Current
Dr. Craig Porterfield	Psychologist	Current

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

Note: State and local revenue estimates may be obtained from the Education Associate for School Accounts at the Delaware Department of Education (302) 739-4664. Estimates are

based on information which the applicant provides regarding the numbers of students anticipated at each grade, the numbers of students anticipated from various districts, the anticipated special education classifications of enrolling students, and the qualifications of teachers hired by the school. These revenue estimates must be viewed with caution since the assumptions upon which the applicant may have based them may change once students actually enroll and staff is hired.

The applicant must attach as an appendix, a copy of the original budget revenue estimate from the Department of Education to verify the figures on which the proposed budget has been based.
(See Appendix 8a).

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

Other sources of funds are:

Federal Consolidated Grant
IDEA Part B/Preschool
Walk to School Grant
Clayton Century Club
Rural Education Achievement Program Grant
IASI Grant – After school classes, fieldtrips and Career Camp
Learn and Serve Grant
ACES – All Children Exercising Together
School Health Leadership
Morgan Stanley Grant for the Arts
MBNA Mini Grants
Donations
Before/After School Program
LEAP – Learning Enrichment After School Program
Fine Arts Program
Ballet Program
Athletic Fees
PTO

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

All but one account at PCASCS are processed through the school's DFMS accounts. The Fine Arts account is located at PNC Bank.

Account	Location	Balance as of 9/27/05
Fine Arts	PNC Bank	$366.91

n) **If the school is managed by an outside group(s), describe the financial arrangements made between the Board of Directors and this group(s)? List the management fee paid to the outside group each year during the current charter period What specific services does that group(s) provide each year and what are the costs of each of those services?**

Providence Creek Academy Charter School is currently self-managed. During the Charter period, Chancellor Beacon Academies was paid $57,744.17 until termination in December 2002.

o) **If public funds remain at the end of a fiscal year, what is the disposition of those funds?**

In the event there are surplus funds at the end of a fiscal year, Providence Creek Academy Charter School carries over the remaining balance in an effort to build cash reserves to accumulate funds to enable the school to meet payroll from the previous fiscal year. The Board of Directors may vote to move those accumulated funds into another category in the budget if there is a shortfall.

9. Administrative and Financial Operations

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

Providence Creek Academy has hired a Business Manager, Bill Bentz. Managing Director, Charles Taylor works in conjunction with Mr. Bentz. Debra Doyle is the Business Office Assistant completing accounting, payroll, purchasing, compensation, retirement, and benefits in the State of Delaware systems. Dianna L. Cunningham is the back up for Mrs. Doyle. Providence Creek Academy Board of Directors maintains a standing committee to review, approve, regulate, and implement operations which would include accounting, payroll, purchasing, compensation, retirement, and benefits.

b) **What are the roles and responsibilities of the Board of Directors? What specific actions does the Board of Directors take to ensure oversight of the school?**

The role of the Board of Directors is to provide leadership, vision and direction for PCAS. The Board of Directors meets on a minimum of a monthly basis to ensure their governance responsibilities are met, which would include fiduciary, personnel, and educational goals and achievement.

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

Board members are recruited via advertisement in the three weekly papers available in our community. Postings are also placed throughout our building, in our monthly newsletter, and on our website. They are interviewed by the current Board of Directors and responsibilities are communicated at the time they are offered the position.

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

PCASCS is managed by its Board of Directors. The Board of Directors has created an Administrative team consisting of a Managing Director, Principal, Director of Curriculum, and Director of Fine Arts. This team manages the day-to-day operations of the school and makes recommendations to the Board of Directors. (See Appendix 9d)

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

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

1. **A complete list of all other schools with which the outside group has contracted and the locations of those schools.**

   N/A
2. **A list of any schools the outside group has managed but is no longer managing.**

   N/A
3. **A complete list of all past and any pending litigation against that group or submit a statement that there has been none and that none is pending.**

(See Appendix 9d3).

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

Teachers are involved in decision-making at the school through active committees that meet on a monthly basis. The committees are as follows: Staff-Activity Committee, Discipline Committee, Character Development Committee, Technology Committee, School Health Leadership Committee, School Improvement Committee, Scheduling Committee and the Child Study Team. Parents are involved in decision-making at the school through parent forums, the Parent Teacher Organization, employment interview committee, and board committees consisting of code of conduct, finance, and facilities. There are both a teacher and parent representative to the Board of Directors.

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

All current teachers are notified of their upcoming year's employment on or before May 30. Hiring of all staff is an ongoing process. All staff employment is subject to approval by the Board of Directors. (See Appendix 9h).

g) How has the school recruit Delaware certified teachers?

PCASCS administration and staff have attended Delaware job fairs offered by the University of Delaware, Pennsylvania State University, Delaware State University and Wesley College. In addition, PCASCS participates in the Fort Washington Teacher Expo in the spring of each year which attracts thousands of new teachers. The PCASCS website is updated as needed in conjunction with newspaper advertisements.

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

(See Appendix 9h).

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

For teachers who possess an initial Delaware Certification, PCAS implements the DPAS I Evaluation System. For all other teachers we combine the DPAS I with Charlotte Danielson's Performance Appraisal System which closely mirrors the DPAS II Pathwise Framework Series. Danielson's Framework includes informal and formal observation, professional portfolio, and personal professional goals based on four domains: Planning and Preparation, The Classroom Environment, Instruction and Professional Responsibilities. (See Appendix 9i)

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

Families enroll their children by choice. Accountability to the parents is determined on re-enrollment. In addition to parental involvement (9e above), PCASCS, Inc., is subject to the voluntary enrollment of the student population.

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

PCASCS has Board of Directors approved policies that dictate financial control and procedures. A standing finance committee of the Board of Directors meets on a monthly basis to review and make recommendations to the Board of Directors. (See Appendix 9k)

10. Insurance

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

(See Appendix 10)

11. Student Discipline and Attendance

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

(See Appendix 11)

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

The Student Handbook is available online at www.providencecreekacademy.org where parents may access it at any time. On the first day of school, all students are given a copy of the Student/Parent Handbook.

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

PCASCS has a Code of Conduct committee which is a standing committee of the Board of Directors. This committee reviews and makes recommendations for changes in the Student Code of Conduct as necessary. Changes are then acted upon by the Board of Directors. Inappropriate behavior is first reported to the parent by the classroom teacher if categorized as Level 1 or 2. If the inappropriate behavior is in Level 3 an administrator contacts the parent. If the incident is reportable to the DDOE, it is reported through the data management system ESchoolPLUS. When necessary, the Clayton Police Department is called to handle more severe behavior. Special education students follow the school code of conduct unless noted in their IEP. If a special education student is involved in inappropriate behavior that leads to prolonged suspension or expulsion, a manifestation determination meeting is held to decide if the behavior was a manifestation of the disability. Least Restrictive Environment and appropriate placement are also determined.

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

PCASCS attends yearly meetings facilitated by DDOE on reporting regulations. The local police department is contacted, and records are updated in eSchoolPLUS. PCASCS Board Policy further dictates requirements for reporting of criminal activity. (See Appendix 11c)

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

PCASCS has an attendance policy approved by its Board of Directors. The policy is included in the student handbook which is distributed to students and staff at the beginning of each school year. (See Appendix 11d).

12. Health and Safety

a) **What procedures are used to ensure the health and safety of the school's students, staff, and guests? What staff (e.g. nurse) have been hired or contracted to ensure that these responsibilities are handled in a satisfactory manner:**

1. **Ensuring that students have physical examinations prior to enrollment.**

   New students receive an information welcome packet in the summer prior to enrollment which contains:

   a. Physical form
   b. Emergency medical card
   c. Lunch menu/meal benefits form
   d. Dress code
   e. School calendar

2. **Administering medications and medical treatments, including first aid.**

   The School Nurse is responsible for administering medications and medical treatments, including first aid to staff, students, and guests.

3. **Monitoring student health and maintaining health records.**

   Teachers are required to daily monitor student health. The school nurse also is required to monitor student health and maintain health records. The student health records are secured and maintained in the nurse's office.

4. **Ensuring that immunizations and TB screenings are conducted.**

   Immunization records and TB Screening information are included in the student health form which all students receive prior to enrollment. Students are required to have all immunizations up to date no later than two weeks after the school year begins. Admission staff and school Nurse ensure compliance

5. **Serving on IEP teams when medical treatment is required.**

   The school nurse is required to serve on the IEP team when focusing on a student for whom medical treatment is required.

6. **Screening for health problems (vision, hearing, orthopedic, etc.).**

   All students are screened for posture and gait in grades five through eight by the school nurse and PE/Health department. Students in grades K, 2, 4, and 7 are screened every year by October 1 for vision and hearing. Height and weight screening includes all grade levels and is screened by the PE/Health department.

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

   Delaware State Police criminal background check is required as a condition of employment.

13. Student and School Data

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

Providence Creek Academy adheres to P.L. 98-380. The PCASCS Board of Directors ensures the requirement is met through Board approved policy and internal control. (See Appendix 13a)

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

PCASCS uses eSchoolPLUS which is a web-based data management system. Documents and reports are also sent electronically, mailed USPS, or hand delivered.

14. Certification of Payments to Management Companies

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

Providence Creek Academy terminated the management agreement with Beacon Education Management in December of 2002.

Part II: Plan for the Proposed Charter Renewal Period

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

Specific Areas to Address

Address each of the following areas:

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

Describe any changes planned for the renewal period related to:

1. **The management structure of the school and the division of responsibility between the staff and the Board of Directors.**

   The Board of Directors, in collaboration with the Administration, has developed an organization chart which details responsibility. The Board and Administration continually monitor the efficacy of the School. (See Appendix part II a1).

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

   N/A

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

   The Providence Creek Academy Charter School, Inc. is required to uphold all laws and regulations by the very nature of its Charter. The responsibility of the Board of Directors is to employ staff that is qualified to operate the School and comply with the Laws of the State of Delaware. The Board of Directors meets on a monthly basis and receives updates on the progress of the School. The Delaware Department of Education provides oversight to Providence Creek Academy and monitors the School's progress as required in Regulation 275, Section 4.1., 4.1.1 thru 4.1.3.3.

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

   There are no planned changes at the present time.

b) Educational Program (Regulation 275, Section 4.3)

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

   There are no changes planned for the upcoming renewal period. However, the curriculum is under continual review by the Director of Curriculum, the Principal, the various school committees, the Board of Directors and the Department of Education.

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

   Providence Creek Academy Charter School will continue to be an inclusive school providing instruction to students eligible for services under IDEA in the general education classroom. Special and Regular educators will collaborate to meet the needs of identified students, with support of Para-professionals. PCASCS supports the placement of students in the least restrictive environment with required services to insure achievement in the core academic subjects of Mathematics, Science, Language Arts, and Social Studies. PCASCS will continue to implement pull-out programs for the academic areas of reading and math for students identified as needing small group instruction. DSTP scores will indicate improvement when placement with services is in the general education setting. Public funds generated will be used to hire educators and Para-professionals to meet individual education program goals and objectives in the least restrictive environment.

   Students will receive services based upon individual education plans. Documentation required under IDEA will continue to be maintained including but not limited to: psychological reports, evaluation reports, and current and past IEP's. PCASCS will continue to strive to be in compliance during audit and compliance monitoring. Services of a speech therapist, school psychologist, occupational therapist, and others as needed are contracted through local companies. Re-evaluations will be conducted triennially.

   Providence Creek Academy Charter School will continue to encourage child study teams. This Child Study Team (CST) is linked to a school improvement process established in Providence Creek Academy Charter School. It is a general education function that brings teachers into the problem solving process and supports them during implementation of practical, classroom-based strategies. It will provide teachers with a forum to address strategies; it also assists them in the planning, implementation, evaluation, and documentation of accommodations in teaching, learning and assessment. This assists them to support an individual student within the context of the classroom. The Child Study Team will continue to offer opportunities for job embedded professional development for team members as well as for teachers requesting support.

   Research and practice in the areas of Functional Behavioral Assessment and Positive Behavioral Supports indicates that the school and classroom environments created by adults are the major factor in the development of student's behaviors which continue to enhance their social emotional and academic learning. The Providence Creek Academy Charter School employs/contracts with other agencies, to continue to meet the ever-increasing requests for professional development in this area. In addition, PCAS will continue to work with local and regional universities to provide effective staff development opportunities for

all teachers and staff which build a school wide community with the goal of reducing social barriers and increasing meaningful connections among all students. In this context community begins with the community in the classroom, and expands school wide and beyond.

Accommodations, following the IDEA guidelines, continually provided in the special and/or regular education setting, and support from Special Education teachers and Para-professionals will allow Providence Creek Academy Charter School's special education population to continue to raise their levels of achievement in the core academic subjects of Mathematics, Science, Language Arts, and Social Studies. The inclusive model we use also allows for positive interaction with peers and improvement in social skills. A copy of supporting data is available upon request.

c) Student Performance (Regulation 275, Section 4.2)

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

   See the Charter School Performance Agreement (See Appendix Part II c1).

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

   See Charter School Performance Agreement (See Appendix Part II c1).

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

See Charter School Performance Agreement II in Appendix Part II c)1. In addition, the PCAS educational program includes provisions for extra instructional time for at-risk students, summer school and other services pursuant to 14 Delaware Code, Section 153 (d)(1), (d)(1)a., (d)(1)b.,(d)(1)c., (d)(2), (d)(2)a., (d)(2)b., (d)(2)c., (d)(2)d., (d)(3)a., (d)(3)b., (d)(3)c., (d)(4), (d)(4)a., (d)(4)b.,(d)(4)c., (d)(4)d., (d)(5), (d)(6), (d)(7), (d)(8), (d)(9), (d)(10), (d)(11), (d)(12), (e)(1), (e)(2), (f), (g), (h), & (i).

d) Economic Viability (Regulation 275, Section 4.4)

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

   Providence Creek Academy Charter School in conjunction with the Board Finance Committee has incorporated Board Policy to ensure constant reporting of the financial conditions. The Board also has embedded checks and balances into the policies. In addition, the annual audit and the oversight of the Department of Education ensure compliance.

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

   (See Appendix Part II d2).

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

   The School currently has a five year transportation contract with Providence Creek Services, LLC. The contract will expire in August of 2007. Providence Creek Academy Charter School will advertise for bids 6 months prior to the expiration of the current contract. During the summer months, the transportation plan for students changes due to the location of each student. The Administration works with and will continue to work with the Bus Contractor to ensure student transportation is provided.

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

   PCASCS Inc. intends to occupy its current facilities during the charter renewal period. PCASCS contends it has an ownership interest in the current facility and this issue is presently being litigated in the Delaware Court of Chancery. The current initial lease terms expire on September 1, 2007, for a five year renewal period. In the event PCASCS's claim of ownership is not successful, it intends to exercise its option and remain at its present facility until 2012.

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

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

   There is a possibility of change in the school student dress code. Review of current policies is an ongoing process as PCAS continually strives to improve its program. The Student/Parent Handbook is distributed to all students on the first day of school each school year and is available online.

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

   There are no planned changes in the school's attendance policy, as PCAS follows the State of Delaware student attendance policy.

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

   PCAS uses the Clayton police department to report any suspicious behavior or crimes. Incidences that are required to be reported to the DOE are then entered into the database management system ESchoolPLUS.

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

   PCAS provides an on-site school nurse to assist in providing for health services of students, employees, and guests. All buildings on the school site are required to have all doors locked from the outside, with the exception of one entrance and exit (the front door) of each building.

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

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

There will be no planned changes in the recruitment, enrollment procedures for students during the charter renewal period, nor will admissions preferences be used during the renewal period.

ASSURANCES

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

1. Be in full compliance with the requirements of **14 Delaware Code, Chapter 5** and **14 Admin Code, and Section 275 in the Regulations of the Department of Education.**

2. Not discriminate against any student in the admissions process because of race, creed, color, sex, handicap, or national origin or because a student's school district of residence has a per student local expenditure lower than another student seeking admission.

3. Not operate in a sectarian manner or include religious practices in its educational program.

4. Participate in the Delaware Student Testing Program and meet the requirements for school accountability as described in state law.

5. Manage the school within all state administrative and financial systems including accounting, payroll, purchasing, retirement, and benefits. All school funds will be managed through the school's accounts set up in the Delaware Financial Management System (DFMS).

6. Initiate and maintain direct communication with other public and nonpublic schools to assure efficient notification and transfer and exchange of records.

7. Update the application to incorporate any modifications and/or conditions identified as pre-conditions to final approval by the Secretary of Education and State Board of Education as set forth in its written decisions; and operate the program in accordance with the content of the updated and approved charter granted by the Department of Education and State Board of Education. The school's Board of Directors will not implement any additional modifications to the charter school program or operation without the express written consent of the Department of Education.

8. Notify the Department of Education in writing when the school administrative head or any member of the Board of Directors changes.

9. Provide the Department of Education with copies of all policies and by-laws of the school and the school's Board of Directors and inform the Department in a timely manner when by-laws change.

10. By September 1 of each school year, provide the Department of Education with a list of staff employed at the school and evidence of the certification status of all teachers employed at the school.

11. Employ only staff who have complied with the requirement of having a successful criminal background check and report to the Department of Education by September 1 of each school year that the school is in full compliance with state law related to this requirement.

12. Cooperate fully with Department of Education requests for reporting information and activities related to monitoring the school's compliance with the charter and applicable state and federal laws and regulations.

13. Comply with the provisions for a Performance Agreement, as required by the Secretary of Education.

14. Distribute copies of the Department's **Frequently Asked Questions About Delaware Charter Schools** to all parents seeking to enroll their child(ren) as well as to parents of enrolled children.

15. Conduct all meetings of the board of directors in a manner consistent with the Freedom of Information Act, especially the legal requirements of 29 Delaware Code, Sections 10002, 10003 and 10004.

16. Prior to opening the school, include a representative of the teachers employed by the school and parents of students enrolled at the school on the board of directors, consistent with 14 Delaware Code, Section 511(a). Each year of operation, ensure that representatives of the teachers employed at the school and parents of children enrolled at the school are on the board of directors.

17. Comply with the requirements for reporting school crimes as described in 14 Delaware Code, Section 4112.

18. As required by 14 Delaware Code, Section 506 (d), maintain on file a written statement signed each year by the parent(s) or guardian(s) of each enrolling child acknowledging that the child will attend the charter school for at least one complete school year.

19. Advise any person or entity offering a loan to the school that debts of the school are not debts of the State of Delaware and that neither the State nor any other agency nor instrumentality of the State is responsible for the repayment of any indebtedness.

20. If required by the Department, annually certify on a form to be provided by the Department, that prior to the payment of any fees or other sums to a management company employed by the board, the board will ensure that sufficient revenues of the school are devoted to adequately support the school's proposed educational program.

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

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

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

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

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

Providence Cove Academy Charter School, 10/06/05

Name of Charter School Date of Signatures

Signature of Chair of the Charter School Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

Signature of a Member of the Board of Directors

The Providence Creek Academy Charter School, Inc.
Bylaws

ARTICLE 1 – NAME

This organization shall be called The Providence Creek Academy Charter School, Inc..

ARTICLE 11 – FORM OF CORPORATION

The Providence Creek Academy Charter School, Inc is organized as a non-profit, non-stock, member corporation.

ARTICLE III – OFFICES

Section 1 – Principle Office

The principle office of the corporation shall be located at 355 West Duck Creek Road, Clayton, Delaware 19938.

Section 2 – Registered Office

The registered office of the corporation shall be the same as the principle office of the corporation.

ARTICLE IV – BOARD OF DIRECTORS, MEETINGS AND FISCAL YEAR

Section 1 – General Powers

The business affairs and property of the Corporation shall be managed by its Corporate Officers and Members. The Board of Directors shall be responsible for the oversight of the charter granted to the Corporation by the Delaware Department of Education. The Board of Directors may exercise any and all of the powers granted to it pursuant to Del. C., Title 14, Chapter 5. The board may delegate such power to the offices of the board as it deems necessary. The Board of Directors may not take any action to dissolve or return the school charter granted to the Corporation by the State of Delaware Department of Education, without the consent and approval of the Members of the Corporation.

Section 2 – Method of Selection

The Members of the Corporation shall nominate two candidates for each vacancy, and The Board of Directors shall elect and approve new board members by a majority vote. A board member elected to fill a vacancy created other than by expiration of a term shall be elected for the unexpired term of the vacating board member in the same manner as the original appointment.

Section 3 – Length of Term

The term of each member of the Board of Directors 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 the terms of two (2) years, and the remainder shall be appointed for the terms of one (1) year. At the first meeting, the Board of Directors shall designate which members of the initial Board of Directors 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 Directors.

Section 4- Number of Board Members

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

Section 5 – Qualifications

Directors shall not be a trustee, director, investor, owner, officer, or employee of an individual, partnership or corporation that contracts with The Providence Creek Academy Charter School, Inc.. Directors shall not be a member, director, officer or employee of Saint Joseph's at Providence Creek or any of its Operating Units. Directors must reside in the primary service area defined by the school and active in the community.

Section 6 – Tenure

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

Section 7 – Removal

Any Director may be removed with cause by a simple majority of the Board of Directors of the corporation.

Section 8 – Resignation

Any Director may resign at anytime 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 Directors shall hold an annual meeting during the last week of May of each year. The Board of Directors 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 Meeting

Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the State of Delaware for holding any special meeting of the Board of Directors 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 Director'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 Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of such meeting, except where a Director 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

The majority of the Directors of the Board constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors 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 Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 14 – Freedom of Information Act

All meetings of The Providence Creek Academy Charter School, Inc. Board, including committee meetings, shall at all times be in compliance with the Freedom of Information Act.

Section 15 – Board Vacancies

Any vacancy shall be filled as provided in Section 2 of this Article.

Section 16 – Compensation

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

Section 17 – Method of Selection

A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director 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 Director who voted in favor of such action.

Section 18 – Committees

The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, 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 Directors is not in session, the powers of the Board of Directors, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more if 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 Directors of its activities as the Board of Directors may request. No Committee established by the Board of Directors may establish bylaws or incorporate without the expressed consent of the Board of Directors.

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 Directors, subject to the oversight responsibilities of the Delaware Department of Education, shall have the responsibility to review and approve the annual operating 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 Board of Directors shall be a President, Secretary, and Treasurer.

Section 2 – Election and Term of Office

The officers shall be elected annually by the Board of Directors at the October meeting of the Board of Directors. 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 Directors may be removed by the Board of Directors whenever in its judgment to best interest of the Corporation would be served thereby.

Section 4 – Vacancies

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

Section 5 – President

The President shall be a member of the Board of Directors. The President shall preside at all meetings of the Board of Directors. 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 Directors 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 Directors. The Secretary shall: a) keep the minutes of the Board of Directors' meeting 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 Director; and e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 17 – Treasurer

The Treasurer may be member of the Board of Directors. The Treasure 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 fillings; 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 the Office of Treasurer and such other duties as from time-to-time may be assigned by the President or by the Board of Directors.

Section 8 – Acting Officers

The Board of Directors 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 Directors may be resolution otherwise determine.

Section 9 – Salaries

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

ARTICLE VI - Indemnification

Section 1 - Right to Indemnification

The Corporation may, by resolution of the Members of the Corporation, indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he, she or it is or was a Member, Director, officer, employee or agent of the Corporation, or a representative of any of the foregoing, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, against all liability and loss suffered and expenses reasonably incurred by such person.

Section 2 - Prepayment of Expenses

Such resolution of the Members may authorize the Corporation to pay the expenses incurred in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a Member, director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Member, director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 3 - Non-Exclusivity of Rights

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

Section 4 - Amendment or Repeal

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

ARTICLE VII — Members of the Corporation

Section 1 - Membership

The Members of the Corporation, collectively, shall have ultimate control of the Corporation. However, the members of the corporation have no ability to control or limit the activities of the Board of Directors with respect to the boards statutory responsibility under the school charter granted to the Corporation by the State of Delaware Department of Education.

Section 2 - Number

There may be one or more Members of the corporation. The number of Members shall be fixed from time to time by resolution of the Members (any such resolution of the Members being subject to any

later resolution of them). The Members of the corporation shall be the executive committee of Saint Joseph's at Providence Creek. Any reference to "Members" in these Bylaws refers to such one or more persons who is serving as the Member or Members of the corporation at any time.

Section 3 - Election and Term of Office

Members shall be elected at the annual meeting of the Members, except as provided in Section 7.4. Each Member (whether elected at an annual meeting or to fill a vacancy or otherwise) shall continue in office until his, her or its successor shall have been elected and qualified or until his, her or its earlier death, resignation, removal or dissolution in the manner hereinafter provided.

At each annual meeting the Members shall elect a Chief Execute Officer, Chief Operating Officer, Chief Financial Officer, Managing Director and Secretary.

Members and Officers shall serve for one year term.

Section 4 -Vacancies and Additional Memberships

If any vacancy shall occur among the Members by reason of death, resignation, dissolution or removal, or as a result of an increase in the number of memberships, a majority of the Members then in office, or a sole remaining Member, may fill any such vacancy. If, on account of the death, resignation or dissolution of a Member, there would be no Members remaining in office, there shall be installed as a Member such person or persons designated by the Member whose death, resignation or dissolution would otherwise result in there being no Members (the Final Member"), in his, her or its last writing making reference to these By-laws and designating such person or persons.

Section 5 - Quorum and Manner of Acting

At each meeting of the Members the presence of a majority of the total number of Members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of those present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as adjourned without further notice or waiver. A majority of those present at any meeting at which a quorum is present may decide any question brought before such meeting, except as otherwise provided by law, the Certificate of Incorporation of the corporation or these Bylaws.

Section 6 - Resignation of Members

Any Member may resign at any time by giving written notice of such resignation to the Secretary. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Secretary, and the acceptance of such resignation shall not be necessary to make it effective. Any Member may be removed for cause by the affirmative vote of the majority of all the Members.

Section 7 - Annual Meetings

The annual meeting of the Members for the transaction of such business as may properly come before such meeting shall be held each year on such date, and at such time and place within the State of Delaware, as may be designated by resolution of the Members.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/24/200
020658538 - 3149182

Restated Certificate of Incorporation
of
The Providence Creek Academy Charter School, Inc.

The Providence Creek Academy Charter School, Inc., a Delaware corporation (the "Corporation"), certifies as follows:

1. The Corporation was formed on December 27, 1999 as Charter School of Southern New Castle County, Inc. as a non-stock corporation. The Directors of the Corporation have been elected and qualified.

2. This Restated Certificate of Incorporation was approved by the Board of Directors of the Corporation in the manner required by §245 and §242 of the General Corporation Law of Delaware on October 24th, 2002.

Article I

The name of the Corporation is The Providence Creek Academy Charter School, Inc.

Article II

The registered address of the Corporation is 355 West Duck Creek Road, Clayton Delaware, Kent 19938. The registered agent of the Corporation at that address is the Corporation.

Article III

The Corporation shall have no capital stock. The Corporation is a nonprofit organization organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any subsequent Federal tax laws (the "Code").

Article IV

The purposes of the Corporation are:

(A) To establish and operate a Delaware Charter School pursuant to the Delaware Charter School Act of 1995 under 14 Del. C. §501 *et seq.*

(B) To do such acts and carry on such business as may be permitted of nonprofit corporations under the General Corporation Law and other laws of the State of Delaware, but only in order to accomplish the educational and charitable purposes of the Corporation as described above; and

(C) To solicit, receive and administer funds, grants and property for the above purposes, and for no other reason.

(1) The Corporation shall not engage in any act of self-dealing as defined in §4941(d) of the Code;

(2) The Corporation shall distribute its income for each taxable year at such time and in such manner so as not to become subject to the tax on undistributed income imposed by §4942 of the Code;

(3) The Corporation shall not retain any excess business holdings as defined in §4943(c) of the Code;

(4) The Corporation shall not make any investments in any manner as to subject it to tax under §4944 of the Code; and

(5) The Corporation shall not make any taxable expenditures as defined in § 4945(d) of the Code.

Article IX

No Director, officer or employee of the Corporation shall be personally liable for the payment of the debts of the Corporation, except as such Member, Director, officer or employee may be liable by reason of his of her own conduct or acts.

Article X

The Board may, by a majority of the whole Board, designate one or more committees, with each committee to consist of one or more of the Directors and other persons. Any such committee, to the extent provided in the resolution of the Board, or in the By-Laws, shall have and may exercise powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. The Board may designate one or more Directors as alternate members of any such committee to replace any absent or disqualified member at any meeting of the committee. The By-Laws may provide that, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

Article XI

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary, involuntary or by operation of law, except as may be otherwise provided by law, the

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/24/20
020658538 - 3149182

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(C) To solicit, receive and administer funds, grants and property for the above purposes, and for no other reason.

(1) The Corporation shall not engage in any act of self-dealing as defined in §4941(d) of the Code;

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Article X

The Board may, by a majority of the whole Board, designate one or more committees, with each committee to consist of one or more of the Directors and other persons. Any such committee, to the extent provided in the resolution of the Board, or in the By-Laws, shall have and may exercise powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. The Board may designate one or more Directors as alternate members of any such committee to replace any absent or disqualified member at any meeting of the committee. The By-Laws may provide that, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

Article XI

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary, involuntary or by operation of law, except as may be otherwise provided by law, the

Providence Creek Academy Charter School, Inc.
Corporate Officers

Joan Messick, President
195 Oliver Guessford Road
Townsend, DE 19734
302-659-3323
pcarep18@aol.com

Donna Arvay, Teacher Rep., Secretary
3697 Wheatleys Pond Road
Smyrna, DE 19977
302-242-5546
darvay@pca.k12.de.us

Gary F. Stulir, Parent Representative, Treasurer
320 South Delaware Street
Smyrna, DE 19977
302-653-9789
gstulir@aol.com

Providence Creek Academy Charter School Objectives

1. Increase the number of students in underrepresented populations scoring in the "commendable" range by at least six percent from Spring 2005 to Spring 2006 on the DSTP.

2. The percentage of kindergarten and first grade students meeting and/or exceeding state reading standards measured on standardized and/or local assessments for grades kindergarten and first grade will increase at least six percent from Spring 2005 to Spring 2006 test completion.

3. The percentage of third, fifth, and eighth grade students meeting and /or exceeding state reading, writing, and math standards on the DSTP will increase a minimum of six percent as measured from Spring 2005 to the Spring 2006 test completion.

4. The percentage of second, fourth, sixth, and seventh grade students who score in the satisfactory or better range on the performance indicators of the DSTP testing will increase a minimum of six percent as measured by Spring 2005 to Spring 2006 test completion.

5. All students will be encouraged to complete the requirements for obtaining a high school diploma and to further their education after high school.

6. All students in grades kindergarten through eight and all staff will participate in activities which will make them more aware of homeless children and their families.

7. All students in all grades kindergarten through eight will exhibit positive verbal responses toward each other in the classroom, hallways, cafeteria, and all areas of the school campus.

8. The number of bus referrals should decrease by at least ninety percent from the beginning to the end of the 2005-2006 school year.

9. The number of negative playground incidents should decrease by at least ninety percent from the beginning to the end of the 2005-2006 school year.

10. The number of office referrals should decrease for all staff members as tracked on a weekly basis.

11. The number of teaching staff who are NCLB Highly Qualified will be increased to one hundred percent.

12. The number of administrators who participate in professional development activities will increase by at least seventy-five percent.

13. The number of support staff who receive additional training in their professional area will increase by at least fifty percent.

14. A minimum of ninety percent kindergarten and first grade students will use a mouse and computer keys to complete language arts questions.

15. A minimum of eighty percent of students in grades two through four will create, save, and use folders on a computer for social studies and science notes.

16. A minimum of eighty percent of students in grades five through eight will create a multimedia presentation using blank documents, animation, and transitions.

17. One hundred percent of the school staff will utilize technology in the classroom to communicate and collaborate with peers, parents, and the school community in order to nurture student learning.

18. The number of parents attending Parent Forums and PTO meetings should increase by a minimum of forty percent.

19. The number of community members receiving information and updates about PCA should be increased by one hundred percent.

ENROLLMENT LOTTERY POLICY

Acceptance for enrollment in Providence Creek Academy is an honor. The following is the policy and procedures that must be followed when an over enrollment condition exist.

1. All grade level classes have signed letters of intent from the parent or guardian for the upcoming year.
2. All preferences regarding siblings and children of persons employed on a permanent basis are met as prescribed in Delaware School Law Title 14, Chapter 5.
3. An over enrollment exists when the grade level has reached the maximum number of students permissible as defined in the School Charter and the Board of Directors.
4. All lotteries must be held on or before April 1, and each succeeding year thereafter.
5. All eligible student names will be assigned a number. Each number will be placed into a container. Numbers will be drawn from the container by either a Board Member or a Staff Member as directed by the Board of Directors.
6. When the allotted number of students has been drawn, all remaining students will be placed on a waiting list. The order of drawing will determine how each student is placed on the waiting list.
7. In the event the students are removed from the original list, the next student in line will receive the placement.

Students will be selected in accordance with State and Federal laws and the published non-discrimination policy of Providence Creek Academy Charter School Inc. Providence Creek Academy Charter School Inc. does not discriminate in employment or educational programs, services or activities based on race, sex, or handicap.

Adopted by Board of Directors July 16, 2003
Revised by the Board of Directors September 20, 2005

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL

The Delaware Charter Law (Del.C, Title 14, Chapter 5, 506, subsection c) was amended in July, 2005. As a result of this amendment to the law, each charter school is required to obtain a written confirmation sign by a parent or guardian of each student that in that student's initial year of attendance at the charter school, that the student will remain in the charter school for at least one school year. That confirmation shall include a statement reading: "I understand that my child is required to remain in this charter school, in the absence of any condition constituting good cause, for at least one school year" and shall be kept on file at the school and made available for inspection to Department of Education official or representatives from the public school district in which the student resides. After a student's initial year of enrollment, it shall be presumed for school district planning only that the student will continue to attend the charter school until completion of that school's highest grade level and no further written confirmation need be obtained by the charter school.

CONFIRMATION OF ENROLLMENT

I, Parents/ Guardian of _____ intend to enroll my child at Providence Creek Academy Charter School for the 2005-2006 school year and acknowledge that I intend for my child to attend this school for the complete school year. I understand that my child is required to remain in this charter school, in the absence of any condition constituting good cause, for at least one year.

STUDENT NAME:_____
(Print name)

PARENTS/GUARDIAN SIGNATURE_____ **DATE** _____
(Signature)

PARENTS/GUARDIAN NAME: _____
(Print Name)

ENROLLMENT POLICY

The following is the policy and procedures for reporting student enrollment as required by Title 14 of the Delaware School Laws on May 1 of any future school year.

1. All students accepted into Providence Creek Academy School Inc., by the April 1, and the May 1 deadline of any future school year will be selected as outlined by the Enrollment Lottery Policy as approved by the Board of Directors on July 16, 2003.
2. The selected student enrollment package will be held in the main school office and secured in a manner which would prohibit any loss or misuse.
3. Applications for enrollment that are received after the April 1 but before the May 1 deadline are to be kept in a enrollment file and marked with the arrival date and time.
4. When there are more students than openings for enrollment in a grade level, a lottery will be required. The same procedures will be followed as outlined in the Board approved policy dated July 16, 2003.
5. Any student not picked by the lottery will be placed on a waiting list. The order of drawing will determine how each student in placed on the waiting list. In the event any student withdraws or is removed from the list, the next student in line will receive the placement.
6. Upon competition of any lottery or selection of students, the staff will complete and submit the required forms to the Delaware Department of Education. The completion and submission of all forms will occur on or before the April 1 and on or before the May 1 requirement.
7. Parents and/or Guardians will be notified in writing of their student's acceptance into Providence Creek Academy Charter School Inc. immediately following the acceptance procedures.

8. Prior to and upon completion of the enrollment process, the Principal, Managing Director, and a Board Member will certify the results of the enrollment procedures.
9. On April 1, of any year and each succeeding year, there shall be enrolled, at a minimum 80 percent of the total authorized number of students and the school will have notified each of the school districts with the number of student's residency information.
10. A written statement sighed by the parent or guardian of the enrolled student confirming:
    (1) The parent or guardian intends to and will enroll that child at the charter school for the upcoming year; and
    (2) Acknowledging that the child will attend the charter school for at least one year.

    All statements will be kept in the file in the main school office.
11. All affected school districts will be notified in writing on or before April 1, of the current year and each succeeding year.
12. The school will follow all procedures as outlined in correspondence from the Educational Associate for Reporting and Assessment, of the Delaware Department of Education. The procedures will be kept on file with the student enrollment information.

Students will be selected in accordance with State and Federal laws and the published non-discrimination policy of Providence Creek Academy Charter School Inc. Providence Creek Academy Charter School Inc. does not discriminate in employment or educational programs, services or activities based on race, sex, or handicap.

Approved by the Board of Directors March 10, 2004
Revised by the Board of Directors September 20, 2005

DELAWARE DEPRATMENTOF EDUCATION
CHARTER SCHOOL PERFORMANCE AGREEMENT
FOR THE INITIAL THREE-YEAR CHARTER PERIOD FOR

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL

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

Premises

This school will serve students in grades K-8. It will serve students in grades K-6 in its initial year of operation and has plans to expand to grades K-8 by the third year.

Effective Date

This Agreement will be in effect from the date of signature by the Secretary of Education through August 31, 2002 or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to Del.C., Title 14,Section 515 (b) or (c).

Conditions

I. During the term of this Agreement, the school shall attain the classification of "accredited" as asset forth by the requirements for public schools in the regulations adopted pursuant to Del. C., Title 14, Section 154. In the event that the school shall be placed on "Accreditation Watch", the school's charter shall be subject to formal review, pursuant to Del. C., Title 14, Section 515 (c).

II. During the term of this Agreement, the school will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other standardized assessments through the achievement targets listed below.

The school will participate in the state assessment (DSTP) in each subject area at each grade required by the Department of Education. Beginning in 2002-2003 this will include both on-grade assessment and off-grade assessment, covering grades 2-8. ~~In addition the school will administer a standardized assessment, the SAT-9 to each student in the fall and each spring.~~

A. 75% of 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)

B. 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.~~

C. 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.

III. During the term of this Agreement, the school will demonstrate that it has strong market accountability through the following.

A. The school will maintain the target enrollment number.

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

A. All parents will attend at least two parent conferences each year. Date will be recorded by teachers and included in the Annual Education Report.

B. Parents will rate the School at a minimum of 3.0 on at 1:4 scale to annual parent satisfaction survey.

Audrey Crocker
On Behalf of the Board of Directors
Providence Creek Academy Charter School

12-2-02
Date

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

January 5, 2003
Date

Title Writing

Test Year	State/District/School	Number	Average	% Meets or Exceeds Standard	% Below Standard	% at PL 5	% at PL 4	% at PL 3	% at PL 2	% at PL 1
Spring 2005 RMW	Grade 3	79	5.01	26.58	73.42			26.58	34.18	39.24
Spring 2005 RMW	Grade 5	73	6.82	49.32	50.68			49.32	47.95	2.74
Spring 2005 RMW	Grade 8	40	6.4	32.5	67.5			32.5	62.5	5
Spring 2004 RMW	Grade 3	92	5	21.74	78.26			21.74	45.65	32.61
Spring 2004 RMW	Grade 5	84	6.64	33.33	66.67			33.33	64.29	2.38
Spring 2003 RMW	Grade 3	65	5.23	24.62	75.38			24.62	44.62	30.77
Spring 2003 RMW	Grade 5	69	6.72	43.48	56.52		1.45	42.03	47.83	8.7

Title
Science

Test Year	State/District/School	Number	Scale Score Average	% Meets or Exceeds Standard	% Below Standard	% at PL 5	% at PL 4	% at PL 3	% at PL 2	% at PL 1	Raw Score Average	Inquiry Average	Physical Average	Earth Average	Life Average
Spring 2005 S & SS	Grade 8	39	293.21	41.03	58.97		5.13	35.9	33.33	25.64	30.59	6.46	8.51	4.9	10.72
Fall 2004 S & SS	Grade 4	71	319.68	95.77	4.23	9.86	25.35	60.56	4.23		44.8	14.49	8.03	7.82	14.46
Fall 2004 S & SS	Grade 6	87	313.77	81.61	18.39	9.2	14.94	57.47	14.94	3.45	43.17	11.61	11.1	8.39	12.07
Fall 2003 S & SS	Grade 4	75	317.93	93.33	6.67	8	20	65.33	5.33	1.33	42.56	13.59	8.15	7.11	13.72
Fall 2003 S & SS	Grade 6	75	310.21	76	24	2.67	9.33	64	17.33	6.67	38.33	10.91	8.63	8.47	10.33
Fall 2002 S & SS	Grade 4	73	315.18	89.04	10.96	2.74	17.81	68.49	8.22	2.74	40.9	12.41	8.37	7.14	12.99
Fall 2002 S & SS	Grade 6	41	316.05	92.68	7.32	9.76	14.63	68.29	4.88	2.44	40.63	11.02	8.49	9.61	11.51

Title: Mathematics

Test Year	State/District/School	Number	Average	% Meets or Exceeds Standard	% Below Standard	% at PL 5	% at PL 4	% at PL 3	% at PL 2	% at PL 1	NCE Number	NCE Average	Percentile Rank
Spring 2005 RMW	Grade 3	80	420.39	62.5	37.5	1.25	13.75	47.5	17.5	20	80	55.5	60
Spring 2005 RMW	Grade 5	72	465.17	66.67	33.33	4.17	8.33	54.17	29.17	4.17	72	56.82	63
Spring 2005 RMW	Grade 8	40	475.85	35	65		5	30	30	35	40	50.12	50
Spring 2004 RMW	Grade 3	91	417.87	63.74	36.26	2.2	10.99	50.55	20.88	15.38	84	55.07	59
Spring 2004 RMW	Grade 5	84	464.15	67.86	32.14	1.19	11.9	54.76	22.62	9.52	74	62.49	72
Spring 2003 RMW	Grade 3	66	431.35	74.24	25.76	3.03	12.12	59.09	15.15	10.61	64	60.96	70
Spring 2003 RMW	Grade 5	68	453.18	58.82	41.18		4.41	54.41	29.41	11.76	60	59.85	68

Title: Reading

Test Year	State/District/School	Number	Average	% Meets or Exceeds Standard	% Below Standard	% at PL 5	% at PL 4	% at PL 3	% at PL 2	% at PL 1	NCE Number	NCE Average	Percentile Rank
Spring 2005 RMW	Grade 3	74	426.96	68.92	29.73	9.46	14.86	44.59	14.86	14.86	74	57.15	63
Spring 2005 RMW	Grade 5	69	475.22	82.61	17.39	2.9	5.8	73.91	14.49	2.9	69	63.58	74
Spring 2005 RMW	Grade 8	38	511.47	65.79	34.21			65.79	23.68	10.53	38	61.87	71
Spring 2004 RMW	Grade 3	93	427.86	69.89	30.11	3.23	13.98	52.69	16.13	13.98	86	55.33	60
Spring 2004 RMW	Grade 5	80	474.09	80	20		11.25	68.75	13.75	6.25	74	57.79	64
Spring 2003 RMW	Grade 3	65	436.95	80	20	6.15	20	53.85	7.69	12.31	64	59.21	67
Spring 2003 RMW	Grade 5	69	473.97	71.01	28.99	7.25	13.04	50.72	15.94	13.04	62	56.55	62

Title: Social Studies

Test Year	State/District/School	Number	Scale Score Average	% Meets or Exceeds Standard	% Below Standard	% at PL 5	% at PL 4	% at PL 3	% at PL 2	% at PL 1	Raw Score Average	Civics Average	Economics Average	Geography Average	History Average
Spring 2005 S & SS	Grade 8	39	294.44	35.9	64.1			35.9	38.46	25.64	25.38	4.69	6.77	5.97	7.95
Fall 2004 S & SS	Grade 4	71	304.62	59.15	40.85	2.82	8.45	47.89	33.8	7.04	34.85	9.03	8.38	8.17	9.27
Fall 2004 S & SS	Grade 6	87	302.8	59.77	40.23		1.15	58.62	33.33	6.9	30.01	8.11	7.31	7.76	6.83
Fall 2003 S & SS	Grade 4	75	302.36	61.33	38.67		8	53.33	29.33	9.33	35.37	8.69	9.29	8.19	9.2
Fall 2003 S & SS	Grade 6	75	301.15	56	44		2.67	53.33	29.33	14.67	30.88	8.17	8.21	7.4	7.09
Fall 2002 S & SS	Grade 4	73	298.49	43.84	56.16		1.37	42.47	43.84	12.33	31.14	8.04	9.03	5.6	8.47
Fall 2002 S & SS	Grade 6	41	307.49	80.49	19.51		14.63	65.85	12.2	7.32	36.34	8.83	10.02	8.61	8.88

Providence Creek Academy Charter School
2005-2006 School Calendar

		Teacher/Staff Days	Pupil Days	Hours
August		**7**	**3**	**22.5**
August 22 - 25 (Monday-Thursday)	Professional Dev./Teacher Return Days			
August 29 (Monday)	School Opens for Students			
September		**21**	**21**	**157.5**
September 5 (Monday)	No School/Labor Day			
October		**20**	**19**	**142.5**
October 7 (Friday)	Statewide Professional Dev.			
October 10 (Monday)	No School/Columbus Day			
November		**18**	**17**	**127.5**
November 10 (Thursday)	No School/Parent/Teacher Conferences			
November 11 (Friday)	No School /Veteran's Day			
November 23-25 (Wednesday-Friday)	Thanksgiving Vacation			
December		**16**	**16**	**120**
December 23-30 (Monday-Friday)	Winter Break			
January		**21**	**21**	**157.5**
January 2 (Monday)	Return to School			
January 16 (Monday)	Martin Luther King, Jr. Day			
February		**19**	**18**	**135**
February 8 (Wednesday)	No School/Professional Dev. Day			
February 20 (Monday)	President's Day			
March		**23**	**22**	**165**
March 15 (Wednesday)	No School/Professional Dev. Day			
April		**14**	**14**	**105**
April 14 (Friday)	Good Friday			
April 17-21 (Monday-Friday)	Spring Break			
May		**22**	**22**	**165**
May 29 (Monday)	Memorial Day			
June		**7**	**6**	**45**
June 8* (Thursday)	Last Student Day			
June 9-14 (Friday-Wednesday)	Weather Contingency Days			
June 9 (Friday)	Last Teacher Day			
	TOTALS:	**188**	**179**	**1342.5**

School Hours – Pupil: 8:00 A.M. – 3:30 P.M.
Teacher/Staff: 7:45 A.M. – 3:45 P.M.

***Last Student Day if no weather contingency days used**

FY 2006
State Funding

Charter School Revenue Calculation - Estimate
Providence Creek

1.) Grade Configuration: K-8

2.) Student Total: 669
Regular: 616
Special: 53

3.) Districts:

129	Appoquinimink	1	Christina	0	Laurel
0	Brandywine	9	Colonial	0	Milford
22	Caesar Rodney	0	Delmar	2	Red Clay
0	Cape Henlopen	0	Indian River	0	Seaford
177	Capital	2	Lake Forest	327	Smyrna
				0	Woodbridge

4.) Transportation Eligible Students: 662
Charter School Location: Kent

5.) Meals served but not prepared by the school

Providence Creek

Student Total = 669

Number of Regular students 7 - 12 =	116.00	Unit size regular students 7 - 12 =	20
Number of Regular students 4 - 6 =	224.00	Unit size regular students 4 - 6 =	20
Number of Regular students 1 - 3 =	237.00	Unit size regular students 1 - 3 =	17.4
Number of Kindergarten students =	39.00	Unit size Kindergarten students =	34.8
Number of EMH students =	0.00	Unit size EMH students =	15
Number of SED students =	1.00	Unit size SED students =	10
Number of LD students =	37.00	Unit size LD students =	8
Number of TMH students =	0.00	Unit size TMH students =	6
Number of SMH students =	0.00	Unit size SMH students =	6
Number of PI students =	14.00	Unit size PI students =	6
Number of HHPD students =	0.00	Unit size HHPD students =	6
Number of BLIND students =	0.00	Unit size BLIND students =	8
Number of PTST students =	1.00	Unit size PTST students =	10
Number of ATSTC students =	0.00	Unit size ATSTC students =	4
Number of DFBLD students =	0.00	Unit size DFBLD students =	4
Number of TBI students =	0.00	Unit size TBI students =	6
Number of ILC students =	0.00	Unit size ILC students =	8.6

Providence Creek

FY 2006 Estimated Cost per Position
New Applicants: as per latest state/charter average salary information
Renewal and Modification Applicants: as per the last salary average for your school

# of Div I Units Generated =	39.00	$27,574	$1,075,395
Div I Reading Resource Teacher =	1.00	$32,652	$32,652
Div I Math Specialist =	0.00	$0	$0
Administrative Assistant =	1.00	$46,597	$46,597
Percentage 11 Month Supervisor =	0.26	$48,930	$12,722
Percentage Transportation Supervisor =	0.09	$53,378	$4,804
Principal =	1.00	$57,023	$57,023
Assistant Principal =	1.00	$52,229	$52,229
Percentage Psychologist =	0.26	$40,808	$10,610
Percentage Speech/Hearing =	0.28	$40,430	$11,320
Percentage Visiting Teacher =	0.16	$39,032	$6,245
Percentage Driver Education Teacher =	0.00	$35,385	$0
Nurse =	0.00	$36,513	$0
Academic Excellence Units =	2.68	$25,101	$67,270
Clerical Units =	3.00	$24,918	$74,754
Custodial Units =	2.00	$19,324	$38,648
Cafeteria Manager =	0.00	$23,127	$0
Cafeteria Worker =	4.08	$11,822	$48,234
Related Service Specialist =	0.16	$40,565	$6,490
Total Staffing =	55.97		
Total Staffing For Health Insurance =	51.89		

Total Salary Costs =		$1,544,993
FY 2006 OEC Rate =	24.57%	$379,605
Health Insurance Per FTE =	$5,600	$290,584
Subtotal Personnel Revenue =		**$2,215,182**

Other State Sources (based on Latest Available Values)

			Providence Creek
Professional & Curriculum Development =			$ 13,783
Teacher to Teacher Cadre =			$ 2,885
Division II Units (No Vocational Courses) =	39.00		
Division II - All Other Costs - Current Unit Value =	$	3,279	$ 127,881
Division II - Energy - Current Unit Value =	$	1,862	$ 72,618
Division III - Equalization - Unit Value =	$	16,428	$ 640,706
Academic Excellence Division III =			$ 44,028
Division III Reading Resource Teacher =			$ 16,428
Division III Math Specialist =			$ -
Academic Excellence Division II =			$ 8,788
Academic Excellence Allotment =			$ 23,909
Tuition Reimbursement =			$ 5,720
Student Discipline Programs =			$ 32,221
Extra Time for Students K - 12 =			$ 53,061
Early Intervention Reading (K - 3) =			$ 3,688
MCI/Annual Maintenance =			$ 37,885
LEP =			$ -
Technology Block Grants =			$ 5,291
Tax Relief Funds =	$	-	$ -
Student Transportation Amount =			$ 401,776

Subtotal Other Sources =		**$1,490,668**
Less : FY 06 Giveback =	**$**	**39,551**
Grand Total State Sources =		**$3,666,299**
Amounts Loaded =		
Remainder to Load =		**$3,666,299**

Local Funds | FY 2006 | FY 2006 Final Calculations | Insert Name of Charter School

Appoquinimink	#	Amount
Regular students 7 - 12 =	36.00	$50,976
Regular students 4 - 6 =	40.00	$56,640
Regular students 1 - 3 =	40.00	$65,080
Kindergarten students =	6.00	$4,884
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	5.00	$17,690
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	2.00	$9,438
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	129.00	$204,708
Amount Already Forwarded =		$0
Remaining Transfer =		$204,708
July 35% (preliminary only)		$71,648

Brandywine	#	Amount
Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	0.00	$0
Amount Already Forwarded =		$0
Remaining Transfer =		$0
July 35% (preliminary only)		$0

Caesar Rodney	#	Amount
Regular students 7 - 12 =	4.00	$5,024
Regular students 4 - 6 =	6.00	$7,536
Regular students 1 - 3 =	7.00	$10,101
Kindergarten students =	2.00	$1,444
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	1.00	$3,140
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	1.00	$4,186
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	1.00	$2,512
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	22.00	$33,943
Amount Already Forwarded =		$0
Remaining Transfer =		$33,943
July 35% (preliminary only)		$11,880

Cape Henlopen	#	Amount
Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	0.00	$0
Amount Already Forwarded =		$0
Remaining Transfer =		$0
July 35% (preliminary only)		$0

Capital	#	Amount
Regular students 7 - 12 =	34.00	$31,518
Regular students 4 - 6 =	54.00	$50,058
Regular students 1 - 3 =	59.00	$62,835
Kindergarten students =	9.00	$4,788
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	17.00	$39,389
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	4.00	$12,360
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	177.00	$200,948
Amount Already Forwarded =		$0
Remaining Transfer =		$200,948
July 35% (preliminary only)		$70,332

Christina	#	Amount
Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	1.00	$3,017
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	1.00	$3,017
Amount Already Forwarded =		$0
Remaining Transfer =		$3,017
July 35% (preliminary only)		$1,056

Local Funds — FY 2006 — FY 2006 Final Calculations — Insert Name of Charter School

Colonial	#	Amount	Delmar	#	Amount	Indian River	#	Amount
Regular students 7 - 12 =	2.00	$3,698	Regular students 7 - 12 =	0.00	$0	Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	5.00	$9,245	Regular students 4 - 6 =	0.00	$0	Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	2.00	$4,252	Regular students 1 - 3 =	0.00	$0	Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0	Kindergarten students =	0.00	$0	Kindergarten students =	0.00	$0
EMD students =	0.00	$0	EMD students =	0.00	$0	EMD students =	0.00	$0
ED students =	0.00	$0	ED students =	0.00	$0	ED students =	0.00	$0
LD students =	0.00	$0	LD students =	0.00	$0	LD students =	0.00	$0
TMD students =	0.00	$0	TMD students =	0.00	$0	TMD students =	0.00	$0
SMD students =	0.00	$0	SMD students =	0.00	$0	SMD students =	0.00	$0
PI students =	0.00	$0	PI students =	0.00	$0	PI students =	0.00	$0
HHPD students =	0.00	$0	HHPD students =	0.00	$0	HHPD students =	0.00	$0
BLIND students =	0.00	$0	BLIND students =	0.00	$0	BLIND students =	0.00	$0
PTST students =	0.00	$0	PTST students =	0.00	$0	PTST students =	0.00	$0
ATSTC students =	0.00	$0	ATSTC students =	0.00	$0	ATSTC students =	0.00	$0
TBI students =	0.00	$0	TBI students =	0.00	$0	TBI students =	0.00	$0
DFBLD students =	0.00	$0	DFBLD students =	0.00	$0	DFBLD students =	0.00	$0
ILC students =	0.00	$0	ILC students =	0.00	$0	ILC students =	0.00	$0
Totals =	9.00	$17,195	Totals =	0.00	$0	Totals =	0.00	$0
Amount Already Forwarded =		$0	Amount Already Forwarded =		$0	Amount Already Forwarded =		$0
Remaining Transfer =		$17,195	Remaining Transfer =		$0	Remaining Transfer =		$0
July 35% (preliminary only)		$6,018	July 35% (preliminary only)		$0	July 35% (preliminary only)		$0

Lake Forest	#	Amount	Laurel	#	Amount	Milford	#	Amount
Regular students 7 - 12 =	0.00	$0	Regular students 7 - 12 =	0.00	$0	Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0	Regular students 4 - 6 =	0.00	$0	Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	1.00	$690	Regular students 1 - 3 =	0.00	$0	Regular students 1 - 3 =	0.00	$0
Kindergarten students =	1.00	$345	Kindergarten students =	0.00	$0	Kindergarten students =	0.00	$0
EMD students =	0.00	$0	EMD students =	0.00	$0	EMD students =	0.00	$0
ED students =	0.00	$0	ED students =	0.00	$0	ED students =	0.00	$0
LD students =	0.00	$0	LD students =	0.00	$0	LD students =	0.00	$0
TMD students =	0.00	$0	TMD students =	0.00	$0	TMD students =	0.00	$0
SMD students =	0.00	$0	SMD students =	0.00	$0	SMD students =	0.00	$0
PI students =	0.00	$0	PI students =	0.00	$0	PI students =	0.00	$0
HHPD students =	0.00	$0	HHPD students =	0.00	$0	HHPD students =	0.00	$0
BLIND students =	0.00	$0	BLIND students =	0.00	$0	BLIND students =	0.00	$0
PTST students =	0.00	$0	PTST students =	0.00	$0	PTST students =	0.00	$0
ATSTC students =	0.00	$0	ATSTC students =	0.00	$0	ATSTC students =	0.00	$0
TBI students =	0.00	$0	TBI students =	0.00	$0	TBI students =	0.00	$0
DFBLD students =	0.00	$0	DFBLD students =	0.00	$0	DFBLD students =	0.00	$0
ILC students =	0.00	$0	ILC students =	0.00	$0	ILC students =	0.00	$0
Totals =	2.00	$1,035	Totals =	0.00	$0	Totals =	0.00	$0
Amount Already Forwarded =		$0	Amount Already Forwarded =		$0	Amount Already Forwarded =		$0
Remaining Transfer =		$1,035	Remaining Transfer =		$0	Remaining Transfer =		$0
July 35% (preliminary only)		$362	July 35% (preliminary only)		$0	July 35% (preliminary only)		$0

Local Funds | FY 2006 | FY 2006 Final Calculations | Insert Name of Charter School

Red Clay	#	Amount
Regular students 7 - 12 =	1.00	$3,134
Regular students 4 - 6 =	1.00	$3,134
Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	2.00	$6,268
Amount Already Forwarded =		$0
Remaining Transfer =		$6,268
July 35% (preliminary only)		$2,194

Seaford	#	Amount
Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	0.00	$0
Amount Already Forwarded =		$0
Remaining Transfer =		$0
July 35% (preliminary only)		$0

Smyrna	#	Amount
Regular students 7 - 12 =	39.00	$27,573
Regular students 4 - 6 =	118.00	$83,426
Regular students 1 - 3 =	127.00	$103,251
Kindergarten students =	21.00	$8,526
EMD students =	0.00	$0
ED students =	1.00	$1,414
LD students =	14.00	$24,752
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	7.00	$16,492
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	327.00	$265,434
Amount Already Forwarded =		$0
Remaining Transfer =		$265,434
July 35% (preliminary only)		$92,902

Woodbridge	#	Amount
Regular students 7 - 12 =	0.00	$0
Regular students 4 - 6 =	0.00	$0
Regular students 1 - 3 =	0.00	$0
Kindergarten students =	0.00	$0
EMD students =	0.00	$0
ED students =	0.00	$0
LD students =	0.00	$0
TMD students =	0.00	$0
SMD students =	0.00	$0
PI students =	0.00	$0
HHPD students =	0.00	$0
BLIND students =	0.00	$0
PTST students =	0.00	$0
ATSTC students =	0.00	$0
TBI students =	0.00	$0
DFBLD students =	0.00	$0
ILC students =	0.00	$0
Totals =	0.00	$0
Amount Already Forwarded =		$0
Remaining Transfer =		$0
July 35% (preliminary only)		$0

Local Funding Summary

Total Pupils =	669
Total Local Funding =	$732,548
Total Amount Already Forwarded =	$0
Remainder to be Transferred =	$732,548
Total July 35% (preliminary only)	$256,392

District Name	K	1-3rd Grade	4-6th Grade	7-12th Grade	EMH	SED	LD	TMH	SMH	PI
Appoquinimink	6	40	40	36			5			2
Caesar Rodney	2	7	6	4			1			1
Capital	9	59	54	34			17			4
Christina		1								
Colonial		2	5	2						
Lake Forest	1	1								
Red Clay			1	1						
Smyrna	21	127	118	39		1	14			7
Category Totals	39	237	224	116		1	37			14

HHPD	BLIND	PTST	ATSTC	TBI	DFBLD	ILC	DISTRICTS TOTALS	Transportation 99%
							129	128
		1					22	22
							177	175
							1	1
							9	9
							2	2
							2	2
							327	323
		1					669	662

STUDENT TRANSPORTATION CONTRACT
Providence Creek Academy

This agreement is entered into this 14th day of August 2002, by and between the Providence Creek Academy, located at 355 W. Duck Creek Road, Clayton, DE 19938 and the Saint Joseph's Foundation, located in the same location.

Whereas, the School intends to provide after school transportation to students in the Providence Creek Academy; and

Whereas, St. Joseph's Foundation has agreed to provide transportation services to students attending this charter school, in accordance with the terms and conditions of this agreement; and

Whereas, the School is authorized to enter into a contract with St. Joseph's Foundation for these services;

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. St. Joseph's Foundation agrees to provide school transportation services in accordance with the Attachment A and attached hereto and made part of this agreement.

2. St. Joseph's Foundation agrees to provide this service in accordance with the Company's bid specifications and attached hereto and made part of this agreement.

3. The School agrees to pay St. Joseph's Foundation for the services provided at the rate agreed to in this agreement within thirty days of the receipt of the invoice.

4. Termination:

   4.1 By the School: In the event that St. Joseph's Foundation shall default in performance of any substantive duty or obligation imposed upon it by this Agreement, and such default continues for a period of ten (10) days after written notice thereof has been delivered to St. Joseph's, and the default not cured, then the Principal/or Designee may terminate this Agreement.

   4.2 By St. Joseph's Foundation: In the event that the School shall default in the performance of any substantive duty or obligation imposed upon it by this Agreement, and such default continues for a period of ten (10) days after written notice thereof has been delivered to the School, and the default not cured, then the Company may terminate this Agreement.

   4.3 The right to terminate pursuant to this section shall not limit any other damages or remedies for such breach, which the non-defaulting party may be entitled to under the law.

   4.4 This Agreement constitutes the entire Agreement between the parties relating to the provision of transportation service, and any modification or amendment of the terms and conditions of this Agreement shall not be effective unless made in writing executed by the duly authorized representatives of both parties.

5. This Agreement shall be governed by the laws of the State of Delaware.

Attachment A

STUDENT TRANSPORTATION RFP SPECIFICATIONS AND CONTRACT AGREEMENT

1. Notice is hereby given that a five-year contract for Student Transportation Services for the Providence Creek Academy (PCA) will be awarded to St. Joseph's Foundation. The five-year term of this contract is contingent upon CBA remaining under contract as the education management organization with the foundation. Contract period will be for the school years, 2002/2003, 2003/2004, 2004/2005, 2005/2006, and 2006/2007. If the contract is terminated at anytime during term of the contract, this agreement will revert to a three-year agreement with two (2) additional one-year options to renew at the school's discretion. This document if accepted and signed by the School shall act as the Contract Agreement for required services.

2. This agreement shall be based on the premise that the School/CBA will not be responsible for financing, holding title to, or licensing vehicles. The contractor shall function as an independent contractor.

3. The Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act and all other applicable federal, state of Delaware, and local laws.

4. The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state of Delaware, county, and other local government agencies which may in any manner affect the performance of the contract, and in particular any such laws pertaining to safety. The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice. If Contractor violates any provisions of any such laws, ordinances, regulations, codes, requirements, etc. then this contract may be canceled or voided in whole or in part or sanctions or penalties may be imposed or remedies invoked as provided by statute, regulation, or herein provided. In any event, the contractor shall notify the School immediately upon receipt of any official notice from any of these agencies, which claims Contractor, is in violation.

5. No contract or any part of the same shall be assigned or subcontracted without the written consent of the School, but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

6. Contractor shall keep all equipment used in the transportation of students in accordance with the State of Delaware Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass the State School Bus Inspection. The Contractor shall keep buses in a clean and sanitary condition and open to examination at all times. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the School and without claims for compensation adjustment.

7. All buses or vehicles placed in operation by the Contractor, under this contract, shall be owned and under the control of the Contractor and be equipped with FM 2-way radio system. A radio must be provided to the School's Contact Person.

8. The Contractor must have standby bus drivers available for use if needed. Standby buses maintained in good working condition, shall be available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable.

9. The Contractor agrees that each morning before any school bus is used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles. Records of these inspections shall be maintained for one full year.

10. The Contractor shall establish a system that insures that all drivers check their vehicles for sleeping children prior to leaving their bus after each run. This system shall be comprised of either a 'placard' type system or an electronic system acceptable to the School.

GENERAL CONDITIONS

1. Hold Harmless Clause: The Contractor agrees to Indemnify, hold harmless and defend the School/CBA, its Board and members thereof, individually, and all officers and employees of said Board against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses, and attorney's fees, in any manner caused by, arising from, incidental to, connected with or growing out of the performance of this contract

2. Personnel: The Contractor shall permit the school buses to be operated only by persons holding the required licenses issued to him/her by the State, and holding a valid school bus driver permit issued to him/her by the State of Delaware. Every driver shall follow the normal and usual instructions and requirements of the State of Delaware and the School, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the School as the District may request.

   It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The Contractor will provide the School with access to certain records (or listings of appropriate information) that prove that drivers have had proper background checks, drug screens, etc.

   The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The School reserves the right to request dismissal of any driver who, in their opinion, is not suitable to operate a bus for the School.

   The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, licenses, permit fees, recruitment and any other related fees.

   During the course of this contract, it is possible that some utilization of bus aides may be required. This determination of need is to be a joint decision of the School and the Contractor, with the final decision made by the School.

   The Contractor will allow no person other than students, supervisors, bus company employees, authorized school personnel, authorized parent volunteers, and drivers in training to ride the bus without the consent of proper school officials.

3. Safety Program: The Contractor shall plan and administer a safety program in conformance with State Laws and regulations. All required forms, training records, and items relative to safety, training, should be recorded and kept on file by the Contractor. The safety program must include, but is not limited to, the following

   A. Bus Drivers

      1. All driver/aide applicants must meet acceptability requirements as indicated by the State of Delaware.
      2. All drivers/aides must participate in both classroom and on the road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
      3. All drivers/aides must participate in a defensive driving course as certified by the National safety council
      4. All drivers/aides must be reviewed after thirty (30) days of employment and at least semi-annually thereafter and must annually be given a review course of rules, regulations, safety, and first aid. Records of these activities shall be filed and retained by the Contractor.
      5. All drivers/aides shall participate in a minimum of eight (8) hours of on-going in-service training throughout the year in the form of monthly safety meetings. Aides must be properly trained to address specials need issues.

   B. Students

      1. The Contractor must assist and participate with the School in providing safety programs as needed for its students.
      2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern. There are will be a no standee rule.
      3. Contractor must provide training to the students of the School on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year. Record of evacuation drills shall be provided to the School every October and April.
      4. The bus drivers must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. If not, the School must be notified immediately. The student code of conduct must be adhered to. Contractor and its employees shall adhere to the School's policy regarding student conduct, discipline, suspensions, etc. (A copy of School Bus Discipline we will available to the Contractor once the Contract is awarded)

   C. Hazards

The Contractor shall have available for driver review, all known hazardous sites and situations that exist along those routes operated by the drivers. Such hazards shall contain all railroad grade crossings, poor and hazardous intersections, bridges, etc.

The Contractor agrees that the school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

4. Insurance: Contractor shall carry, pay for, and keep in force, insurance policies with companies licensed to do business in the State of Delaware for comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows: (Bidder shall include with their submittals a letter from a qualified surety that the below named insurance will be supplied as stated)

   State of Delaware limits for School Districts $1,000,000 for bodily injury and death and/or property damage combined single limit for each occurrence.

   The Contractor shall carry Worker's Compensation Insurance in the minimum as specified by law.

   The policies will show as additional named insured: "The Chancellor Beacon Academies, the School, the School Board, individual members thereof and all officers, agents, and employees of the Chancellor Beacon Academies".

   The Contractor shall present and maintain current certificates of insurance from a qualified surety throughout the term of this contract to the School/CBA giving evidence of the insurance coverage.

   Each insurance company shall agree not to terminate their coverage with thirty (30) days written notice to both the School/CBA and Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

5. Routes and Schedules: Contractor will deliver all passengers to such points on the school grounds as the School may, from time-to-time, designate, and shall remove all students from the grounds for return to their home, or other approved addresses, in accordance with the transportation schedules and routes set up by the School and the Contractor, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions. All routes are designed by the School and shall be approved by the School prior to implementation.

   The Contractor shall not permit more passengers to occupy buses than there are seats available, and while vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever.

   Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the School in cooperation with the Contractor. It is the intent that the School shall develop the original routes with both the School and the Contractor working together to keep routes updated and accurate. Drivers are to have an accurate and updated route sheet in their bus at all times.

6. Required Records: The Contractor shall maintain complete and accurate records, including costs and mileage, of all trips provided under this contract, all disciplinary actions, fuel used (as calculated based upon mileage driven), and such other reports that the School may request and/or may be required under all applicable law.

7. Emergency Cancellation of Transportation: The Contractor will follow, independent of the local school districts, the School's procedures for emergency cancellation of transportation in those cases where weather conditions or other situations may preclude the movement of buses. The closing of school shall be the School's decision with input from the Contractor. Contractor's fleet is expected to be prepared to operate under any adverse conditions. The School will endeavor to notify contractor one hour prior to dispatch time provided conditions allow. The Contractor will provide transportation for the School if there was a delay in opening the school for a few hours because of weather.

8. Adjustment of Routes: Whenever the bus requirements change to the degree that adjustment of existing routes do not permit transportation without overcrowding, the Contractor shall provide additional bus (es) as may be required. These additional buses shall be furnished at the same rate of cost as set forth in the pricing page of this contract.

   Absolutely no increase or decrease in the number of buses utilized shall be made without prior approval from the School or his designee. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the School and be included as a part of the written approval for the Contractor to make a change in services.

9. Contractor Not an Agent: The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school but rather an independent Contractor furnishing transportation services for the School.

10. Supervision Of Loading and Unloading: The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pickup and delivery points. Kindergarten through second grade students will only be released into the parent's supervision, unless the School has approved prior authorization. The Contractor will provide full-time office staff that is responsible for reporting of and resolution of transportation problems. Such contact person shall be made known to the School prior to the commencement of the Contract.

11. Student Management: the School shall give Rules and regulations regarding bus passenger discipline to each student and the Contractor. This will be provided to the Contractor once the Contract is awarded.

    When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and description of the situation to his supervisor in writing. The supervisor shall turn in the report to the School no later than the following day.

    Decisions on student disciplinary problems, such as suspensions or expulsions, will rest with the School administrators.

    Vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor, however, the School will assist the Contractor in receiving restitution whenever possible.

12. Operating Expenses/Fuel Cap: The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing, etc. Except as provided for herein, Contractor shall pay all expenses.

13. Contract Conditions/Duration: The Agreement term shall commence on 9/3/02 and end on 6/30/07 (see Section 1 under Specification of RFP on page 2). The term dates are intended to cover each regular school year as well as that year's summer school program (if any). Dates may fluctuate based upon these programs. Such options are to be exercised by the School. Due to varying conditions that may exist over this time period, the School and Contractor shall have an opportunity to discuss these extension rates and negotiate new ones if it is in the School's best interest. Schools may add additional grade level during the duration of the Contract. Appropriate adjusts will be made at the beginning of the School year.

14. Force Majeure: In the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war or civil commotion, strikes or labor disputes, except as described below, the School shall excuse the Contractor from performance hereunder and shall have the right to take over the operation of such buses that the Contractor is prevented from operating, with such employees or other persons as the State of Delaware deem appropriate, until the Contractor is able to resume operation. Payment of contract will be tentatively terminated until Contractor is able to resume legal operation and maintenance of the contract. No portion of the contract costs will be paid by the School for the period of time the Contractor is not able to operate and maintain the contract except that cost which is agreed to for the use of the Contractor's bus fleet which shall be gained by researching those common costs relative to bus leases in the local market.

15. Dry Run/Orientation: Prior to the start of each school year the Contractor shall conduct an introductory orientation meeting for all of its drivers and aides. This orientation shall include a thorough instruction process orientating drivers as to any and all changes for the coming year, school policies, etc. In addition each driver shall drive their respective routes exactly as route sheets indicate for the complete AM and PM portions of the routes and report to their management any problems or concerns that they may encounter. Such orientation may be attended by School personnel and shall take place no later than one week prior to the start of school. The School would also like to offer an open house where the parents can meet their student's driver and the Contractor.

16. This Contract may be amended at any time in a manner mutually agreed to by the School and the Contractor.

17. This agreement is subject to review and approval by Wilmington Trust Company.

18. No party to this agreement may unreasonably withhold their consent and approval of any modifications or adjustments to this contract.

BASIC OPERATING DATA

This service will serve one school building location. The start date for the school year will be September 3, 2002.

Providence Creek Academy – 355 west Duck Creek Road, Clayton, DE 19938, total of 483 students, Grades K-4

(302-653-6276) Bell Time- 8:15 am to 3:15 pm

All students must arrive at the school between 8:00 AM and 8:10 AM. All buses must be at the school for afternoon pick up at 3:10 PM.
Number of bus routes: 8

The School will be charged $41,000 for each route for the school year. The total yearly cost for the school will be $328,000.

In Witness Whereof, the parties execute this Agreement on the date first written above:

FOR THE SCHOOL:		FOR THE CONTRACTOR:	
x:	Jennifer Meekins (SIGNATURE)	>> X:	(SIGNATURE)
NAME	Jennifer Meekins	>NAME:	JAMES G. GILLIGAN
TITLE:	President, Board of Trustees	>TITLE:	EXECUTIVE DIRECTOR
DATE:	August 21, 2002	>DATE:	Dec 14, 2002

STUDENT TRANSPORTATION CONTRACT
Providence Creek Academy

First Amendment, September 18, 2002

The Providence Creek Academy and Providence Creek Services, LLC mutually agree to amend the agreement executed on August 23, 2002 as follows:

Page 4

4. Insurance: Contractor shall carry, pay for, and keep in force, insurance policies with companies licensed to do business in the State of Delaware for comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows: (Bidder shall include with their submittals a letter from a qualified surety that the below named insurance will be supplied as stated)

   State of Delaware limits for School Districts $1,000,000 for liability, (maximum/reasonable) for personal injury protection and (maximum/reasonable) for uninsured motorist protection..

   The Contractor shall carry Worker's Compensation Insurance in the minimum as specified by law.

   The policies will show as additional named insured: "*The Saint Joseph's Project Foundation.* The Chancellor Beacon Academies, the School, the School Board, individual members thereof and all officers, agents, and employees of the Chancellor Beacon Academies".

   The Contractor shall present and maintain current certificates of insurance from a qualified surety throughout the term of this contract to the School/CBA giving evidence of the insurance coverage.

   Each insurance company shall agree not to terminate their coverage with thirty (30) days written notice to both the School/CBA and Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

Page 6

Number of bus routes: *9*

The School will be charged $41,000 for each route for the school year. The total yearly cost for the school will be *$369,000.00.*

In Witness Whereof, the parties execute this Amendment on the date first written above:

FOR THE SCHOOL:		FOR THE CONTRACTOR:	
x:	Jennifer Meekins (SIGNATURE)	>>x:	(SIGNATURE)
NAME	Jennifer Meekins	>NAME:	JAMES G. GILLIAND
TITLE:	Board President	>TITLE:	EXECUTIVE DIRECTOR
DATE:	10-4-02	>DATE:	9/18/02

STUDENT TRANSPORTATION CONTRACT
Providence Creek Academy

Second Amendment, July 16, 2003

The Providence Creek Academy and Providence Creek Services, LLC mutually agree to amend the agreement executed on August 23, 2002 as follows:

Page 6

Number of bus routes: *12*

The School will be charged $41,000 for each route for the school year. The total yearly cost for the school will be *$492,000.00.*

The annual contract amount is to be paid in 12 monthly installments of $41,000.00 beginning July 1, 2003. Each monthly installment is due and payable on the first of each month. Payments not received with in 10 days of invoice will be assessed a late charge of 3%.

In Witness Whereof, the parties execute this Amendment on the date first written above:

FOR THE SCHOOL:		FOR THE CONTRACTOR:	
x:	Jennifer Meekins (SIGNATURE)	>> x:	(SIGNATURE)
NAME	Jennifer Meekins	>NAME:	JAMES G. GALLAGHER
TITLE:	President, Board of Directors	>TITLE:	EXECUTIVE DIRECTOR
DATE:	July 21, 2003	>DATE:	JULY 21, 2003

Food Service Contract

WHEREAS, Providence CreeK Academy Charter School, Inc. and Providence Creek Services, LLC wish to enter into a written agreement regarding payment for and,

WHEREAS, The parties hereto are desirous of reducing their agreement to writing, and

WHEREAS, For and in consideration of the mutual covenants and agreement set forth herein the parties agree as follows:

Providence Creek Academy Charter School, Inc. agrees to pay all invoices directly for food and supplies received at the school as ordered and received by the Cafeteria Manager and to hold Providence Creek Services, LLC harmless from any and all claims by vendors for payment of said invoices.

Providence Creek Academy further agrees to reimburse Providence Creek Services, LLC for the actual cost of employees as invoiced to Providence Creek Academy no less frequently than once a month.

Providence Creek Services, LLC agrees to continue to manage the school's cafeteria and provide food services directly to the school. The duration of this contract shall begin on February 18, 2004 and end at the expiration of the current charter which is on or about September 2005.

IN WITNESS WHEREOF the undersigned agents duly authorized by the respective corporations have set their hand and seal this 18th day of February.

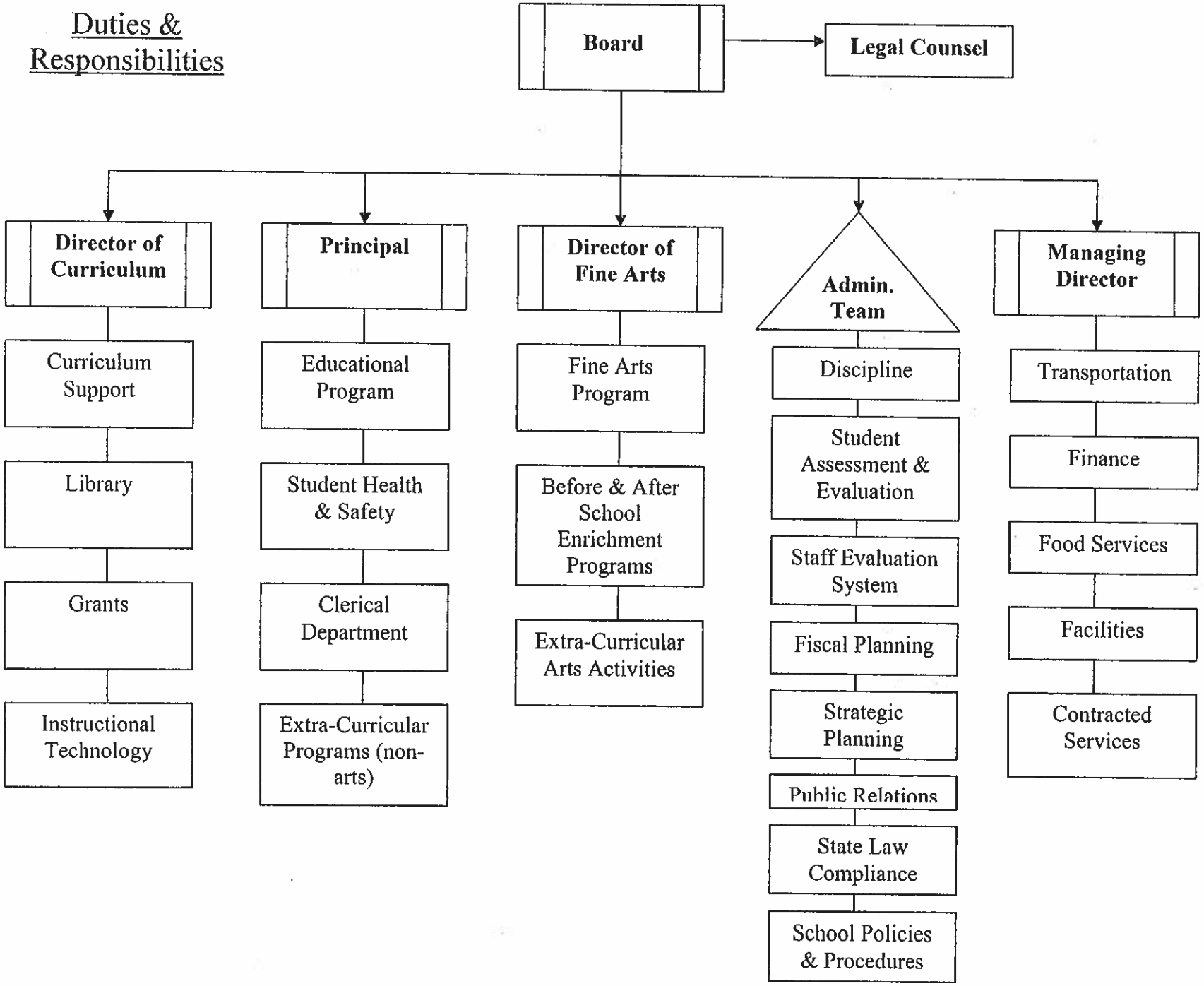
WITNESS

JENNIFER L. MEEKINS, PRESIDENT
PROVIDENCE CREEK ACADEMY
CHARTER SCHOOL, INC.

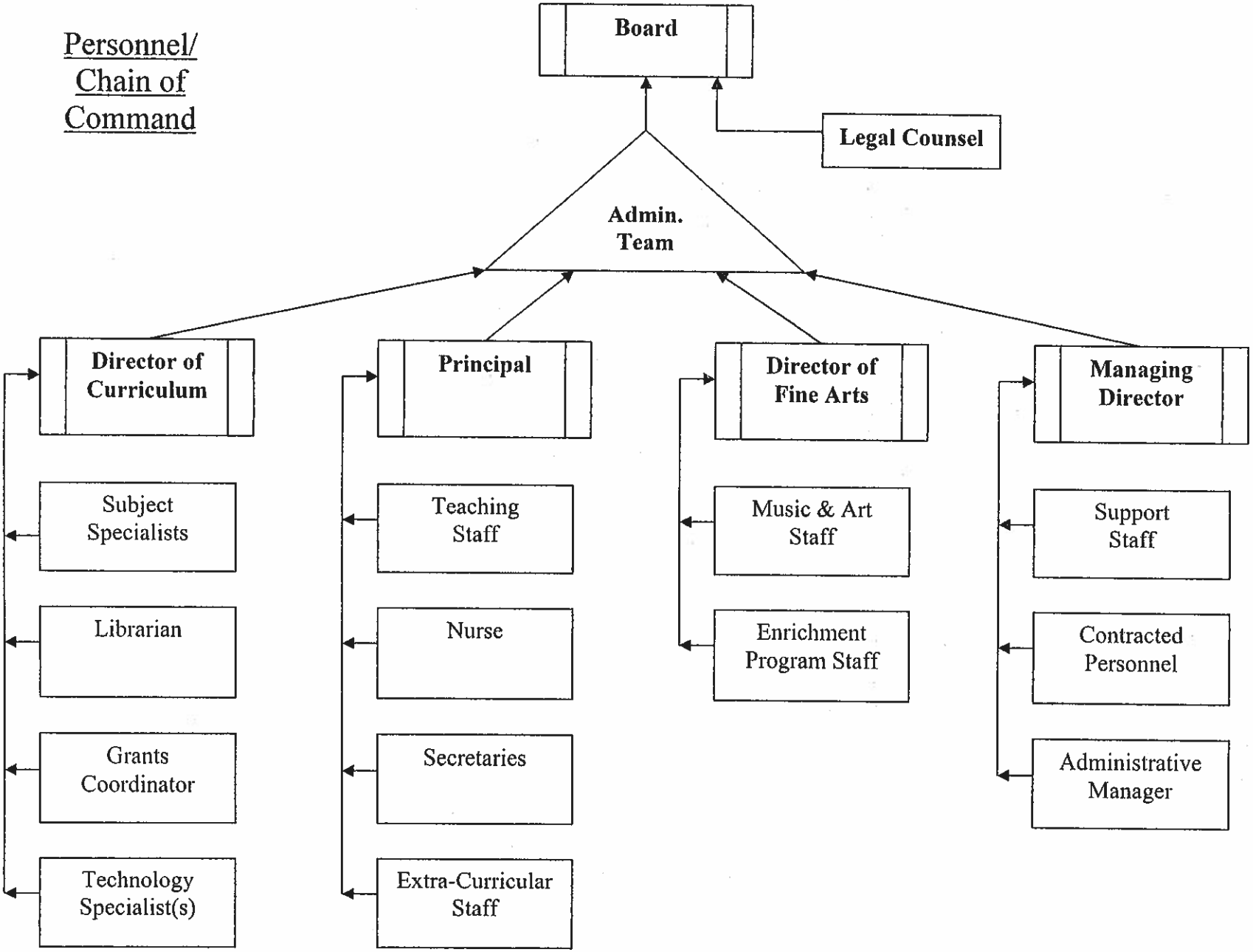
WITNESS

JAMES GILLILAND
PROVIDENCE CREEK SERVICES, LLC.

Duties & Responsibilities



Personnel/ Chain of Command



LAW OFFICES
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HERMAN CUBBAGE BROWN, JR.
ANDRE M. BEAUREGARD
WILLIAM F. RICHARDSON
MARY E. SHERLOCK
BARRY W. MEEKINS
WALTER W. SPEAKMAN, JR.
JOHN R. GAREY

HERMAN C. BROWN
1925-1995
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OF COUNSEL
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P.O. BOX 742
302-856-7361
REHOBOTH BEACH OFFICE
401 REHOBOTH AVENUE
P.O. DRAWER B
302-226-2270

August 13, 2005

10/12/2005 - per t/c w/ Barry Meekins, no additional matters to date that would require disclosure.

Providence Creek Academy
355 West Duck Creek Parkway
Clayton, Delaware 19938
Attention: Charles Taylor, Managing Director

Dear Mr. Taylor:

As per your request, I am providing the following position statement regarding pending and/or anticipated litigation involving Providence Creek Academy Charter School, Inc. (PCA).

As of this date, there are three known cases involving PCA currently pending.

The first case is the matter of James Gilliland vs. St. Joseph's at Providence Creek, Inc., et al. filed in the Superior Court of the State of Delaware in and for Kent County. This matter is covered by insurance with a policy limit of $1,000,000.00 and is currently being defended by Kevin Connors, Esq. who has been retained by Peerless Insurance Company to represent PCA. Estimated value of the claim against PCA is negligible and it is likely that the matter will not survive a currently pending Motion to Dismiss for failure to state a claim. In the unlikely event that the matter does proceed to trial, it is anticipated that the matter will not even begin to approach the policy limits.

The second matter is a case in which PCA is the Plaintiff and is suing in the Court of Chancery of the State of Delaware for equitable relief and money damages against St. Joseph's at Providence Creek, Inc. As with all litigation, there exists the potential of a counterclaim being asserted by the Defendant against the Plaintiff. In this case, however, as yet none has been asserted and the nature of the case indicates that PCA anticipates a positive financial result owing to the nature of the relief requested.

The third pending matter is a claim by a bus driver of Providence Creek Services, LLC, for disability benefits under Workman's Compensation coverage. This matter, likewise, is being defended by insurance counsel for PCA's Workman's Compensation

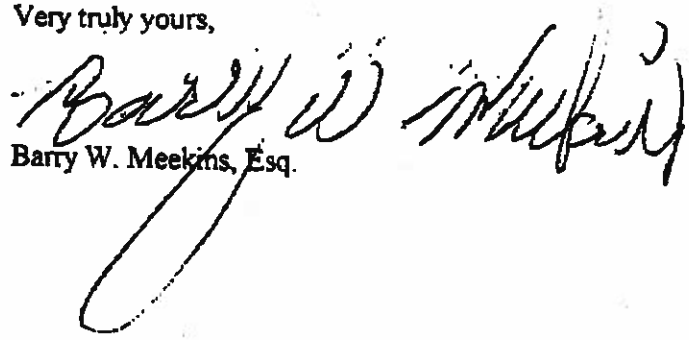
insurance. PCA's Workman's Compensation carrier has retained the law firm of Tybout, Redfearn and Pell to represent the school in this matter. This matter has no hope whatsoever of having any impact on the school inasmuch as the bus driver does not work for PCA and has not asserted a claim against PCA other than erroneously naming it as the responsible party. It is, therefore, anticipated that this matter will be dismissed without any financial impact upon PCA.

Likewise, there are three or four other known Workman's Compensation claims by bus drivers who have wrongfully named PCA as their employer. There is one known appropriate Workman's Compensation disability claim made by a former teacher/employee of PCA. This matter is anticipated to resolve itself within the limits of PCA's Workman's Compensation insurance coverage.

There are no other known or anticipated claims against PCA at this time. Further, since I am house counsel for PCA, there is no outstanding legal fees due to me or my firm.

If I can be of further assistance or if additional information is needed, please feel free to contact me.

Very truly yours,



Barry W. Meekins, Esq.

BWM:bvm

GRADY & HAMPTON, LLC
6 NORTH BRADFORD STREET
DOVER, DELAWARE 19904

JOHN S. GRADY
STEPHEN A. HAMPTON
LAURA F. BROWNING

DOVER (302) 678-1265
SUSSEX (302) 855-1313
FAX (302) 678-3544

October 4, 2005

Office of Auditor of Accounts
ATTN:Laura Beck
Townsend Building, Suite 1
401 Federal Street
Dover, DE 19901

Dear Ms. Beck:

I am in receipt of your letter dated September 21, 2005. As of June 30, 2005, I have been involved in two separate lawsuits in connection with Providence Creek Academy Charter School.

The first lawsuit is a lawsuit brought by James Gilliland against St. Joseph's at Providence Creek, Providence Academy Charter School, individual members of its boards and the PTO. Kevin Connors, Esquire, an attorney in Wilmington, has taken over the representation in that case. There is insurance to cover the claims. The nature of that case is that Mr. Gilliland claims that he was wrongfully discharged. There have been some efforts to resolve the case; however, I believe those efforts will not be fruitful. Currently, there is pending a Motion to Dismiss on behalf of Providence Creek Academy Charter School and many of the individual members.

Mr. Connors is in a better position than I to evaluate the possibility of a financial settlement. Nevertheless, it is my opinion that it is likely that Mr. Gilliland will be successful in his claim. The case will be a very time-consuming and expensive case if it is pursued through a trial. If the case were to go to trial, I believe it would not go to trial for approximately one year. Mr. Gilliland's claim rests primarily upon allegations of slander by members of the Providence Creek Academy Charter School. The defense is that the members of the board had a legitimate right to be concerned about some of Mr. Gilliland's spending. Mr. Gilliland is seeking well in excess of $100,000.00 for his alleged wrongful discharge. I think it unlikely that a court would award him any money. This case is titled Gilliland v. St. Joseph's, C.A. No. 04C-09-042 (WLW).

The second case that is pending is Providence Creek Academy v. St. Joseph's at Providence Creek, CM 1210-K. This is a case brought by Providence Creek Academy against St. Joseph's, alleging that there was a joint venture between the parties and that as a result of that joint venture Providence Creek Academy committed itself to land and

facilities where it is now. St. Joseph's at Providence Creek has filed a Motion to Dismiss on the grounds that there was not a cognizable cause of action. The court denied the motion.

The case is now in the very beginning stages. It involves the entire management and history of Providence Creek Academy and St. Joseph's at Providence Creek. It could be a very lengthy, time-consuming and expensive lawsuit.

To date, St. Joseph's at Providence Creek has taken a very aggressive position that the cause of action by Providence Creek Academy has no merit.

There have been no counterclaims made by St. Joseph's of Providence Creek.

The parties have met once in an attempt to resolve the overall dispute between Providence Creek Academy and St. Joseph's at Providence Creek. That meeting was unsuccessful. It is certainly unclear at this time whether or not the parties will be able to amicably resolve this lawsuit. The gist of the proposed settlement would be that Providence Creek Academy and St. Joseph's at Providence Creek would completely separate themselves out physically and fiscally. There is a petition to remove a lis pendens that is scheduled to be heard by the court on October 12, 2005.

At the present time, there are no bills for services outstanding. There is unbilled time from approximately September 3, 2005, through the present. The estimated fees would be probably less than $2,500.00.

Sincerely Yours,

John S. Grady

JSG:rlw

Equal Employment Opportunity/Nondiscrimination

Equal Employment Opportunity/Nondiscrimination

The Providence Creek Academy Charter School Inc. believes that equal employment opportunities in the school should be available to persons without regard to race, creed, color, national origin, ancestry, age, marital status, affect ional or sexual orientation, genetic information, sex, or atypical hereditary cellular or blood trait of any individual or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer.

Approved by the board of Directors June 23, 2004

Administrative Hiring

All administrative positions will be selected using the same approved format as Board approved. However, the Board of Directors will have direct oversight and involvement in the process. A minimum of two Board members will be directly involved along with the Human Resource Director to evaluate the best qualified candidates.

APPROVED BY THE
Board of Directors July 21, 2004

Providence Creek Academy

INSTRUCTIONAL HIRING PROCESS

CANDIDATE SELECTION

The Paper Screen

Typically, candidates will submit resumes or applications to indicate interest in instructional positions. These should be forwarded to Human Resources. After Human Resources Director receives a candidate's information, the HR Director will "paper screen" the candidate using standardized criteria including previous teaching experience, GPA, extra-curricular involvement, educationally related volunteer experiences, student teaching grades, advanced degrees, multiple certifications, Praxis scores, letters of recommendation, and academic awards. The HR Director will then assign one of the following ratings to each candidate based on paperwork submitted: (0) Unsatisfactory (1) Average (2) Above Average (3) Excellent.

Tracking

Each candidate will be tracked. The following information will be entered: date resume/application received, candidate name, area(s) of certification, and rating assigned by Human Resources.

Candidate's application materials will be filed by certification. In the event that a candidate has dual certification, a copy of that candidate's resume will be placed in each applicable certification file. Without certification, candidates will be filed alphabetically. Application materials will be retained for two years.

FILLING A POSITION

Recruiting

When an instructional position opens, Human Resources will review the applicant files. If there are too few applicants on file, Human Resources may contact universities, refer to other agencies or place employment advertisements to recruit candidates.

The School Paper Screen

When a vacancy occurs, Human Resources will organize a file of all candidates rated "3" (Excellent). In the case where there is not an adequate number of "3s" to examine, candidates receiving a "2" (Above Average) rating will also be included.

The Human Resources Director will review the paperwork and will identify the top candidates to be interviewed. At this time, if any of PCA Directors has identified a strong candidate not included in the packet at the Human Resources Office (i.e. a substitute teacher or student teacher that he or she has observed), the PCA Director should make Human Resources aware that he/she wants this candidate to go through the same interview process as other candidates. Permanent building subs who meet the criteria can also be interviewed.

THE INTERVIEW PROCESS

Human Resources/School Level Screening Process

Top candidates will be scheduled for screening interviews by the Human Resources Director. The interview team will consist of the HR Director, PCA Directors, Grade Level Teachers and Parents. Candidates will also provide any missing application materials at this time.

During the interview process, all candidates for the same position will be asked the same questions and all interviewers will complete a standardized rating sheet for each candidate. Following the interview, candidates may be scheduled to "teach a class" activity to provide an opportunity to observe a candidate's teaching ability. The candidates may also be asked to complete a writing sample. After the interviews are completed, the participants will share their feelings and ratings with one another and choose the "top" candidates. All rating sheets will then be forwarded to the Administrative Team and Managing Director for their recommendation.

After the top candidates have been selected, the HR Director will review references from the top candidates' present and former immediate supervisors. References will be documented on the appropriate form. References will be checked by the HR Director. Upon successful completion of this process, the HR Director will offer the position to the candidate, contingent upon Board approval.

Candidate Response

All interviewed candidates not selected for the position will receive a personalized letter signed by the HR Director thanking them for their interest and letting them know that the position has been filled. This letter will be sent as quickly as possible after the successful candidate is approved by the Board.

Exceptions to the Process

Occasionally a stellar candidate may enter the process mid-stream by submitting materials while the interview process is already in progress. In this case, the HR Director will make every effort to include the stellar candidate in the selection process. This may mean that all of the steps included in this process will be finished in one business day.

PROFESSIONAL APPLICANT CONTRACT CHECKLIST

Candidate's Name_____

Certification_____

Source _____

Position Desired_____

Application Packet

_____Resume
_____ Standard Application
_____ Unofficial Transcripts
_____ Certification
_____ Reference Letters
_____ Clearances
_____ Praxis Scores
_____ Writing Sample

Notes:

_____

_____

Interview Time & Date	Director(s)	Position
1.		
2.		
3.		
4.		
5.		
6.		

Reference: Check performed by: _____
Spoke with:_____

Offer Made/Accepted

Date: _____
Board Approval: _____

No Offer Made

Contacted by: _____
Date: _____

Offer Made/Rejected

Date: _____
Reason: _____

Hold

Contacted by: _____
Date: _____

INSTRUCTIONAL INTERVIEW RATING SHEET

Applicant's Name _____ Interview Date_____

Position(s) Desired _____ Interviewer_____

Rating Scale: 0 (Unacceptable)
1 (Average)
2 (Above Average)
3 (Excellent)

Criteria	Rating	Comments
Relevant experience for this position		
Knowledge of appropriate subject matter		
Knowledge of state standards		
Knowledge of special education requirements		
Knowledge and use of effective instructional Strategies		
Awareness of current educational trends And practices		
Knowledge of child growth and development		
Knowledge and use of technology		
Knowledge and implementation of effective Classroom management and discipline strategies		
Demonstrated ability to work well with other Teachers, Administrators and Staff members		
Demonstrated ability to communicate with parents		
Poise and self-confidence		
Oral expression, voice quality, use of grammar		
Enthusiasm and dedication		
Other abilities		

Do you recommend this person to be hired? Why or why not?

Approved by the Board of Directors June 23, 2004

EMPLOYMENT CONTRACT

1. Purpose
Title 14

Professional employees and temporary professional employees must have an employment contract that is in conformance with the School Code. This policy establishes considerations for these categories.

2. Authority

The Board has the authority under law to prescribe employment conditions for the personnel of the school. Willful misrepresentation of facts material to the employment and determination of salary level shall be considered cause for disciplinary action or dismissal of the employee.

3. Guidelines

It shall be the policy of this school that all professional and temporary professional employees shall execute an employment contract.

The contract shall specify those matters contained in statute for professional and temporary professional employees. For part-time employees of a professional category the contract or Board resolution shall be in accordance with this policy.

The contract or resolution shall include:

the beginning compensation;

term of employment and work period for which compensation will be paid;

a statement of seniority rights, if any.

The Board shall be promptly notified of any controversy that arises regarding any error in the salary paid to any employee.

The Board shall be notified of any misunderstanding arising from the application of a given contract.

APPROVED BY THE BOARD OF DIRECTORS
AUGUST 20, 2003

Providence Creek Academy Charter School
355 W. Duck Road, PO Box 265
Clayton, DE 19938
(302) 653-6276

Date

Dear ,

On behalf of the Board of Directors of Providence Creek Academy Charter School (PCA) I am pleased to extend the opportunity for you to join our staff as a public employee for the position of "Teacher". This letter outlines the general terms and conditions of your employment. Your signature on this offer indicates your acceptance of the terms and conditions described herein and those set forth by the State of Delaware and by PCA.

POSITION: Teacher

LOCATION: Providence Creek Academy, Clayton, Delaware

START DATE:

STATUS: Full Time

EMPLOYEE'S DUTIES: Your specific duties will be as a member of the academic staff of Providence Creek Academy, teaching such classes as shall be assigned to you. You will be expected to exert your best efforts in performing these duties and other related duties, expressed and unspecified, inherent in the teaching profession as from time to time may be required by PCA.

SALARY: As a public employee you will be paid through the State payroll system according to the regular payroll schedule set up by the State of Delaware. Should you remain employed for one year, your salary for that year will be a total of $_____ you will receive in twenty-six pay periods. You will receive a pro-rated share of the stated salary on a bi-weekly basis so long as you remain employed. This position is exempt from the Fair Labor Standards Act, and therefore you are not eligible for overtime pay.

BENEFITS: You shall be entitled to those benefits normally offered by the State of Delaware on the same basis as such benefits are offered to other public school employees with corresponding status and length of service.

POLICIES: Your acceptance of employment means that you agree to abide by PCA's

current policies and guidelines and any subsequent modifications thereof. Policies and guidelines do not create a contract and nothing in this letter shall be construed to the contrary.

EMPLOYMENT STATUS: Your employment is for a period of one (1) year and may only be terminated before the expiration thereof by concurrence of the Board of Directors of PCA.

TECHNOLOGY: PCA will provide you with a computer for business use only. You will also be provided with internet access for business use only. Any non-business use of the equipment is strictly prohibited and therefore it is agreed that there is no expectation of privacy as to any materials or correspondence on this equipment. Any loss, damage, theft of this equipment may be your personal responsibility.

BACKGROUND CHECK: This offer of employment is contingent upon successful completion of a complete background check authorized by you. Any matters disclosed in this background check may form the basis for either the withdrawal of this offer of employment or early termination thereof at the sole discretion of PCA.

COMPLETION OF MANDATORY FORMS: This offer of remains contingent upon your successful completion of all requirements in accordance with the State's Pre-employment screening process including, but not limited to criminal background checks, pre-employment drug screening, background screening, reference checks and validation of appropriate academic credentials. Failure to submit these forms and any others reasonably requested by PCA may result in either a delay in payroll or termination of employment.

NO VIOLATION OF OTHER AGREEMENTS: Your acceptance of this agreement represents and warrants to PCA that the performance of your duties hereunder will not violate or breach any agreement with a former employer, client, or any other person and should a claim arise you agree to hold PCA harmless from any and all such claims.

TERMINATION: Nothing in this offer shall be construed to prevent early termination of your employment by the Board of Directors of PCA at any time. You further agree that you will only be entitled to compensation to the date of any such termination, should it occur.

NOTICE: By signing this offer you agree to provide PCA thirty days advanced notice in writing of your intent to terminate this agreement or you will be responsible for all costs incident to the advertisement, recruitment, training and any other cost incident to obtaining a satisfactory replacement for this position.

EVALUATION: Evaluations will be conducted periodically during the school year by your immediate supervisor and will form a part of your permanent record.

REHIRE: Notice of intent to rehire will be provided on or before May 30, 2004.

CONFIDENTIALITY OF TERMS OF OFFER: The terms and conditions of this offer are confidential and shall not be revealed to any other party without prior written permission. Failure to comply with this condition may be deemed as a basis for early termination of employment.

By signing a copy of this Agreement you indicate your acceptance of this offer and the terms and conditions described herein and acknowledge that no other conditions or terms exist other than those set forth herein.

Sincerely,

President
PCA Board of Directors

I accept the offer of employment and agree to be bound by the terms and conditions set forth therein.

AGREED:_____

DATE:_____

Training and Retention of all Employees

Training:

It is the intent of Providence Creek Academy Charter School, Inc. to ensure all of its employees are up to date with the latest information that is available. When an Employee request training they must seek permission from their immediate supervisor. The Supervisor must verify that the requested training is in the best interest of the School and will benefit the employee as well. If there is cost associated with any training, prior approval must be secured by the Principal or Managing Director.

Retention:

The best interest of Providence Creek Academy Charter School, Inc. is to retain all of its employees. In order to encourage employee retention there must be a safe and rewarding work environment. Therefore, an employee benefit program is in place that entails medical insurance, retirement, education and career development. This benefit plan will be reviewed each year by the Administration and submitted to the Board of Directors for any recommended changes.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

PERSONNEL FILES

1. Purpose

It is necessary for the orderly operation of the school to maintain a file for the retention of all papers hearing upon an individual's duties and responsibilities as an employee of the school.

2. Authority

The Board requires that sufficient records be maintained to ensure an employee's qualifications for the job held, compliance with federal and State statutes, local benefit programs, and conformance with school rules and evidence of completed evaluations.

3. Delegation of Responsibility

All official employee files, as determined by the Board and/or administration, shall be maintained by the Administration or designee according to the conditions of this policy. Only such material as has been properly placed and maintained in the official personnel file of an employee may be used in any disciplinary proceeding against such employee.

No material pertaining to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The material to be signed shall contain the sentence "this signature acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee. The employee must return the material with his/her signature within three (3) working days of receipt. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Managing Director or his/her designee and attached to the file copy.

No material shall be placed in an employee's personnel file until the employee has been given an opportunity to read such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of review on the copy to be filed. The material to be signed shall contain the sentence "this signature acknowledges receipt and in no way indicates agreement with the contents thereof" directly above the signature line of the employee The employee must return the material with his/her signature within three (3) working days of receipt.

The employee shall have the right to comment upon any material filed in his/her personnel file and his/her comment shall be reviewed by the Managing Director or his/her designee and attached to the file copy. The employee must return his/her comments within 10 calendar days.

Upon request by an employee, he/she shall be given access to his/her personnel file. This access shall be granted within two (2) working days of the request as determined by the administrative calendar.

An employee shall be permitted to have material in his/her personnel file reproduced. Such reproduction shall be done in the school office at cost.

Employees will keep their personnel files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergencies, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, and other information needed for personnel administration.

File copies shall not be removed from the offices of the school administration.

A representative of the school administration shall be present at any inspection or reproduction of a teacher's files.

The examination of an employee's file shall be limited to administrative personnel and/or their secretaries. Each file shall contain a record indicating who has reviewed it, the date, and the reason for the review.

All pre-employment data will be filed in the Office of the Managing Director or his/her designee and is not subject to review by the employee.

An employee may make a written request to the Managing Director to expunge or correct specific documents in his/her personnel file. The decision of the Managing Director may be appealed to the Board, whose decision is final.

The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents; it shall not establish any separate personnel file which is not available for the employee's inspection.

Employee records must be kept up to date to include:

Salary data records to include total salary paid for fiscal or calendar year of each year of employment by the School.

Records that show sick leave days earned and used, and the number of days available at any time.

The record of vacation time for those employees whose term of employment provided earned vacation.

The security of records and the protection of the personnel for whom the information is recorded shall be maintained for three years after termination of an employee and a successful audit of such records.

Records will be maintained as outlined 14 Del.C. Section 122(d) 3.0, 3.2 and 3.2.1. Listed as Maintenance of Charter School Personnel Records.

Approved by the Board of Directors August 20, 2003
Revised and approved by the Board of Directors August 16, 2005

PAY INCREASE FOR COMPLETION OF APPROVED COURSE WORK

Providence Creek Academy Charter School, Inc. encourages staff to attend and participate in Professional Growth and Development. All Professional Staff will be entitled to the following pay increase in the beginning of each school year for course work completed prior to the start of each new school year.

Bachelor Degree plus 15 credits $500.00 annual addition to the base salary

Bachelor Degree plus 30 credits $500.00 annual addition to the base salary

One time pay increase is defined as the following; if a person fulfills the requirements as outlined above, the increase will be paid as an addition to the base salary. The increase will continue year to year. If a person's starting salary is $30,257.00 and they met the requirements for the plus 15 their base salary will be increased by $500.00, equal to $30,757.00.

All course work must be approved by the Director of Curriculum and/or the Principal. All staff must complete course work with a passing grade. Course work must have prior approval before pay increase is allowed. Course work completion documents must be submitted to the school personnel office prior to the start of the first day of new school year.

APPROVED BY THE BOARD OF DIRECTORS
AUGUST 19, 2004

PROBATION EMPLOYEES

From time to time employees are placed on probation due to performance, certification, failing to follow Board policy and other guidelines. An employee may be recommended for probation by the Managing Director and the Principal. Approval by the Board of Directors is required.
When the probation process is implemented, the regular scheduled pay increase will be determined by the Board of Directors for affected employees. Employees retain the right to follow the Providence Creek Academy Charter School, Inc., Policy on Presentment of Employee Grievances.

APPROVED BY THE BOARD OF DIRECTORS
AUGUST 19, 2004

SABBATICAL LEAVE

1. Purpose

This policy specifies the manner in which sabbatical leaves for employees will be provided.

2. Authority
Title 14
Sec. 1325

The Board reserves the right to specify the conditions under which sabbatical leave may be taken consistent with law, where applicable.

3. Guidelines

A. Purpose

A sabbatical leave for employees shall be granted for the following purposes:

Professional improvement

restoration of health after a prolonged illness.

B. Eligibility

To be eligible for consideration for sabbatical leave, an individual employee shall have rendered at least seven (7) years of service to Providence Creek Academy Charter School Inc.

C. Application

An application for sabbatical leave shall be to the Board presented in writing at a regular meeting before April 1 for a leave to begin at the opening of the next term and before November 1 for a leave to begin at the opening of the second semester.

D. Commitment of Employee

A sabbatical leave may be taken for the period approved. Compensable employment may not be engaged in while the employee is on sabbatical leave. Acceptance of sabbatical leave incurs a commitment by the employee to return to active duty in this school immediately following said leave of absence for one full school year unless physically or mentally unable to do so.

At the end of such leave, the employee shall present a written report of the sabbatical leave with the Managing Director. This report shall. provide evidence that the intent of the sabbatical leave plan was fulfilled.

E. Commitment of Employer

At the expiration of the sabbatical leave, the employee shall, unless agreed otherwise, be reinstated in the same position held at the time of the granting of said leave of absence.

Time on sabbatical leave shall be counted as time on the job for purposes of seniority, where applicable in the school and retirement fund payments.

APPROVED BY THE BOARD OF DIRECTORS
AUGUST 20, 2003

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL

FACULTY STAFF HANDBOOK

2005-2006

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL BOARD OF DIRECTORS
2005-2006

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FACULTY/STAFF

K	Donna	Arvay	Sp Ed	Melisa	Stilwell
K	Gena	Peronti	Foreign Language		TBA
K	Christina	Knotts	Music	Kelly	Waldron
K	Jill	Mears	Art		TBA
1	Lydia	Creasy	PE/Health	Eric	Beach
1	Megan	Dowty	PE/Health	Sherri	Hanks
1	Jennifer	Fisk	Interventionist		TBA
1	Tarah	Winters	Reading	Catherine	Kuntzi
2	Valerie	Baier	Library	Dawn	Wissinger
2	Lauren	Beasley	Nurse	Cindy	Daniels
2	Robyn	Roberts	Para	Joan	Carpenter
3	Sara	Corcoran	Para		TBA
3	Anne	Groo	Para	Penny	Harper
3	Sarah	Phillips	Para	Rachel	Malandono
4		TBA	Para	Theresa	May
4		TBA	Sp Ed	Marjorie	Knorr-Hayden
4	Mindy	Steele	Financial Manager	Deb	Doyle
5	Joanna	Cobble	Administrative Sec.	Lynn	Cunningham
5	Jamie	Pinder	Secretary	Judy	Blendt
5	Kristin	Leidy	Title I Coordinator/Program Development Specialist	Claudia	Taylor
6	Toni	Garnes	Math/Science Specialist	Beverly	Beck
6	Lorie	Jackson	Social Studies Specialist	Jacqui	Wilson
6	Shawn	Radis	Grounds/Maintenance	Lori	Alberts
7/8 Math	Linda	Aspinwall	School Nutrition Manager	Sandy	Marsh
7 ELA	Elaine	Lambert	7/8 Science	Dick	Wilson
7/8 SS	Rick	Hudson	8/7 ELA	Danielle	Heilig

ADMINISTRATIVE TEAM

Audrey Erschen	Principal
Charles Taylor	Managing Director
Groome Mears III	Director of Fine Arts
Andreaa Spence	Director of Curriculum

SECTION I

GENERAL INFORMATION

I. QUALIFICATIONS AND DUTIES OF THE CLASSROOM TEACHER

A. Qualifications

1. The teacher applicant shall hold a valid teacher's certificate appropriate for his/her assignment and/or be a graduate of an approved college or university eligible for alternative routes to certification. All certificates and license documents must be submitted to the Delaware Department of Education and the DEEDS application completed prior to the first day of employment.

The teacher applicant shall have a sense of mission and purpose about children and their educational potential. The applicant shall be child centered, caring, and committed to the premise that all children can learn.

1. The teacher applicant shall possess organizational skills, the ability to communicate, flexibility, enthusiasm for the teaching profession, a positive attitude and outlook, and a willingness to work with all students at all levels.
2. The teacher applicant shall be knowledgeable in academic areas, learning theories, teaching strategies and have training in classroom management and discipline.
3. The teacher applicant shall be professional in appearance, in manner, and in attitude.

B. Appointment

1. The Board of Directors shall appoint the teacher upon the recommendation of the Administrative Team for a term of not more than the length of the charter and the contract will be considered for recommendation at the regular April meeting each year.

C. The teacher shall be responsible to the Principal or Associate Principal for the performance of all duties.

D. Job Performance Statements

1. The teacher adheres to personal and professional standards of the school and the profession by:
   a) Interacting effectively with each component of the educational setting within the framework of the philosophy and objectives established by board policy consistent with statutes and standards of regulatory agencies, and in accordance with administrative regulations and procedures.
   b) Demonstrating consistent loyalty to his/her school, colleagues, and profession; supporting policies and regulations positively; initiating changes through established procedures; enhancing the profession by his/her personal conduct.
   c) Cooperating effectively with other staff members; being highly positive and supportive in staff relationships.
   d) Actively pursuing a long-range program of professional growth; seeking self-improvement constantly.
   e) Demonstrating a strong sense of responsibility for the total school operations.
   f) Assuming responsibility for and cooperating effectively in the development, evaluation, and revision of the total school program.
   g) Accepting co-curricular activities as an integral part of the school program; supporting a wide range of co-curricular activities; approaching his/her role as activities sponsor with enthusiasm.
   h) Demonstrating empathetic understanding of students and their problems; making effective use of pertinent information about students in suitable teacher/ counseling procedures; working effectively with specialized counseling services.
   i) Working effectively with parents in achieving the objectives of the school; taking initiative to inform parents of student progress; securing cooperation of parents in supporting school policies.
   j) Demonstrating effective identification, planning, and utilization of community resources consistent with the objectives of the class.
   k) Issuing, maintaining and accounting for textbooks.
2. The teacher demonstrates knowledge and application of skills supportive to the instructional environment by:
   a) Beginning instruction promptly, handling material in an orderly fashion, maintaining student attention to appropriate tasks.
   b) Organizing for effective learning activities and aesthetic appeal.
   c) Handling materials in an orderly fashion, insuring that equipment and materials needed for the activity are readily available and that resources used are appropriate to the activity; providing proper care and use of equipment.

d) Having objectives and plans for the day; following prepared lesson plans based on the school's official curriculum and as a minimum the Delaware Content Standards.
e) Using Standard English pronunciation and grammatical rules when speaking or writing.
f) Having teacher-made materials and board work conform to rules of spelling, punctuation and grammar.
g) Ensuring lessons reflect the teacher's sound knowledge of subject matter; responding knowledgeably to student's questions on subject matter.
h) Presenting a strong professional image through manner, voice and appearance.
i) Creating an atmosphere in which mutual respect is evident; enjoying professional association with students.
j) Creating a democratic atmosphere within the classroom; assisting students in developing techniques and skills through teacher-student planning and group discussion and decision-making.

3. The teacher demonstrates the knowledge of and the ability to apply the essential elements of a successful lesson by:
   a) Using an activity to focus student attention, i.e., practice of previous learning, preparation for instruction to follow, motivation, and diagnosis.
   b) Informing the student what they will be able to do by the end of the lesson and why it is important or useful.
   c) Providing information (all related to the stated objective) in a variety of ways, i.e., lecture, films, overhead, board work, lab, group work, etc.
   d) Demonstrating the finished product or process.
   e) Routinely checking for each student's level of understanding of essential information during instruction and before moving on to something else.
   f) Providing opportunities for students to use or apply what they are learning while the teacher is available to assist.
   g) Assigning outside work that reflects the lesson taught, i.e., seat work, homework, etc.
4. The teacher demonstrates knowledge of and the ability to apply appropriate motivation techniques by:
   a) Relating learning activities to student interests; offering varied learning activities; making involvement a part of the learning process.
   b) Appropriately increasing or decreasing student level of concern to maximize attention to the learning task(s) presented.
   c) Using pleasant feeling tones.
   d) Providing consistent and immediate feedback to students.
   e) Setting the tasks at the correct level of difficulty; dividing assignments into short tasks when the objectives presented are difficult to master; replying promptly when students need help.
5. The teacher demonstrates knowledge of and the ability to apply techniques that promote productive student behavior by:
   a) Specifically identifying the behavior being reinforced; varying reinforcers based on individual personalities, learning styles, etc.
   b) Praising students for appropriate classroom behavior; letting students know when they are making progress; varying praise words.
   c) Using negative reinforcement for inappropriate behavior; explaining the appropriate behavior, following a negative reinforcer with a positive reinforcer as soon as possible.
   d) Ignoring behavior that is merely attention getting, if possible.
   e) Using a regular enforcement schedule when new behaviors are being learned; using an intermittent reinforcement schedule when previously learned behaviors are correctly applied.

II. SICK LEAVE

A. GENERAL PROVISIONS

Every person regularly employed by the school is eligible to receive sick leave benefits, depending upon the number of days of service performed each year. Sick/personal leave days are not earned when employees are on leaves of absence, are absent from duty and not using earned sick leave days, or are absent from duty and are receiving worker's compensation benefits. Sick leave is earned when an employee is absent and is using compensated leave under this policy. Persons who work less than 35 hours a week, temporary employees, student workers, and volunteers are not considered regularly employed by the school and are ineligible to receive or use sick leave benefits.

Employees whose employment is terminated for reasons other than retirement or death shall not be eligible for any benefits, which are not mandated by law. An employee's year begins on the first day of that employee's calendar group. Leave days will be earned, accumulated, or used as "sick days", or "personal days". 10 month employees are entitled to 10 days to be used for sick/personal.

DAYS COUNTED AGAINST LEAVE:

01 - Personal illness (Must bring doctor excuse by day 3)

02 - Critical illness of member of immediate family (Must bring doctor excuse by day 3)

03 - Recognized religious holiday
04 - Personal leave - Must have approval of Managing Director

Record keeping Purposes Only, No Effect on Sick Leave
05 - Death a member of immediate family (Limit of 5 working days per death). Immediate family consists of: father, mother, brother, sister, son, daughter, husband, wife, daughter-in-law, son-in-law, parent-in-law, grandchild, relative residing with employee, person with whom employee has resided.
06 - Funeral of near relative (Limit 1 day). Near relative is: first cousin, aunt, nephew, grandfather, grandmother, uncle, niece, brother-in-law, and sister-in-law.
07- Jury Duty
08 - Locally excused (use for professional development), must have approval of Managing Director, Principal, Associate Principal, or Director of Curriculum.

OTHER REASONS FOR ABSENCE
10- Deduct
11 - Workman's Compensation

B. ELIGIBLE USE OF PERSONAL DAYS

If the school principal believes that more than five (5) percent of a school's staff will be absent on the date for which personal leave is requested or if the request is for a date immediately before or after a school holiday or a three day weekend, the principal shall deny the request unless the request is because of an illness of the employee, an illness or the death of a member of the employee's immediate family, a family emergency, or a personal emergency. If an employee experiences extenuating and unforeseen circumstances involving serious personal or financial hardship, the employee may request leave within three working days prior to the date for which leave is sought. If the employee's immediate supervisor determines that approving the use of the leave would not adversely affect classroom instruction, administrative efficiency, or departmental operations, the supervisor may grant the request. Principals may grant the request even though granting it is contemplated to result in the more than five (5) percent of the school's staff being absent on that date or eve though the request is for a date immediately before or after a school holiday or a three day weekend. Denial of the request shall be at the principal's discretion.

C. SICK LEAVE

Employees who are unable to report to work and who wish to use sick leave must notify their team leaders as quickly as possible. Those who do not do so will not receive any sick leave benefits for the absences. Upon receipt, employees shall submit to their team leaders a request for sick leave on the form adopted by the school. In order to be paid promptly for absences, which qualify for sick leave benefits, employees must submit the forms within 5 days of receipt. If the employee were absent for three (3) or more consecutive days for personal illness or for three (3) or more consecutive days for an illness in the immediate family, the request for sick leave shall be accompanied by a "Certification of Illness" from a physician who is duly registered and licensed, a licensed doctor of dentistry, a licensed chiropractor, or a licensed podiatrist. If the employee is a member of the Christian Science Church, the request may be accompanied by an attestation from a Christian Science practitioner.

D. RECORD KEEPING

Records shall be maintained to show the accumulation, use, and remaining balance of each employee's sick leave benefits. Sick leave earned or used is recorded in one-half (1/2) days and whole days only. An absence for two (2) hours shall be recorded as an absence for one-half (1/2) of a day.

E. MISUSE OF SICK LEAVE BENEFITS

Sick leave benefits are funded entirely by the school and are considered when adopting the annual budget and salary schedules. The extent to which benefits can be made available is dependent upon employees using sick leave only for authorized purposes. Sick leave may not be used for any purpose other than as authorized by board policy. Use of sick leave benefits for unauthorized purposes and misrepresentation of the nature of an absence in order to use sick leave benefits constitute work-related misconduct. Employees who engage in such misconduct not only jeopardize the viability of the sick leave program but also risk their employment within the School.

F. TEMPORARY DISABILITY LEAVE OF ABSENCE

The Board of Directors upon recommendation of the Administrative Team may grant a temporary disability leave of absence at any time the employee's condition interferes with the performance of his/her assigned duties. "Temporary disability" is defined as any physical or mental condition of the employee, which would prevent the employee from performing assigned duties. Pregnancy is considered a temporary disability. The maximum length for a leave of absence for temporary disability shall not exceed a calendar year. The

Administrative Team may place an employee on a leave of absence for temporary disability when in his/her judgment, after consulting with a licensed physician who has performed a thorough medical examination of the employee, the employee's condition is interfering with the performance of regularly assigned duties. If the employee does not concur with the Administrative Team, the employee has the right to present the Board of Directors other information relevant to the employee's fitness to continue the performance of regularly assigned duties. The Board of Directors will then decide whether or not the employee is to be placed on a temporary disability leave of absence. Employee requests for temporary disability leave of absence must be submitted to the Administrative Team accompanied by a licensed physician's affidavit confirming the employee's inability to work and indicating the beginning and probable ending dates of the requested leave. An employee who is a member of the Christian Science Church may have a Christian Science Practitioner attest to the employee's disability. The employee must notify the Administrative Team of a desire to return to active duty at least thirty (30) days prior to the desired date of return. The notice must be accompanied by a licensed physician's statement indicating the employee's physical fitness for the resumption of regular duties. The employee will return to active duty if a position is available in an area the employee is certified to hold.

1. Maternity Leave

   The Board of Directors may grant a maternity leave of absence without sick leave benefits to an employee for a period of up to one full year upon recommendation of the Administrative Team. Maternity leave may include adoption. An employee must make written request for maternity leave without sick leave benefits with the Administrative Team at least thirty days before such leave would begin. The employee must notify the Administrative Team in writing of a desire to return to active duty at least thirty days prior to the desired date of return. The employee will return to active duty if a position is available in an area the employee is certified.

2. Sabbatical Leave

   The Board of Directors upon the recommendation of the Administrative Team shall grant a sabbatical leave without pay to qualified personnel for the purpose of study, travel, or for such other purposes as may be approved by the Board of Directors. Written requests for sabbatical leaves must be submitted to the Administrative Team before the effective leave date. Upon recommendation of the Administrative Team, the Board of Directors may grant a sabbatical leave to a contract employee who has not had a sabbatical leave during the seven years immediately preceding. The leave granted shall not exceed one school year. The employee upon return from sabbatical leave shall be restored to his/her former position unless agreed to otherwise.

G. JURY DUTY AND RESPONSE TO SUBPOENAS

When an employee is called for jury duty, he/she shall receive full pay. Time off to serve on jury duty shall not be charged to sick or emergency leave. Upon return to work an employee shall furnish his/her immediate superior a signed statement from the bailiff or other court official verifying the number of days the employee served. Any compensation received from such duty that is in excess of actual expense shall be credited against pay. The rule for jury duty shall prevail when an employee responds as a witness by force of a legal subpoena. The rule shall not apply in instances where the employee is either defendant or plaintiff in a legal action. A copy of the subpoena must accompany the Leave of Absence Form.

H. MILITARY LEAVE

Any regular employee who may be conscripted into the defense of the United States for service training shall be granted a military leave without pay. The employee, upon returning from military leave, shall be offered a position of employment in an area the employee is certified to hold at the adopted salary schedule for that position. The School must receive a written request for reinstatement, and proof of honorable discharge or release from military service, within 90 days from the date of that discharge or release. When short periods of military training cannot be scheduled to coincide with vacation time or during the summer periods, the employee shall be entitled to leave of absence from his or her respective duties without loss of time or efficiency rating or vacation time or salary on all days during which they shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed fifteen (15) days in any one calendar year.

I. FAMILY AND MEDICAL LEAVE OF ABSENCE

See Board Policy

III. CERTIFICATION

All instructional personnel shall have certificates, duly recorded with the Administrative Team, that legally qualify them for the work to which they are assigned, unless otherwise stated by the Board. All certificates and license documents must be submitted to the Delaware Department of Education and the DEEDS application completed prior to the first day of employment. All instructional personnel employed in elementary and secondary schools are expected to keep themselves informed of essential instructional improvements through professional study, group discussions, school visitations and inservice education.

A. Request and Notification for Cancellation or Suspension of a Certificate

The Administrative Team shall notify the Department of Education whenever a certified employee, including a paraprofessional, is terminated by action of the Board of Directors and the termination is related to the individual's commission of an act, which involves:

1. Any form of sexual or physical abuse of a minor child, or any other illegal conduct with a minor child;
2. Possession, transfer, sale or distribution of a controlled substance or illegal drug;
3. Illegal transfer, appropriation, or expenditure of school property or funds;
4. An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit which would entitle the individual to a professional position or to receive additional compensation associated with a position; or
5. Commission of a crime occurring in whole or part on school property or at a school sponsored event.

The Administrative Team shall notify the Department of Education when a certified employee resigns and reasonable evidence exists, which would support a recommendation by the Administrative Team to terminate the employee for one of the circumstances specified above. Before an employee's resignation which requires notice under this subsection is accepted, the Administrative Team shall inform the individual in writing that a report will be made to the Department of Education which may result in sanctions against that employee's certificate. The Administrative Team shall notify the Board of Directors prior to filing the report with the Department of Education. The Administrative Team shall notify the Department of Education when made aware of a certified employee's conviction of any felony, or conviction of a misdemeanor for an act or acts directly related to the categories cited above.

IV. RESIGNATION

Contract personnel choosing to end their employment with the School are required to submit a written notice of resignation for the coming school year no later than 30 days before the first day of the coming school year. The Administrative Team may appoint administrative supervisors as their designee to accept resignations of employees or to dismiss non-contractual employees. The Administrative Team shall be the designee of the Board of Directors to receive and accept resignations. When an employee's resignation becomes effective, the employee shall forfeit all accumulated local sick leave benefits.

SECTION II

ADMINISTRATIVE PROCEDURES

I. Arrival and Departure

Teachers and paraprofessionals are to sign in and out on the roster provided in the main office. Follow the time indicated:

K – 8th grade 7:45 a.m. - 3:45 p.m.

All teachers are responsible for closing their windows, turning off the lights, and locking the door when leaving their room. All rooms should be left neat and orderly. Teachers required to leave the school campus during the school day, by virtue of the nature of the school activity being performed, must notify the building principal or their designee, and must sign out on the main office before leaving. Teachers who need special consideration for leaving the campus before the sign out time should write a brief explanation to the principal in advance. Workdays and building in-service days are to be handled as normal teaching days with regular hours followed.

II. REGULAR DUTY AND SPECIAL ASSIGNMENTS

A. Schedule

Each teacher will follow his/her schedule as assigned.

B. Mailbox

Each teacher has a mailbox. Teachers are to check this box at least three (3) times a day. It is suggested that this be done in the morning when signing in, at noon, or planning period, and when signing out.

C. Voicemail

Each teacher has a voice mailbox. Teachers are to check this box daily. Calls are to be returned within three business days.

D. Class Change

All teachers will be stationed at the door of their respective classrooms as students change classes and as students enter and leave the building. Students in grades K-3 will be escorted by an adult when crossing campus. Students in grades 4-8 may traverse the campus unescorted with a "buddy". No student is to walk the campus alone. Sending teachers of grades 4-8 will watch from the building door as classes cross campus, while receiving teachers wait at the destination building door. Students should be in sight of a teacher. Each and every staff member will be responsible for student conduct in the halls in the immediate area of their duty station at all times.

E. Duty Assignment

Teacher duty time will be determined by the building principal. A duty roster will be given to each teacher and one will be posted in the office. Special duty is a vital part of every teacher's responsibility. It is imperative that each teacher assumes his/her share of the responsibility of a given assignment. Each teacher on duty is responsible for proper student conduct in and around his/her duty station; therefore, close observation is necessary.

F. Teacher / Paraprofessionals Absence Procedures

1. Teachers must call their team leaders between 5:00-6:00 a.m. No calls will be accepted after 6:30 a.m.

2. Teachers and aides must call even if no sub is needed.
3. Teachers should not call the morning of jury duty, a doctor's appointment or a personal business day. Teachers must notify their principals and team leader prior to the day of the appointment.
4. Teachers must call their building principal and team leader by 2:00 p.m. of the day they are absent to inform them whether they will be returning the next day or not.

III. TEACHER PLANNING AND PREPARATION TIME

A. Each classroom teacher is entitled to at least 45 minutes daily for instructional preparation, including parent-teacher conference, evaluating students' work and planning.

IV. TEACHER'S LOUNGE AND WORKROOM

A. The lounge should be used as if it were one's own living room.
B. Each teacher using the lounge will be responsible for seeing that it is kept neat and orderly at all times. This includes placing bottles, paper, and other litter in the receptacles provided.

V. INTER-SCHOOL MAIL POLICY

A. The intended purpose of the school's internal mail system is to facilitate the communication of official business. The system may be used by organizations that engage in activities of interest and educational relevance to students. Such organizations must contact the Principal or his designated representative prior to distributing material through the system.
B. Material which promotes illegal activity, immoral conduct, or which is libelous or slanderous is inappropriate and will not be allowed.
C. Organizations that are concerned with the terms and conditions of professional, paraprofessional, or service and support staff employment may have written material made available to employees of the school by delivering such material to the principal of the school or the supervisor of the building. Such material will be placed by school employees in the appropriate lounges.
D. Organizations, which fail to follow this procedure, will lose this privilege. Material which promotes illegal activity, immoral conduct, or which is libelous or slanderous is inappropriate and will not be allowed. Organizations, which distribute such inappropriate material on school property, will lose this privilege.

VI. STAFF Meetings

A. The staff meetings must be attended by all faculty members. Meetings will be held when deemed necessary. Efforts will be made to notify all teachers in advance when possible to do so. In any case, teachers are expected to be present. Teachers will be required to attend a make-up session for any school staff meeting missed.

VII. TEACHER / PARAPROFESSIONAL ATTIRE OR DRESS

A. The educational environment, by Providence Creek standards, should reflect a more formal setting, and the type of apparel worn by faculty and staff should reflect that fact. Teachers are expected to set a good example for their students and should not allow themselves to become careless in their grooming and attire. Clothing that is obviously inappropriate for school activities must not be worn and the decision of the Principal will determine the appropriateness of dress appearance.
B. Leisure, recreational and athletic type clothing (jeans, shorts, tank tops, tops with emblems, warm-up suits, etc.) are prohibited, as is clothing that exposes the upper thigh, midriff, cleavage, or tattoos.
C. It is permissible for women teachers to wear pants. This does not include jeans or pants made of faded or recycled denim. Capri pants are acceptable if they are part of a tailored pant ensemble, and in the opinion of the principal, represent professional dress.
D. Sleeveless apparel must be covered with a jacket or sweater.
E. Men are to wear dress pants, dress shirts with collars, and ties during the school day. Men are permitted to grow facial hair if it is groomed and well trimmed. Hair must be well-groomed and of moderate length.
F. In keeping with professional decorum, earrings may be worn by female employees only, and ears are the only exposed areas of the body on which pierced jewelry may be worn.
G. Teachers who have shop or art classes must wear professional dress, but may wear a protective coat or smock.
H. PE teachers must wear clothes to school that are appropriate for teaching physical education. Coaches are to be in professional dress while teaching in the classroom.
I. It is permissible for faculty members to dress casually on in-building work days. If attending meetings on other campuses, attire should be as on a regular school day. On staff development days, attire will be regular school day or "Spirit Day" attire.
J. Several times a year, the school will sponsor special days that require unusual dress, such as theme days or project days. Individual teachers may be approved for dress code deviation if it is for a curriculum related activity, such as "Cultural Day" in the foreign language department.
K. The Administrative Team may select a specific day as a school spirit day. On that spirit day the staff may deviate from the Providence Creek Dress Code. It will be permissible to wear jeans, tennis shoes and approved shirts. Jeans should not be unduly faded or contain holes. Pins and other accessories cannot be substituted for the school logo. If you choose not to participate in school spirit day, regular school attire must be worn.

VIII. CLASS INTERRUPTIONS

A. Interruptions of class non-academic activities are to be severely limited. Use of the intercom for other than emergency announcements should be limited each school day. Teachers and administrators are to avoid class interruptions wherever possible. The privilege of planning activities that take students from other teachers' classes is to be reduced and tightly controlled by the principal.
B. Any teacher desiring to take students from class for any activity (fieldtrip) must inform the principal's office, other teachers and staff for such absence in advance, so those affected may plan their work, arrange for students to make up work, and properly account for the student's absence. When away from the classroom, teachers should notify the main office and have a radio/cell phone for contacting the school in an emergency.
C. Teachers are not to use class time to talk with salesmen, parents, or other non-school persons. If it becomes necessary for a teacher to have a conference during his/her class time, the authorization will come through the office and necessary arrangements will be made.
D. Cell phones are not to be used in the classroom other than during planning time. Ringer volume must be turned off so not to interrupt instruction.

IX. PARKING
A. A parking lot has been provided for faculty and staff.
B. All personnel are to park in a designated area.
C. DO NOT PARK IN VISITORS PARKING or in NON-DESIGNATED AREAS.
D. All Staff must park in either the paved lot or the gravel lot. Staff parking is not permitted on the Town of Clayton streets during school hours.

X. ROOM CARE
A. Each teacher has a certain amount of responsibility with regard to care of the classroom. Keep paper off the floor and the desks away from the walls. Initiate classroom discussion of potential student involvement in helping keep halls, rooms, and the entire building clean.
B. General
1. Chairs should be placed on desks or tables at the end of each day.
2. All bulletin boards should be in use with orderly materials that pertain to the subject being taught.
3. The applicable fire code will be enforced.
C. Repair
1. The need for repairs or maintenance to the room, furniture, or equipment should be reported to the Assistant Principal or Principal on the work order form.
D. Keys
1. Extreme caution should be taken at all times to prevent loss of keys. The teacher should not loan a school key to anyone.
2. In the event a key is lost, the Assistant Principal or Principal should be notified immediately and the teacher will be charged a fee ($2.00) to replace the lost key.
3. Keys will be signed for at the beginning of each school year and returned at the end of each year.
E. Inventory
1. Each teacher will prepare an inventory of his/her assigned room in the fall and spring under the supervision of the Assistant Principal or Principal.
F. Cell Phones
1. Cell phones are not to be used during instructional time. Exceptions must be approved by the principal.

XI. FIRE AND EMERGENCY (STORM) DRILL INSTRUCTIONS
A. See emergency plan

XII. STUDENT SOCIALS
A. Social Activities – Lower School
1. Christmas - A one hour party with simple refreshments can be held the last hour of the school day on the last day of classes prior to the holidays.
2. Easter – Pre-Kindergarten, Kindergarten, First and Second Grades are allowed to have an Easter egg hunt on the school campus.
3. Grades Three and Four may observe Easter with appropriate activities. Refreshments may be served to all students the last thirty minutes of the day.
4. Valentine's Day - Valentines may be exchanged by the students.
B. Social Activities – Intermediate School
1. All events and activities must be approved by the Principal and be on the official school calendar.
2. Christmas - A one hour party with refreshments can be held the last hour of the school day on the last day of classes prior to the holidays.
3. Valentine's Day - Valentines may be exchanged by the students.
4. The Intermediate School will have two (2) socials per year for intermediate grade Providence Creek Academy students only.

XIII. FIELD TRIPS

See Board Policy Manual

XIV. EMPLOYEE SPONSORED TOURS / TRIPS

Employees of the Providence Creek Academy Charter School are discouraged from sponsoring student tours/trips on non-school time. School time, materials, and equipment cannot be used to aid in recruiting students for such tours/trips. If Providence Creek Academy Charter School students are recruited for such tours/trips by an employee, the following discipline must be communicated to the parents in writing: "This activity, though sponsored by a Providence Creek Academy Charter School employee, is not sponsored by the school or any of its administration. The School assumes no responsibility for the safety of your child while on this trip nor will it stand good for any financial loss you may incur as a result of this trip."

XV. STUDENT LOCKERS / TOTE TRAYS

Students may be assigned a locker or tote tray for their convenience in storing books and personal belongings.

XVI. VISITORS

A. Parents wishing to discuss problems with teachers should make an appointment with the teacher for a conference during the teacher's conference period. Teachers cannot take time away from their students to visit with the parents during class. Parents wishing to visit a particular class should make arrangements with the teacher at least one day in advance.

B. We do not permit students to bring visitors or friends to school.

C. Persons who come onto our campus and cause a disturbance will be removed from the premises, and prosecuted if necessary.

XVII. CONFISCATION OF STUDENT PROPERTY

Property taken from a student by a teacher becomes the responsibility of the teacher. Should such items become lost before being turned into the office or before being returned to the student, the teacher is financially liable for the property.

XVIII. ACCEPTABLE USE OF COMPUTERS AND NETWORKS

See State of Delaware Department of Technology and Information form

SECTION III

BOOKKEEPING PROCEDURES

PROVIDENCE CREEK ATTENDANCE POLICY

I. Compulsory attendance requirements; evaluation of readiness.

A. Except as otherwise provided, the following provisions are applicable to school attendance in this State:

1. Every person in this State who has legal custody, guardianship of the person, or legal control of a child between 5 and 16 years of age shall enroll the child in a public school in the school of the person's residence.
2. Every person who has legal custody, guardianship of the person, or legal control of a student who is enrolled in a public school of this State shall send the student to the school each day of the minimum school term and to any academic improvement activities required by § 153 of this title.
3. Every student who is enrolled in a public school of this State shall attend the school each day of the minimum school term and any academic improvement activities. A student who has been absent from school without a valid excuse for more than 3 school days in a school year is a truant. A truant and the parent of a truant are subject to the administrative procedures and court proceedings.
4. For the purposes of this section, a child shall be considered 5 years of age if he or she celebrates his or her fifth birthday on or before August 31 of the respective year.
5. Local school authorities may grant exceptions to the above schedule for entry into school if they determine that such exception is in the best interest of the child.

B. The following provisions shall be applicable to the administration of subsection A of this section in regard to compulsory attendance in the kindergarten for a child age 5 years:

1. If a child is a resident of the State at the time of his or her eligibility for admission to the kindergarten at age 5, the parents, guardian or legal custodian of that child may request that school authorities evaluate the child's readiness for attendance and may request a delay of 1 year in that attendance. However, admission to first grade will be authorized only after school authorities evaluate the child's readiness for attendance.
2. If a child was not a resident of the State at the time of his or her eligibility for admission to the kindergarten at age 5, the parents, guardian or legal custodian of that child may request that school authorities evaluate the child's readiness for attendance and on the basis of that evaluation authorize admission to grade 1.

C. Following the tenth unexcused day of attendance by a student in grades 6 through 12 inclusive, the building principal shall notify a visiting teacher of such unexcused days.

D. The following provisions shall be applicable in regard to statewide minimum mandatory attendance requirements in each school year for children in grades K through 5.

1. Following the 10th day of unexcused absence by a student, the school shall immediately notify the parent(s) or guardian and a visiting teacher for the district shall visit the student's home;

2. Following the 15th day of unexcused absence by a student, the student's parent(s) or guardian shall be notified by certified mail to appear at the school within 10 days of notification for a conference and counseling;
3. Following the 30th day of unexcused absence by a student, the school shall refer the case for prosecution;
4. Following the completion of prosecution of the case and the subsequent failure of the student to return to school within 5 school days thereof, the school shall immediately notify the Department of Services for Children, Youth and Their Families requesting intervention services by the Department. The Department shall contact the family within 10 business days.

E. If contacted by the school pursuant to subdivision D1 of this section, each parent or guardian of a student shall sign a contract with the school agreeing they will make every reasonable effort to:
1. Have their child or children abide by the school code of conduct
2. Make certain their child attends school regularly
3. Provide written documentation for the reasons for any absence.

F. Any day of summer school, any session of after school or Saturday extra instruction, or any session of mentoring which a child is required to attend as an academic improvement activity shall be considered a school day or wherever the term school day or its equivalent is used to minimize or punish truancy.

II. Exemption of children from compulsory attendance requirements.
A. A child may be exempted from this upon request of the parent, guardian or other person legally having control of that child when the request is supported by written documentation of a physician, psychiatrist, psychologist or neurologist, as the case may require.
B. The request and documentation shall be addressed to the managing director of the school in which the child resides and, in the case of a child with a disability or disabilities, the child's Individual Education Program (IEP) team, for the development of an educational program and determination of whether a change of placement is necessary to ensure that the child receives a free and appropriate public education.

III. Any disputed decision under this section shall be presented first to the Board of Directors of the school and may thereafter be appealed to the State Board of Education. The decision of the State Board of Education shall be final. In the case of a child with a disability or disabilities, all of the federal regulatory due process procedures of Part B of the Individuals with Disabilities Education shall apply.

IV. Contagious diseases.
A. Any child affected with diphtheria, measles, scarlet fever or smallpox shall be excluded from the school until permission of the proper school officer for the child to return is granted
B. Contact between pupils of the schools and the family or house, when there is any case of 1 of these contagious diseases, must be forbidden until the official permission is given to return to the school.

V. STUDENT ATTENDANCE ACCOUNTING
A. Daily Register of Pupil Attendance
You have a legal and professional responsibility to maintain accurate, current daily attendance records. It is highly important that you discharge this responsibility efficiently, since these records serve as the basis for computing average daily attendance figures on which state funds are distributed.
B. Record pupil absences in the following manner:
1. Attendance is taken on-line. Directions will be provided by office staff.
2. The official attendance will be taken at 8:00 a.m. for all classes.
3. Teachers may mark students tardy until 8:10am. After that time students entering class must have first checked into the office and present an admit slip to the teacher.

C. September 30 Count Instructions
1. You have received a roster with your homeroom students listed on it. This form is to be filled out carefully in ink. The legend is listed at the bottom of the page.
2. On the first day the student is in your classroom, mark the student with an E. This includes the first day of school, the first day a student transfers to your classroom, or the first day the student enters school other than the first regular day of school.
3. If a new student enters your homeroom, add him/her NEATLY to the list and mark the first day in the homeroom with an E.
4. After the first day of entry, if the student is present in homeroom, mark the student with an X
5. If you receive official notice from the office that the student has withdrawn, the student should be marked with a W.
6. If a student gets moved from your homeroom to another homeroom, you would mark the column with a T on the day of the transfer.
7. If you have any verbal information about missing students, please attach something in writing when you turn this form in daily.
8. Please sign your form in ink at the bottom of the sheet.
9. If you have any questions please ask Judy Sinex or Lynn Cunningham.

VI. GRADE BOOKS

Adequate grades and evaluations should be maintained on students at all times. These grades should be kept in a grade book or an electronic format and should be recorded showing the work each grade represents. Each teacher should record weekly evaluations on each student, with a minimum of two grades per week on average. Teachers are required to turn in grade books at the end of each year. Teachers recording grades electronically must follow these same guidelines with a hard copy submitted to the principal at the conclusion of the year.

VII. DAILY / WEEKLY LESSON PLANS

A. Planning of daily lessons will be required of each teacher regardless of the course taught. Any subject or activity that can be taught can be taught more effectively where careful planning has been done prior to commencing to teach.

B. Plans should be made with all teachers in a given department working cooperatively for each subject taught within the grade/department so that:
   1. All teachers will know what each of the other teachers will be covering.
   2. Teachers teaching the same subject will be covering the same areas. Each will use his own special techniques and procedures in presenting the same thing.
   3. Each teacher will have the benefit of the thinking of every other member of the grade/department as to the topic on which emphasis should be placed.
   4. Students working with different teachers in the same grade level will benefit from the experiences of all teachers within a grade/department.
   5. Audio-visual aids available may be utilized more effectively.
   6. Teachers will be able to cooperatively evaluate the results and accomplishments of students in a given grade/department.
   7. All videos used in the classroom must be included in the daily plans and approved by the Director of Curriculum, Principal, Associate Principal or designee using the video tracking form.

C. All guest speakers must be approved by the Principal and placed on the activity calendar one week in advance.

D. Individual plans for daily lessons will be completed by each teacher for at least one week in advance.

E. The Principal, Associate Principal, and/or the Director of Curriculum will review your plans.

F. The lesson plans will be readily available for use by a substitute in the event the teacher is absent for any cause.

G. Three (3) days emergency lesson plans shall be written and placed in a prominent location no later than September 30th of each school year.

H. Lesson plan books are auditable records and must be turned in to your school Principal at the end of the year.

VIII. TEXTBOOKS

A. Teacher - General Responsibilities
   1. Must keep an accurate record of all textbooks received and issued to students.
   2. Must keep a record of the accession number (textbook number on the inside cover) for all books issued to each pupil.
   3. Ensures that all textbooks are covered at all times.
   4. Conducts periodic textbook inspections as required by the principal.
   5. Must notify the parent when first becoming aware of a textbook that is lost, destroyed or damaged.
   6. An obligation slip should be turned in to the team leader on each lost book.
   7. Must return all surplus textbooks to the bookroom. Surplus textbooks are defined as any extra textbooks in the classroom.
   8. Must return all textbooks to the bookroom at the end of the year or the end of the course, for purposes of inventory.
   9. Must check the textbook number and condition of the textbooks as they are returned by the students.

B. Student/Parent or Guardian - General Responsibilities
   1. Must keep textbooks covered at all times.
   2. must ensure proper use and care for all textbooks
   3. Must return textbooks at the close of school or the end of the course or at the time the pupil withdraws
   4. Must reimburse the school for any lost, destroyed or damaged textbooks issued to that student
   5. Must enter his/her name inside the front cover of the textbook.

C. Textbook Fines

The Board of Directors of a school is the legal custodian of textbooks purchased. Each textbook must be covered by the student under the direction of the teacher. A student must return all textbooks to the teacher at the end of the school year or when the student withdraws from school. Each student, or the student's parent of guardian, is responsible for each textbook not returned by the student. A student who fails to return all textbooks forfeits the right to free textbooks until each textbook previously issued but not returned is paid for by the student, parent, or guardian. The School shall allow the student to use textbooks at school during each school day.

   1. Fines
      a) The collection of fines for damaged textbooks is strictly local policy. Money collected for abused books in the form of fines is retained by the school.
      b) Damages % of Cost of Book

(1) Torn pages 25%
(2) Ink and/or pencil marks:
(i) Minor $1.00/page
(ii) Major 25%
(3) Loose bindings (due to misuse) 50%
(4) Missing pages 100%
(5) Obscenities (drawn or written) 100%
(6) Damages that prevent re-issuing book 100%

c) If a student pays for a book in full (100%), he/she is entitled to keep that book. The campus textbook custodian must write on the inside cover:
PROPERTY OF: (student's name)
PAID FOR ON: (date)
SCHOOL NAME:
SIGNATURE OF Principal/Designee

IX. SCHOOL FUNDS

A. In order to make any purchase involving school funds you must submit a completed "Principal's Supply Approval Request" form along with a written/typed order for approval. The Principal will submit to the school office for ordering. It is necessary to have the vendors name, address, phone number, and EIN number on the form. Orders requiring purchase order will be handled by the school office and the Finance Manager.

B. All trip and fundraiser monies should go through the school account unless directed otherwise. All fundraisers must be approved by the Principal.

X. ACTIVITY CALENDAR

A. An overall plan showing activities for the year (i.e., fund raising projects, special events, use of the cafeteria, and other important dates) will be kept on a master calendar available in the office.

B. All teachers scheduling such events must check with the administrator/office personnel who is in charge of the activity calendar.

XI. ANNOUNCEMENTS

All announcements should be written or e-mailed and turned in to the principal the day before they are to be announced.

XII. BUDGETARY PROCESS

All teachers have the opportunity to have input in the development of their school budget within their grade level or subject area. The building principal will meet with the faculty to discuss the budgetary process and meeting grade level or department needs.

XIII. CORRIDOR PASS

A. No student should be in the halls without a corridor pass. This form is to be used every time a student leaves your room, except at the period change.

B. This form MUST be filled out completely, and IN INK.

C. Exception: Sickness or an emergency will not require a corridor pass.

D. Do not leave any corridor passes lying around on your desk and do not sign any in advance.

E. Do not send students to pick up these passes for you when you run out. Additional passes are located in the main office, and office personnel will give them to you.

SECTION IV

ACADEMIC INFORMATION

I. GRADING POLICY (Policies described are minimum school policies. Individual teachers may have additional requirements.)

A. Grade Reporting

1. Students will receive report cards at the end of each nine-week period.
2. These report cards must be signed by the parent and returned.
3. If a student receives below "70" in any class on the report card, the parents will be notified of the need for a conference with the teacher who issued the failing grade. All conferences must be documented by the teacher.
4. At the midpoint of a grading period, teachers will send progress reports home on every child.
5. Teachers will phone parents of only those students who do not return their progress reports signed.
6. A teacher will phone parents of any child who begins to fail after progress reports are sent home.
7. If the parent cannot be contacted by phone after reasonable attempts, a letter must be sent informing the parent of the child's progress.
8. Error in notification will not constitute a change in the grade.
9. The teacher will keep accurate grade sheets each nine weeks.

B. Grading System

1. All grades below 70 are failing.
2. The following grades will be reported:

93-100 A O- Outstanding
85- 92 B S- Satisfactory
77- 84 C N- Needs Improvement
70- 76 D
0- 69 F

II. MAKE-UP WORK

A. Students with excused absences are to be allowed to make-up all work within a reasonable time following their return to school. A student absent only one day should be able to make-up his/her work in one school day. Students with a lengthy absence should have arrangements made with the teacher. No penalty is to be attached to make-up work for any excused absence.

B. The principal may approve make-up work for a student with excessive absences. No penalty is to be attached to make-up work assigned/approved by the principal.

C. When a student is truant, the work missed can be made up with 70 being the highest possible grade obtained.

III. TUTORIALS

A. School may provide tutoring to any student that fails one subject on a nine week report.

B. Transportation may be provided for students to return to their neighborhoods.

IV. SUBSTITUTE TEACHER

A. The substitute teacher depends upon the regular teacher to keep the substitute's needs in mind.

B. Seating Charts - Seating charts that are complete and correct are a substitute's greatest aid.

C. Lesson Plans - The lesson plans that a teacher leaves often reflect his/her consideration for students and for the substitute. Discipline problems are generally minimized when quiet work is assigned. Checking exercises, etc., that are unfamiliar to the substitute is often an opening for control problems. Three days emergency plans must be completed with location of those lesson plans made known to team leaders by the end of September.

V. PROMOTION / RETENTION / PLACEMENT

A. In order to be promoted, students must meet all of the following criteria:

1. Complete grade level requirements in reading and mathematics with an overall average of 70 or above.
2. Achieve an overall grade average of 70 or above in language arts, science, and social studies.
3. In exceptional cases, placement of a student at the appropriate grade level may occur with the approval of the Principal.
4. A student who has failed both reading and math will not be eligible for promotion through the summer school program.

VI. Honor Roll

A. Excellence in education is a goal that every school system strives to accomplish. Each nine-weeks, students in Providence Creek Academy are recognized for their academic excellence by their selection to the Honor Roll.

B. The Providence Creek Academy Charter School uses the following honor roll guidelines:

1. High Honor Roll - Students receiving A's in all academic areas.
2. Honor Roll - Students receiving A's in all academic areas OR receiving all A's and one B; receiving all A's and two B's; or any combination similar to the aforementioned in all academic areas.

VII. SPECIAL EDUCATION

Consideration of a student's need is initiated by contacting the Child Study Team (CST). A referral may be made by the regular classroom teacher, parent or guardian, community agencies, physician, other school personnel, groups, organizations, or other appropriate individuals. Verbal communication with the parent is initiated by the teacher or appropriate school personnel and should result in recommendations to alleviate the problem. The results of this conference should be recorded in an intervention plan by the CST. If, after a reasonable length of time, these recommendations show no results, then an additional contact is made. At this time, the student's progress is discussed. Further recommendations are formulated or an agreement with the parent is made to refer the student for screening. The results of this conference should also be documented per school policy. There must be a minimum of two parent contacts concerning the educational problem except in the following situations: referral by the parent or agency, speech therapy/no indication of other problems, early childhood, deaf, or visually handicapped. Upon determination by the CST that further evaluation is indicated, the referral process has begun. The teacher has five days to complete all portions of the referral packet and return it to the designated person. When a child qualifies for special education services based upon guidelines, the mandates of IDEA are implemented.

VIII. LIBRARY MEDIA CENTER

The resources and services of the Library Media Center (LMC) are readily accessible to all students and teachers.

A. The LMC houses a variety of printed materials including:

1. Nonfiction books, which provide background information for each subject taught and for every unit, covered.
2. Standard reference books, such as encyclopedias, almanacs, atlases, and other sources of information.
3. Periodical literature consisting of magazines and a variety of daily newspapers.
4. Recreational reading material.

B. The LMC maintains an audio-visual collection consisting of:
   1. Software materials such as slides, study prints, transparencies, cassettes and records, Videocassettes, and computer software.
   2. Equipment such as overhead and opaque projectors, cassette players, CD players, listening centers with earphones, computers, and videocassette recorders.

C. The LMC is the center of media production within the school, providing:
   1. Photocopies
   2. Cameras for video recording
   3. Computers and printers for multimedia presentations/desktop publishing

D. Each Library Media Center can provide educational opportunities for whole classes, small groups, and individual students. Included are:
   1. On the spot assistance in locating information.
   2. Hands-on experience using all types of audio-visual materials, including those which have been commercially prepared as well as those which have been made by teachers.

E. The Library Media Specialist will help plan and implement instruction in the Library Media Center where successful learning activities are based upon:
   1. Worthwhile assignments, which are related to the curriculum and the student's personal interests.
   2. Assignments that have been adjusted to the student's ability, the time allotted, and the available resources.
   3. Cooperation between the Library Media Specialist and each individual classroom teacher learning objectives.
   4. Thoroughly prepared students who:
      a) Understand the assignment and its objectives.
      b) Know which area of the LMC has been reserved for them.
      c) Bring the supplies they need.
      d) Behave properly in the LMC.

Student Code of Conduct

It is our expectation that the all of our students will make every effort to be responsible and self disciplined. We also understand that situations will arise that will require intervention to assist some students in making positive choices. While there is not a set of guidelines that will address all situations, it is our goal to set forward a system that will allow students and staff to have a consistent approach to daily management of misconduct.

Level One offenses: These behaviors are common behaviors that may occur in the classroom. It is the expectation that the classroom teacher will manage all of these behaviors successfully.

Level One Offenses	Level One Consequences
• Failure to follow classroom rules • Inappropriate use of language • Minor Disruptions of class and common areas • Failure to complete work in a timely manner • Not being prepared for class • Dress code violation • Minor disrespect to peers and staff	• Teacher and Student conference to encourage the correct behavior **And**, • Student will apologize (written or verbal) **And/or one** of the following: • Student will take a time out to reflect on his/her behavior. (Recommend one minute per year of age) • Repetition of desired behavior (i.e. walking quietly in halls, lining up quietly) • Utilization of classroom discipline policy

Level Two Offenses: These behaviors are more serious in nature and will be addressed by the classroom teacher and parent.

Level Two Offenses	Level Two Consequences
• Repeated Level One offense (3+) • Severe Disruption of class • Dishonest behavior • Leaving area without permission from teacher • Severe Disrespect toward peers or staff (i.e. use of profanity and insubordination) • Cheating (1st offense)	• Parent notification **And,** • Written or Verbal apology, **And one** of the following: • Appropriate community service • Teacher lead detention • Behavior plan addressing specific behavior

Level Three Offenses: These behaviors are considered most serious and will be managed by the classroom teacher, parents, school administration, and when indicated local law enforcement.

Level Three Offenses	Level Three Consequences
• Any unwanted physical contact • Theft • Cheating (2nd offense) • Forgery or plagiarism • Verbal/Written threats of harm • Intimidation of peers or staff • Sexual harassment • Fire setting • Setting a false alarm (fire or bomb) • Possession of any type of weapon • Alcohol, Drug, or tobacco possession or use	• Written or verbal apology, **And** • Conference with teacher, parent, and administration, **And** • Community service project, **And one** of the following: • In- school suspension (when available) • Suspension from school for (1-10 days) • Alternative Placement or Expulsion • Filing a report under the guidelines of House Bill 322

Definitions and Procedures:

Time Out

A student's removal from a group activity to offer an opportunity to reflect on his/her behavior and its effect on the classroom. It is recommended that the duration be age appropriate. The student must remain in view of the teacher or be placed in another teacher's classroom during his/her time out.

Teacher Lead Detention

After a Level Two offense, a teacher may choose to have a student stay after school from 3:15pm to 4:00pm under the supervision of the classroom teacher. This time may be used to write an apology, complete community service, or other appropriate consequences. Each teacher will designate a day when he/she plans to schedule detentions. Parents must be given two days notice prior to detention being served and confirm the date with the teacher in writing by returning the signed detention notice. Failure to attend detention will result in further disciplinary action. Except for medical absence from school, no other excuse will be accepted.

Community Service

A student may be asked to complete a community service project as part of a consequence. The purpose of this project is the help the student make amends to his/her school community by offering something positive to others. Community service may include simple household tasks (i.e. sweeping, straightening shelves, assisting another student, light lawn work, art projects, etc.) At no time will a child's wellness, safety, or educational time be compromised while completing service to his/her community. After school detention time may be assigned to complete community service.

In- School Suspension

After a Level Three offense the teacher, parent and/or administrator may assign in-school suspension for a period of not more than three days. Either the administrator or his/her designee will supervise the student through the day. The student will be required to be picked at 4:00pm every day during his/her school suspension. From 3:15-4:00pm, he/she will complete a community service project. They will be excluded from group activities and expected to stay on task and complete assignments that will be supplied by the student's teacher. Prior to returning to class, the student, teacher, parents and administrator will meet to discuss expected behavior and goals when returning to the classroom. This is only an option when staff is available.

Out-of-School Suspension

Out-of-school suspension may be short term or long term depending on the severity of the offense. This consequence means that the student has lost his/her privilege to attend school and to be on school property for any reason. During the suspension the student may not attend any activities on school property. Prior to returning to school, the student, parents, administrator and teacher must meet to discuss expected behavior and sign a behavior contract that reflects the student's commitment to the school's code of conduct.

Expulsion

Providence Creek Academy Charter School has a zero tolerance policy for behaviors that endanger students and staff. Alternative placement (depending upon age), or expulsion is the final step in limit setting when other consequences are not severe enough for the offense committed. Expulsion is the most serious consequence and will only be applied after a hearing with the school board, parents, teachers and administrator. Expulsion is the permanent removal of a student from school. Once a student is expelled he/she may not apply to another public school during his/her period of expulsion. When required by law (assault, extortion, offensive touching, terroristic threatening, and possession of controlled substance or weapons), the local police will be notified of a student's infraction and House Bill 322 will be filed as required by law.

Appeal Process

A student may appeal any long-term out-of-school suspension (greater that five days), alternative placement or expulsion. Any appeal must be submitted in writing to the school administrator within 48 hours of original disciplinary action. The school board will convene as soon as reasonably possible and provide a written response to the student. All appeals outside of the time frame must be addressed to the State Board of Education.

TIPS FOR GOOD DISCIPLINE

A. Teachers have two discipline responsibilities: First, to help pupil's learn that they are responsible for their behavior; second, to provide a good learning situation. Neither of these can be taken lightly, because a teacher's success depends upon the effectiveness with which they are managed. Methods designed to prevent undesirable behavior are more effective than those that correct mistakes. Positive forces are generated where class activities are organized to keep pupils constructively busy with purposeful, enjoyable work during the class time. Positive methods of control include:
   1. Careful planning of class work. Planning for and teaching children at their own instructional level, reduces frustration.
   2. Establishing classroom procedures so students know expectations.
   3. Expecting observance of school policies.
   4. Being consistent in the application of school and class rules.
   5. Monitoring the classroom continually.
   6. Keeping students on task.
   7. Giving clear directions.
   8. Giving specific instructions to students.
   9. Using a variety of teaching strategies.
   10. Speaking clearly and enthusiastically.
   11. Reinforcing appropriate behavior.

B. PARENTAL INVOLVEMENT PROMOTES BETTER EDUCATION/DISCIPLINE
   Parents are encouraged to be involved with their child's education. Good cooperation and communication between home and school will result in better education. Parents and teachers are, therefore, encouraged to make appointments as needed. One of the best ways to get to know people and keep people informed is the parent-teacher conference. The following suggestions should be helpful in planning parent-teacher conferences.
   1. Review the pupil's records and make definite plans for the conference.
   2. Schedule a specific time for the conference in a setting of privacy and confidence.
   3. Have the pupil's records and samples of his work to show to the parents.
   4. Ask questions of the parents concerning the pupil's interests.
   5. Be objective in attitude when expressing the pupil's strengths and weaknesses.
   6. Ask the parents for suggestions and give constructive suggestions of your own to help in the pupil's development.
   7. BE AWARE OF THE IMPORTANCE OF THE PARENT LEAVING THE CONFERENCE WITH A POSITIVE ATTITUDE ABOUT HIS/her CHILD'S NEEDS AND HIS/her DEVELOPMENT.
   8. One or more conferences during each school year between a teacher and the parents is required if the student is not maintaining passing grades or achieving the expected level of performance or presents some other problem to the teacher or in any other case the teacher considers necessary.
   9. If a student receives an "F" in any class on any nine-week report card, the parents will be notified of the need for a conference with the teacher who issued the failing grade. The parent must be given the option of two or more dates for the conference. All such conferences must be documented by the teacher.

Student Dress Code

Pants

Regular straight leg, ankle length, docker, chino or cargo style khaki or navy blue dress pants must be worn. Corduroy, denim, wide legged, baggy, stripes, logos or designs of any kind are not allowed. Pants are to be worn at the waistline. Loose fitting pants or those hanging off the waistline are not acceptable. Undergarments are not to be visible. Midriff or bottom can not be exposed, no skin.(i.e., no stripes, logos or designs of any kind are allowed.)

Shorts

Shorts may be worn in khaki or navy blue and must be 2" above or below the knee.

Shirts

Short or long sleeve collared shirts, button up or polo style in white, navy or light blue only are required. Dark purple will be available for purchase. Turtle neck or mock turtle neck are permitted if worn under a collared shirt or sweater. Undergarments are not to be visible. Any "under" shirt must be white with no design, logos, etc. (i.e., no stripes, logos or designs of any kind are allowed.)

Sweaters

The dress code allows four colors, white, navy blue, and light blue crewneck, v-neck, cardigan or vest. Collared shirt or turtle/mock neck must be worn under the sweater. No sweatshirts or hoods allowed. (i.e., no stripes, logos or designs of any kind are allowed.)

Skorts/Skirts/Capris

Skorts, skirts, or Capri's must be khaki or navy blue in color and stay within the pants/shorts guidelines. (i.e., no denim, corduroy, cargo, baggy, stripes, logos or designs of any kind are allowed.)

Shoes

The type/style of shoes is optional. Sneakers are permitted but must be clean and in good condition. Sandals may be worn but must have a strap on the back. No flip-flops are allowed.

Socks

May be white, navy, black or brown.

Stockings

May be navy, white or tan. Stockings must be plain, with no design, stripes or logos. Thigh highs are not acceptable.

Belts

Grades K-3rd: Blue, black or brown belts are optional

Grades 4th -8th: Shirts must be tucked into pants (excluding polo's) and a brown, black or blue belt must be worn.

Jewelry

The only jewelry permitted will be simple studs or small hoop earrings. No more than two earrings per ear are allowed. Ear clips, nose rings, or other body piercing is not allowed. Necklaces may be worn outside the shirts, but must not cause disruptions

Hair/Makeup

Students must keep their hair neat and out of their eyes. Students may not wear drastic hair colors or styles. Makeup that is distracting to the learning environment is not allowed.

Andrea Spence

From: Kotz Mary Ellen [mkotz@DOE.K12.DE.US]
Sent: Tuesday, August 02, 2005 11:28 AM
To: Andrea Spence
Subject: RE: Mentoring Program Questions

These systems were designed to compliment each other. I would not expect the new teachers to do the portfolio and/or the journals as that is part of the process for them in mentoring. The mentoring program is required of all public school teachers including charter schools. It is a licensure requirement, so they must take part in that. As a trainer who has worked directly with Charlotte for many years I would be glad to discuss this with you. Mentors would have more training in the system and that should be a positive for them.

You are probably aware that the new DPAS II system is based on what you are implementing. With the exception of the portfolio these are the same requirements set up in our system.

From: Andrea Spence [mailto:aspence@pca.k12.de.us]
Sent: Tuesday, August 02, 2005 10:25 AM
To: Kotz Mary Ellen
Subject: Mentoring Program Questions

Hi Mary Ellen,

I hope your summer has been a positive and productive one! I have been quite busy here at Providence Creek Academy this summer. One of my job duties here is to be the mentoring coordinator for PCACS. I wanted to get in touch with you regarding mentoring activities, schedule, and requirements.

I have looked on the DOE website and have gone through the mentoring site and have a question relating to the mentoring Pathwise Framework Induction Program. This year PCA plans to implement a comprehensive appraisal system based on Charlotte Danielson's Framework for Teaching. It is quite an excellent model covering many areas of effective teaching. My question is, do you think we will be requiring too much for our mentors/mentees (comprising all of our teaching staff!) as they will be involved in the mentoring program Pathwise framework in addition to our appraisal system which includes:

i. Formal Observations
ii. Unannounced Observations
iii. Informal Interactions
iv. Professional Growth Portfolio
v. Journals
vi. Summative Performance Review

I realize that's quite a loaded question, but I want to make sure we are not "repeating" information with our teachers, yet it is our desire to maintain our uniqueness as a charter school. I have much to learn and I look forward to becoming involved in the Delaware Mentoring Program as it relates to Providence Creek Academy Charter School.

Thanks so much in advance for your help with my questions (and patience with my novice understanding of all the program details!:).

Staff Evaluation

It is the policy of Providence Creek Academy Charter School, Inc. to ensure that all employees are evaluated in a fair and objective manner. Therefore all employees will be evaluated two times a year. Evaluations are to be used as a tool to provide feedback to each employee. The criteria for evaluations will be determined by the Administrative Team.

APPROVED BY THE BOARD OF DIRECTORS AUGUST 16, 2005

Philosophy for the Professional Appraisal System

Providence Creek Academy Charter School recognizes its responsibility to students and the community to provide the highest quality of professional teaching. The delivery of instruction and support services requires a highly trained professional staff. It also requires a continuous, meaningful system of appraisal, evaluation, and professional growth for that staff. Such a program develops a realistic, valid, and professional approach that ensures the success of new staff; continuous growth for experienced staff, and assistance to staff, who need it. Thus, a comprehensive performance evaluation system necessarily includes accountability in meeting school and state standards; improves teaching; improves student performance and achievement; improves the delivery of support services to students and parents; provides opportunities for self-reflection and collaboration; and promotes and monitors professional growth. Finally, this system recognizes excellence, celebrates the accomplishments and achievements of the staff, and thus takes pride in the individual and collective work of educating students.

Statement of Purpose

Providence Creek Academy Charter School is committed to excellence in education. The on-going process of professional appraisal emphasizes this commitment for all staff.

The purposes of this plan are to

1. improve the quality of instruction and performance of staff to enhance student learning as defined in the professional competencies;

2. provide training and support for staff at Providence Creek Academy Charter School;

3. create positive attitudes toward the purposes and value of appraisal and professional development;

4. collect reliable and varied data for making employment decisions; and

5. provide annual reviews for staff in order to comply with The School Code of Delaware.

Domain 1: Planning and Preparation

1a. Demonstrating Knowledge of Content and Pedagogy

Competencies	Expectations	
Content Knowledge	Demonstrates content knowledge and makes connections between the content and all relevant disciplines.	1 2 3 4 N/A
Knowledge of Prerequisite Relationships	Reflects an understanding of prerequisite relationships among topics and concepts in lessons. .	1 2 3 4 N/A
Knowledge of the Best Pedagogical Practices	Searches for "best practice" and anticipates student misconceptions. .	1 2 3 4 N/A

1b. Demonstrating Knowledge of Students

Competencies	Expectations	
Knowledge of Characteristics of Age Group	Understands the typical developmental characteristics of age group and exceptional students.	1 2 3 4 N/A
Knowledge of Students' Learning Styles, Modalities, Intelligences, etc.	Understands the different approaches to learning that students exhibit.	1 2 3 4 N/A
Knowledge of Students' Skills and Knowledge	Displays an understanding of student skills and knowledge.	1 2 3 4 N/A
Knowledge of Students' Interests and Diversity	Displays a knowledge of the interests or diversity of students.	1 2 3 4 N/A

1c. Selecting Instructional Goals

Competencies	Expectations	
Follows School Approved Departmental Course Standards and Curriculum	Follows curriculum map.	1 2 3 4 N/A
Instructional Goals are Suitable for Diverse Students	Takes into account the varying learning needs of students.	1 2 3 4 N/A
Instructional Goals Address Different Types of Learning	Ensures that several different types of learning are utilized and concepts taught are applied.	1 2 3 4 N/A
Resources for Teaching	Uses the school, community, and professional resources to enrich learning units.	1 2 3 4 N/A
Resources for Students	Uses resources available through the school and community and helps students access these resources.	1 2 3 4 N/A
Technology Resources	Uses technology as appropriate and available.	1 2 3 4 N/A

1d. Demonstrating Knowledge and Use of Resources

Competencies	Expectations	
Utilizes resources available through school, school, community, and beyond	Is aware of and activity seeks materials to enhance instruction through all available resources	1 2 3 4 N/A
Utilizes and directs students to resources available to them	Is aware of and is able to direct students to gain access to necessary resources	1 2 3 4 N/A

1e. Designing Coherent Instruction

Competencies	Expectations	
School Standards and Expectations	Designs instruction supporting school goals.	1 2 3 4 N/A
Learning Activities	Provides relevant instructional goals which reflect recent professional research.	1 2 3 4 N/A
Instructional Materials and Resources	Supports the instructional goals and engages students in meaningful learning.	1 2 3 4 N/A
Instructional Groups	Varies instructional groups as appropriate to the instructional goals.	1 2 3 4 N/A
Lesson and Unit Structure	Clearly defines structure and has reasonable time allocations.	1 2 3 4 N/A

1f. Assessing Student Learning

Competencies	Expectations	
Congruence with Instructional goals	Shows alignment between what is planned, taught and assessed.	1 2 3 4 N/A
Teacher Expectations	Has an understanding of criteria and standards and clearly communicates them to students.	1 2 3 4 N/A
Use for Planning	Uses assessment data to plan and modify instruction for individuals and groups of students.	1 2 3 4 N/A
Variety	Uses a variety of assessment strategies.	1 2 3 4 N/A
Grading policies	Adheres to established grading policies and standards.	1 2 3 4 N/A

Domain 2: The Classroom Environment

2a. Creating an Environment of Respect and Rapport

Competencies	Expectations	
Teacher Interaction with Students	Uses and demonstrates First Class principles; treats students with dignity and respect; keeps classroom environment neat and clean; solves problems creatively; uses appropriate language; is professionally responsible and accountable for his/her actions.	1 2 3 4 N/A
Student Interaction with Students	Demonstrates First Class Principles and promotes student use of those principles.	1 2 3 4 N/A

2b. Establishing a Culture for Learning

Competencies	Expectations	
Importance of the Content	Shows enthusiasm for the content and conveys its importance; encourages students to demonstrate through their active participation and curiosity that they value the content's importance.	1 2 3 4 N/A
Student Pride in Work	Encourages students to demonstrate pride and quality in their work.	1 2 3 4 N/A
Expectations for Learning and Achievement	Establishes classroom environment of high expectation through the development of goals and activities, and instructional interactions.	1 2 3 4 N/A

2c. Managing Classroom Procedures

Competencies	Expectations	
Management of Instructional Groups	Facilitates groups working independently, being productively engaged at all times, with students assuming responsibility for productivity.	1 2 3 4 N/A
Management of Transitions	Facilitates transitions that occur smoothly, with little loss of instructional time.	1 2 3 4 N/A
Management of Materials and Supplies	Provides routines for handling materials and supplies smoothly, with little loss of instructional time.	1 2 3 4 N/A
Performance of Non-Instructional Duties	Performs non-instructional duties efficiently.	1 2 3 4 N/A
Supervision of Volunteers and/or Para-Educators during Class Time	Engages Para-educators and/or volunteers productively and independently limiting the loss of instructional time.	1 2 3 4 N/A

2d. Managing Student Behavior

Competencies	Expectations	
Expectations for Student Behavior	Establishes rules and expectations that are clear, fair and conducive to learning.	1 2 3 4 N/A
Monitoring of Student Behavior	Monitors student behavior in a subtle and preventive manner.	1 2 3 4 N/A
Response to Student Misbehavior	Responds to misbehavior appropriately, respects studei dignity and individual needs; communicates discipline procedures and misbehaviors with parents and administrators.	1 2 3 4 N/A

2e. Organizing Physical Space

Competencies	Expectations	
Safety and Arrangement of Classroom	Arranges the classroom to make it safe and conducive to learning.	1 2 3 4 N/A
Accessibility to Learning Materials and Use of Physical Resources	Uses physical resources optimally, and all learning is equally accessible for all students.	1 2 3 4 N/A
Arrangement of the Classroom is Appropriate for Instructional Goals	Utilizes the physical environment to enhance the achievement of the instructional goals.	1 2 3 4 N/A

Domain 3: Instruction

3a. Communicating Clearly and Accurately

Competencies	Expectations	
Directions and Procedures	Provides directions and procedures that are clear to students and anticipates possible student misunderstanding.	1 2 3 4 N/A
Oral and Written Language	Utilizes spoken and written language that is clear, correct and expressive with well-chosen vocabulary that enriches the lesson.	1 2 3 4 N/A

3b. Using Questioning and Discussion Techniques

Competencies	Expectations	
Quality of Questions	Utilizes questions that contain a variety of thinking levels with adequate time for students to respond.	1 2 3 4 N/A
Discussion Techniques	Promotes classroom interaction that represents true discussion with the teacher acting as a facilitator.	1 2 3 4 N/A
Total Student Participation	Engages all students in discussions and encourages students to formulate many questions.	1 2 3 4 N/A

3c. Engaging Students in Learning

Competencies	Expectations	
Presentation of Content is	**Links presentation of content to the students' prior**	**1 2 3 4 N/A**
Appropriate	**knowledge and experience.**	
Activities and Assignments are Appropriate for Curriculum and Students	Develops instruction appropriately designed to engage students in constructing meaning.	1 2 3 4 N/A
Grouping of Students is Appropriate	Uses instructional grouping patterns to engage individual students in learning according to their learning styles.	1 2 3 4 N/A
Instructional Materials and Resources are Appropriate	Utilizes instructional materials and resources that are suitable to the instructional goals and are used to actively engage students in the learning process.	1 2 3 4 N/A
Structure and Pacing are Appropriate	Organizes activities around lessons that have an appropriate pace and structure.	1 2 3 4 N/A
Variety of Strategies	Uses a variety of instructional strategies that address the individual learning styles of students.	1 2 3 4 N/A

3d. Providing Feedback to Students

Competencies	Expectations	
Quality: Accurate, Substantive, Constructive, and Specific	Provides accurate, constructive, substantive and specific feedback that promotes student learning.	1 2 3 4 N/A

Timeliness	Consistently provides feedback in a timely manner.	1 2 3 4 N/A

3e. Demonstrating Flexibility and Responsiveness

Competencies	**Expectations**	
Lesson Adjustment	Demonstrates flexibility and responsiveness by adjusting the lesson when appropriate.	1 2 3 4 N/A
Response to Students	Successfully accommodates students' questions or interests and recognizes and capitalizes on the teachable moments.	1 2 3 4 N/A
Persistence in Seeking Approaches for Students who have Difficulty	Persists in seeking effective approaches for students who need assistance by using a variety of strategies and additional resources.	1 2 3 4 N/A

Domain 4: Professional Responsibilities

4a. Reflecting on Teaching

Competencies	Expectations	
Accurate Assessment of Lessons	Makes accurate assessment of the effectiveness of lessons.	1 2 3 4 N/A
Reflections Used to Improve Curriculum and Instruction	Makes suggestions to improve lesson and ideas to try next time or alternative strategies.	1 2 3 4 N/A

4b. Maintaining Accurate Records

Competencies	Expectations	
Monitor Student Completion of Assignments	Maintains system for information on completion of assignments.	1 2 3 4 N/A
Monitors Student Progress in Learning	Maintains system for following student progress in learning.	1 2 3 4 N/A
Maintains Non-Instructional Records	Maintains a system for following non-instructional activities: i.e., attendance, field trips, discipline records	1 2 3 4 N/A
Adheres to Department, School, State Policies, Procedures and Laws	Is aware of, understands, and complies with policies as appropriate.	1 2 3 4 N/A

4c. Communication with Families

Competencies	Expectations	
Information about the Instructional Program	Provides information regarding the instructional program, as appropriate.	1 2 3 4 N/A
Communicates with Students and Parents Regarding Student Progress	Provides information frequently regarding positive and negative student progress and is available to respond.	1 2 3 4 N/A
Engages Parents in Instructional Activities Where Appropriate	Makes consistent efforts to engage families in instructional program.	1 2 3 4 N/A

4d. Contributing to School and School

Competencies	Expectations	
Maintains Positive Relationships with Faculty and Staff	Develops and maintains professional relationships with faculty and staff which demonstrate support and cooperation.	1 2 3 4 N/A
Maintains Positive Relationships with Parents and Community	Demonstrates professionalism with parents and when engaged in school activities in the community.	1 2 3 4 N/A

Demonstrates School Spirit and Service	Promotes a sense of school community.	1 2 3 4 N/A
Participates in School and School Activities	Participates in school and School activities, projects, and events.	1 2 3 4 N/A

4e. Growing and Developing Professionally

Competencies	Expectations	
Continues to Enhance Content Knowledge and Skill	Seeks opportunities to enhance knowledge and pedagogical skills.	1 2 3 4 N/A
Demonstrates Service to Profession	Assists other educators.	1 2 3 4 N/A
Demonstrates an Understanding and Acceptance of Constructive Criticism	Uses as a means for self-reflection and change.	1 2 3 4 N/A

4f. Showing Professionalism

Demonstrates Appropriate Conduct and Dress	Demonstrates appropriate conduct and dress.	1 2 3 4 N/A
Insures All Students are Treated Fairly	Advocates for students' best interests.	1 2 3 4 N/A

The Professional Appraisal Plan for Staff consists of both formal and unannounced observations, discussion sessions, and alternative sources of data collection.

I. Formal Observations

A. During the first four years of teaching at PCA, the minimum number of formal observations are as follows. The observations should be preceded by a pre-conference and followed by a post-conference.
- Year 1 - Two Formal Observations
- Year 2 - Two Formal Observations
- Year 3 - Two Formal Observations
- Year 4^{+} - One Formal Observation

B. Staff may request an additional formal observation by an administrator.

C. Administration may request additional formal observations.

D. The formal observation process shall consist of the following:

1. **Pre-observation Conference**
   a. The staff member and Administrator will agree on the observation date(s).
   b. Prior to the Pre-observation Conference, the staff member will submit the Pre-Observation Form for the activity to be observed. The form may be modified by mutual agreement of both the Administrator and the staff member. (See Appendix C for a copy of the Pre-Observation Form.)

3. **Observation**
   a. Each formal observation shall consist of a full class period or its time equivalent.
   b. Each formal observation shall consist of a visit by each member of the Administrative Team observing an assigned components within each domain.

4. **Post-observation Conferences**
   The staff member will complete an Observation Reflection Form before the Post Observation Conference in preparation for discussion of the observation. (See Appendix E for a copy of the Observation Reflection Form.)

   A conference will occur between an Administrator and the staff member within five school attendance days following the formal observation. The staff member will receive an Observation Conference Form within ten school attendance days. (See the Appendix D.) The staff member will indicate, by signature, receipt of a copy of the Post-Observation Conference Form. The staff member must return the Post-Observation Conference Form with comments, if any, within ten school attendance days to the Administrator.

II. Unannounced Observations

A. Unannounced observations are defined as classroom observations that are not scheduled in advance. The length of the observation will be as long as necessary.

B. After each unannounced observation, the staff member will receive an Unannounced Observation Feedback Record Form within ten school attendance days. (See Appendix A.)

C. The Administrator will share his/her observations with the Administrative Team.

D. The following is the minimum number of unannounced observations for staff.
- Year 1 – three by each Administrator
- Year 2 – two by each Administrator
- Year 3 – two by each Administrator
- Year 4 – one by each Administrator

E. Upon request, a staff member may have an Administrator conduct a formal observation using the entire process as outlined in Phase I.

III. Other Components

A. **Informal Interactions**

The appraisal of the professional competencies is holistic. It is an on-going process and is conducted by the administration in a variety of school settings, e.g., faculty meetings, staffings, in-service settings, parent conferences, co-curricular activities, etc. The administrator or the staff member may arrange for a conference to discuss performance related to professional competencies as needed.

B. **Professional Growth Portfolio (Starting 2005-2006)**

1. Required artifacts and due dates are established by the Administrator.
2. Optional artifacts and due dates are mutually agreed upon by the staff member and Administrator.
3. The staff member and the Administrator will meet to discuss the artifacts collected. Where appropriate, artifacts may be used as evidence that Professional Competencies have been met.
4. Artifacts are exhibits or products that are evidence of a staff member's professional work. Staff members will be required to maintain a collection of artifacts as discussed with the Administrator.
5. See Appendix I for a copy of the Professional Growth Portfolio.
6. First year teachers for the State of Delaware will not be required to complete the Professional Growth Portfolio for PCA, as they will be required to complete this portfolio for the DDOE mentoring program.

C. **Journals**

1. All first and second year staff must keep a journal containing their thoughts, reactions, and reflections on the teaching-learning process and/or job related responsibilities.
2. Journals are to be used only for discussion purposes with the Administrator and others at the staff member's discretion, e.g., mentors.
3. Two (2) journal entries per quarter minimum.

D. *Summative Performance Review*

To remain in compliance with the State of Delaware, a staff member will be given an annual Summative Performance Review. The purpose of the Summative Performance Review and conference is to discuss the Summative Performance Review Form.

1. Formal and informal data will be used to complete the Summative Performance Review Form.
2. A conference will be held to review the Summative Performance Review Form by April scheduled Board Meeting. Recommendations noted on the form may be used to guide preparation of the following year's CPP.
3. An employment recommendation will be submitted to the Board by April scheduled Board Meeting (See Appendix G for copy of the Summative Performance Review Form.)

Unannounced Observation Feedback Record

Staff Member _____

Grade _____

Administrator _____

Unannounced Observation (Class, Event, Activity, Correspondence, etc.)

_____ Period/Time _____ _____
Date

Feedback

_____ _____
Signature of Administrator Date

Cc:
- Staff Member
- Personnel File

Customized Professional Plan (Future)

Staff Member _____ Date _____

Grade _____

Administrator _____

1. Identify the professional competencies of the PCA Framework for Professional Practice that this CPP will address.

2. Process steps/resources to achieve the professional competencies.

3. Means for measuring degree to which professional competencies will be reached (to be included in Professional Growth Portfolio).

_____ _____
Signature of Staff Member Date

_____ _____
Signature of Division Administrator(s) Date

Cc:
- Staff Member
- Administrator
- Personnel File (original)

Pre-Observation Form

Staff Member_____

Grade _____

Administrator _____

Date of Observation_____ Class _____ Period _____

Please complete the following information and bring it with you to the pre-observation conference. Please bring copies of lesson plans, a seating chart, handouts, and any other pertinent material.

How does this lesson address the professional competencies in each of the following domains?

1. Planning and Preparation

2. Classroom Environment

3. Instruction

4. Professional Responsibilities

Additional feedback is requested in the following areas:

_____ _____
Signature of Staff Member Date

_____ _____
Signature of Administrator(s) Date

Cc:
- Staff Member
- Personnel File

Post-Observation Conference Form

Staff Member _____

Grade _____ Observation Number _____

Administrator _____

Date of Observation _____ Class _____ Period _____

LESSON ANALYSIS

I. Brief Summary

II. Professional competencies observed

III. Strengths

IV. Suggestions for improvement in the following professional competency areas

V. Other suggestions:

_____ _____
Signature of Staff Member Date

_____ _____
Signature of Administrator(s) Date

Cc:
- Staff Member
- Personnel File (original)

Observation Reflection Form

Please complete and bring to the post-observation conference.

Staff Member_____ Grade_____

Observation Date_____ Period _____

Post Observation Conference Date_____ Time_____

1. As I reflect on the lesson, to what extent were students productively engaged?

2. Did the students learn what I intended? Were my instructional goals met? How do I know?

3. If I had the opportunity to teach this lesson again to this same group of students, what would I do differently? Why?

4. Which professional competencies do I feel the lesson addressed well?

5. Which professional competencies do I feel need further focus?

_____ _____
Signature of Staff Date

_____ _____
Signature of Administrator(s) Date

Cc:
- Staff Member
- Personnel File

Reflective Journal Writing

- ***The purpose of a Reflective Journal is to react to the events of the class, day, week, etc. It provides the staff an opportunity to assess the effects of his/her teaching on student learning; focuses on the Domains and Professional Competencies in the context of teaching and learning; and it expands and deepens the understanding of a theory and/or practice. Staff members will be required to maintain a Reflective Journal. This journal will be kept and maintained by the staff member; however, the Administrator will have access to the journal when necessary.***
- ***Staff members will be required to maintain a professional portfolio. This portfolio will be kept and maintained by the staff member; however, the Administrator will have access to the portfolio when necessary.***

Date _____ **Activity** _____

Goal(s)

_____

_____

Reflection(s)

_____

_____

_____

_____

Date _____ **Activity** _____

Goal(s)

_____

_____

Reflection(s)

_____

_____

_____

_____

Cc: • Staff Member
• Personnel File

Summative Performance Review Form

Staff Member _____ Year _____

Grade _____

Administrator _____ Date _____

1. Professional competency successes noted

2. Professional competency concerns noted

	Pts. Earned/ Pts. Poss.	Domain %
3. Domain 1: Planning and Preparation	_____	_____
Domain 2: The Classroom Environment	_____	_____
Domain 3: Instruction	_____	_____
Domain 4: Professional Responsibilities	_____	_____
	Average	_____

10% Bonus = 96%$^{+}$ in each of 4 domains
Salary Advancement = 75%$^{+}$ in each of 4 domains

4. Recommendations

_____ _____
Signature of Administrator(s) Date

_____ _____
Signature of Staff Member Date

Cc:
- Staff Member
- Personnel File (original)

Summative Rating Form

For Staff

During employment at Providence Creek Academy Charter School, faculty are at-will employees. Under the PCA Performance Appraisal System: staff will be observed and their performance evaluated by Administrator(s). The criteria governing staff performance fall under four Domains of Professional Practice. These Domains are Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities.

During employment at Providence Creek Academy Charter School, a staff member is rated as either "Meets Expectations" or "Does Not Meet Expectations". Staff receiving either rating may or may not be retained with the School.

Staff Member _____

A. The following is your summative rating for the _____ school year.

_____ Meets Expectations

_____ Does Not Meet Expectations

B. The recommendation status of your employment for the _____ school year, based on your continued success and sufficient student enrollment is as follows.

_____ Retention

_____ Non-retention

_____ _____

Signature of Staff Date

_____

Signature of Administrator(s) Date

_____

Signature of Administrator(s) Date

_____

Signature of Administrator(s) Date

_____

Signature of Administrator(s) Date

Cc:
- Staff Member
- Personnel File (original)

Professional Growth Portfolios

A professional growth portfolio is a collection of artifacts (items/products) that represents, in part, a professional growth experience over time. These artifacts represent closure of activities that meet or demonstrate progress toward achieving excellence among the professional competencies. A portfolio may also be used to determine the appropriatenes of classroom instruction, mutually between the teacher and the evaluator. It is an important part of the appraisal process and documents progress towards achieving excellence among the professional competencies. A portfolio may include but is not limited to the following

I. Planning and Preparation

- Lesson Plan(s)
- Unit planning materials
- Long Range Plan(s)
- Assessment Plan(s)
- Grading Plan(s)/Grade Book
- Discipline Plan(s)
- Substitute Plan(s)
- Case Study Analysis
- Classroom/Research Statistics or Results

II. Classroom Environment

- Affective Domain
- Self-esteem, incentives, rewards, projects, etc.
- Physical Layout (rationale)
- Seating Arrangement (rationale)
- Group Building Strategies
- Cooperative Learning
- Classroom Rules/Routines
- Management Forms
- Bulletin Boards (interactive, instructional, affective)
- Homework Plan(s)

III. Instruction

- Units of Study/Thematic units
- Literature/Book Lists
- Extension/Enrichment Activities
- Review/Reinforcement Activities
- Modifications/Differentiation for Special Needs (Special Education, 504, etc.)
- Flexible Grouping Plan(s)
- Instructional Sequence (samples from whole lesson sequence-planning through culmination)
- Completed Student Work Samples (with evidence of individual, specific teacher feedback)
- Student Portfolios
- Homework Assignments and Study Guides
- Technology Links/Tools (multimedia, Internet, etc.)
- Curriculum Integration Efforts
- Videotaping of Classes/Instruction/Photo Chronology of Unit Sequences
- Formal, Informal, Alternative Assessments
- Class Resource List

VI. Personal and Professional Responsibilities

- Professional Involvement (School Committees, School Committees, Professional Organizations, Community Projects)
- Research to Practice (Professional Reading, Journals)
- Team/Grade Level/Academic Ability Level (Group Planning Notes)
- Graduate Course Work, Conferences, Workshops, Presentations
- Parent Communication/Responses (notes, letters, phone calls, surveys, forms, etc.)
- Attendance
- Collegiality
- Peer Observations
- Reflective Journal Entries (see Reflective Journal Writing form)
- Teacher Self-Assessment
- Student Evaluation/Student Responses

VI. Personal and Professional Responsibilities Defined

Providence Creek Academy requires that each teacher actively participate in the following number of Professional Involvement Activities

COMMITTEES

- Two (2) committees if not involved in coaching a sport or leading an after school club/activity.
- One (1) committee if involved in coaching an after school sport or leading an after school club/activity.

BOARD MEETINGS

All staff members are required to attend one monthly PCA Board of Directors meeting. Staff members must sign up for meeting attendance no later than September 1.

PTO MEETINGS

All staff members are required to attend one monthly PCA Parent Teacher Organization meeting. Staff members must sign up for meeting attendance no later than September 1.

COMMITTEES

Below is a list of active committees for the 2005-2006 school year.

- Staff Activity Committee
- Technology Integration Committee
- Character Development Committee
- Scheduling Committee
- Student Handbook Committee
- School Improvement Committee
- School Health Leadership Committee
- Child Study Team*
- Student Success Committee

- Child Study Team members will be appointed. Specific members will be selected based on specific roles within team.

CASH DEPOSIT POLICY

All money collected for the Providence Creek Academy Charter School Inc. will be processed in the following manner:

1. All monies that is collected for athletic fees, books, supplies and other items paid for by the school will be submitted to the PCA business office.
2. Monies collected will be counted by the collector on the appropriate form (funds receipt slip). This money will be counted by the receiver of the funds and signed for. A copy will accompany all transactions.
3. All funds collected will be earmarked for the specific fund in which they were collected.

Adopted by the Board of Directors
January 21, 2004

Fixed Asset Capitalization Policy

The Providence Creek Academy Charter School, Inc. Board of Directors establishes the following Fixed Asset Capitalization Policy:

DEFINITIONS AND PROVISIONS

For the purpose of this policy, the following definitions shall apply:

"Tangible Assets" - Assets that can be observed by one (1) or more of the physical senses. They may be seen or touched, in some environments heard or smelled.

"Fixed Assets" - Tangible assets of a durable nature, generally with a useful life in excess of one (1) year, which are employed in the operating activities of the School and that, are relatively permanent in nature. They may be termed property, plant, equipment, furniture, or fixed assets. They are usually separated into classes according to the physical characteristics of the items (Example: land, buildings, improvements other than buildings, machinery and equipment, furniture and fixtures).

Some items may be identified as "Controlled Assets" that, although they do not meet all of the fixed asset criteria, are recorded within the fixed asset system to maintain a control of value, number, or location.

"Capital Outlays" - Expenditure which benefit both the current and future fiscal period. This includes the costs of acquiring land and structures; construction or improvements of buildings, structures, or other fixed assets; and equipment purchases having an appreciable and calculable period of usefulness. These are expenditures resulting in the acquisition of or an addition to the School's general fixed assets.

MACHINERY, FURNITURE, AND EQUIPMENT

For the purposes of this policy, machinery and/or equipment is an apparatus, tool, or conglomeration of pieces, to form a tool. Machinery, furniture and equipment are not expendable in nature so as to be consumed. They do not lose their identity through fabrication or incorporation into a different or more complex unit. Machinery, furniture, or equipment will stand alone and will not become a part of a basic building structure and may be moved between or among buildings or rooms to best meet the needs of the School.

Providence Creek Academy Charter School, Inc. will tag items with an individual value equal to or greater than $200.00. Shipping charges, consultant fees, and any other costs directly related to the acquisition or purchase such as delivery, set-up charges, software operation systems which make the equipment operable as intended may be included and capitalized as a part of the cost. A physical inventory will be accomplished at least once a year prior to June 30th of each year, all donated item are included in such inventory procedures. All teaching staff will accomplish their own room inventory prior to leaving for the summer break.

Improvements or renovations to existing machinery and new equipment will be capitalized only if the result of the change meets all of the following conditions:

A. total costs exceed $15000.00

B. the useful life is extended two (2) or more years

RECORDING AND ACCOUNTING

Providence Creek Academy Charter School, Inc. shall classify capital expenditures as capital outlays within the fund from which the expenditure was made. For the purposes of recording fixed assets of the School, the valuation of assets shall be based on historical costs, when available or when it can be determined. When the historical cost cannot be determined, the value shall be fixed by estimation based on those assets which are currently in existence. In the event expenditure was made from more than one account, the expenditure shall be classified in the fund from which a majority of the expenditure was made. If the expenditures were equal, the account which would most likely replace the item will be selected.

The School shall record acquisitions of Fixed Assets in accordance with generally accepted accounting principals. An asset register shall be maintained either in hard copy or in a computer format to record the capital assets of the School.

Submitted to the Board of Directors July 21, 2004

APPROVED BY THE BOARD OF DIRECTORS

JULY 21, 2004

REVISED AUGUST 19, 2004

Fiscal Management

Annual Budget

The annual budget preparation should be controlled to the optimum extent by policies that are compatible with the long-range aims of the School.

The Managing Director shall determine the manner in which the annual budget is to be compiled and issue instructions to the staff. The Managing Director shall also establish a time schedule for the preparation of the budget.

The Managing Director, or designee, shall publish, arrange public hearings, and present the annual budget to the Board together with recommendations on the needs of the School considered in the light of the funds available and in accordance with applicable state laws.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Bidding Procedures

Deposit and Performance Bond Not Required of Supply and Equipment Bidders

When advertising for bids for supplies and with, bidders shall generally not be required in the specifications to submit a reasonable deposit (certified check, cashier's check, draft of bid bond), guaranteeing the execution of a contract and furnishing a performance bond by the successful bidder.

The School Board may, from time to time, require a reasonable deposit guaranteeing the execution of a contract and the furnishing of a performance bond by the successful bidder in specific instances when authorization to call for bids is granted

Vendor Book/Bidder List

It should be recognized that a vendor book/bidders list is kept both as a service to our vendors and a method to attract the lowest possible price for our purchases. Every attempt will be made to supply a vendor specifications that has requested to be placed in the vendor book/bidder list. Ultimately the responsibility for obtaining specifications and request to bid lies with the vendor. It is recommended that all vendors review advertisements for bid and contact the Business Department periodically to confirm dates that items they are interested in bidding.

Fiscal Management

Budget Transfers

All transfers of funds exceeding $1,000.00 between the major classifications of the budget or within a major classification of the budget exceeding $1,000.00 shall be subject to the approval of the Board. The Board shall be provided with complete information regarding the funds available, the proposed expenditure, and reserves.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Evaluation of Fiscal Management

A system of fiscal control shall be established to govern the administration of the budget and the expenditure of funds.

Budget controls shall be established by the Managing Director, or designee, to insure administration of the budget in conformity with legal requirements and actions of the School Board. Expenditure of funds exceeding the budget appropriation of an account shall not be permitted without prior approval.

The legality of all expenditures shall be determined by the Managing Director, or designee, prior to issuance of an order.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Evaluation of Fiscal Management

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APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Evaluation of Fiscal Management

1. Administrative Level:

   a. A director may not overspend any cost center line item without prior administrative approval.

   b. A director may not overspend the fund total of a cost center budget without prior approval of appropriate administrative personnel.

2. School Board Level:

   a. A line item over-expenditure in excess of $1,000.00 of the fund budget shall have prior School Board approval.

   b. Over-expenditure of a total cost center fund budget in excess of $1,000.00 of the fund budget shall have prior School Board approval.

Budget Transfers

1. A Director may not make budget transfers without appropriate administrative approval.

2. A budget transfer in excess of $1,000.00 shall have School Board approval.

3. A budget transfer which shifts resources from a salary budget account to a non-salary budget account shall have School Board approval.

4. To maintain the integrity of the adopted budget, only intrafund transfers will be allowed.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Ordering Goods and Services (Purchase Orders)

No employee of the school may obligate the Board for a purchase without its having gone through the regular, approval procedure.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Expenditures

It is the policy of the Board that not only the letter, but the spirit of all laws and regulations relating to purchases by the school system and the control of its finances and property, be abided by strictly and without exception.

Within the framework of applicable laws and regulations, purchases and use of materials and manpower shall be accomplished in accordance with good business practices with the primary purpose of serving the program in instruction.

The Board holds the Managing Director directly responsible for carrying out this policy, and toward that end, the Managing Director shall detail the procedures for executing this policy in written administrative directives.

Purchasing Procedures

A system will be maintained by the Business Office for the purpose of combining orders, avoiding duplications of purchases, taking full advantage of lowered prices for bulk purchasing, to follow up on orders of delivery which have been unduly delayed, and to reconcile deliveries to orders before payment is made. This delivery control will be applies to all purchases, regardless of point of delivery.

No person, other than the Managing Director, or designee, shall make purchases, enter into contracts of any nature whatsoever, or make commitments in the name of, or in behalf of the Board or the School.

If the contract involves the expenditure of more than allowed by statute, then it is necessary for the contract to be entered into by the President and the Managing Director.

Requisitions for budgeted items shall originate from the key personnel directly responsible for their use. The Managing Director shall arrange appropriate administrative reviewing channels whereby all requisitions will be examined and approved, or disapproved for purchasing.

Every purchase order or purchase voucher shall be signed and/or approved by the Principal, Managing Director, Board President or Board Member designated by the Board.

Purchase Order Signature Authorization

A motion was made by Ken Messer at the regular board meeting on May 17, 2005 to authorize Harold Horan (board member) as the board's authorized designee to sign purchase orders. The motion was seconded by Michele Drake. Motion carried.

Fiscal Management

Fund Balance and Carryover Funds

Annually during the budget process the administration shall review the current contingency reserve and make recommendation to the Board as to the amount of contingency reserve which should be maintained for the coming year.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Budget Planning

The annual budget shall be based upon the needs of the Students and the reasonable needs of the community in relation to the financial ability of the School.

In formulation of the budget, all expenditure items shall be considered in their relationship to the total school program.

Requests for improvements/repairs, as well as major changes in educational programs, shall be submitted in connection with the annual budget requests. If an emergency arises, requests, along with budget impacts caused by the emergency, shall be placed before the Board for decision at that time.

The Managing Director, in conjunction with the Principal shall prepare and submit to the School Board the proposed allotments of personnel as part of the budget process prior to the adoption of the tentative budget.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Bidding Procedures

Local/Competitive Purchasing

Local purchasing will be favored whenever the following factors are equal between local and non-local vendors subject to statutory bid requirements:

1. Conformance to specifications
2. Suitability of product
3. Quality of product
4. Price
5. Past services to school
6. Convenience of delivery

The following procedure will be used:

1. In case of tie satisfactory bids, within-state bidders will be chosen over out-of-state bidders.

2. In case of tie satisfactory bids, which are submitted by within-state bidders, the successful bidder shall be settled by lot.

3. In case of tie satisfactory low bids, which are submitted by out-of-state bidders, the successful bidder shall be settled by lot.

4. In case of tie satisfactory low bids, submitted by the same bidder, (one on the specified item and one on an alternate item), the School reserves the right to accept the bid on either item and such acceptance shall not be considered a rejection of the item not accepted.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Fiscal Management

Fiscal Management Goals/Priority Objectives

The Board of Directors recognizes that money and money management comprise the foundational support of the whole school program. To make that support as effective as possible, the Board intends:

- To encourage advance planning through the best possible budget procedures
- To explore all practical sources of dollar income
- To guide the expenditure of funds so as to extract the greatest educational returns
- To expect top-quality accounting and reporting procedures
- To maintain the highest level of unit expenditure needed to provide high quality education within the ability of the School to pay.

APPROVED BY THE BOARD OF DIRECTORS
JULY 21, 2004

Check authorization Policy

Petty cash checks for $200.00 or less may be signed by the following personnel:

Debbie Doyle, Business Office

Audrey Erschen, Principal

Charles E. Taylor, Managing Director

Joan Messick, Board of Directors

All checks must have two signatures. All checks must have a receipt. The use of this policy is limited to pay freight, C.O.D., And other minor invoices. Invoices may not be broken up and paid by petty cash checks for the purpose of bypassing the standard payment system.

APPROVED BY THE BOARD OF DIRECTORS
SEPTEMBER 17 , 2004
REVISED MAY, 17, 2005

Providence Creek Academy Charter School

Student/Parent Handbook

2005-2006

Providence Creek Academy Charter School
2005-2006 School Calendar

		Teacher/Staff Days		Pupil Hours
August		**7**	**3**	**22.5**
August 22 - 25 (Monday-Thursday)	Professional Dev./Teacher Return Days			
August 29 (Monday)	School Opens for Students			
September		**21**	**21**	**157.5**
September 5 (Monday)	No School/Labor Day			
October		**20**	**19**	**142.5**
October 7 (Friday)	Statewide Professional Dev.			
October 10 (Monday)	No School/Columbus Day			
November		**18**	**17**	**127.5**
November 10 (Thursday)	No School/Parent/Teacher Conferences			
November 11 (Friday)	No School /Veteran's Day			
November 23-25 (Wednesday-Friday)	Thanksgiving Vacation			
December		**16**	**16**	**120**
December 23-30 (Monday-Friday)	Winter Break			
January		**21**	**21**	**157.5**
January 2 (Monday)	Return to School			
January 16 (Monday)	Martin Luther King, Jr. Day			
February		**19**	**18**	**135**
February 8 (Wednesday)	No School/Professional Dev. Day			
February 20 (Monday)	President's Day			
March		**23**	**22**	**165**
March 15 (Wednesday)	No School/Professional Dev. Day			
April		**14**	**14**	**105**
April 14 (Friday)	Good Friday			
April 17-21 (Monday-Friday)	Spring Break			
May		**22**	**22**	**165**
May 29 (Monday)	Memorial Day			
June		**7**	**6**	**45**
June 8* (Thursday)	Last Student Day			
June 9-14 (Friday-Wednesday)	Weather Contingency Days			
June 9 (Friday)	Last Teacher Day			
	TOTALS:	**188**	**179**	**1342.5**

School Hours – Pupil: 8:00 A.M. – 3:30 P.M.
Teacher/Staff: 7:45 A.M. – 3:45 P.M.

***Last Student Day if no weather contingency days used**

August 29, 2005

Dear Parents/Guardians:

One of the most important goals you and I share is that we both want your child to be successful in school. Success is the result of high expectations, a commitment to excellence, and careful planning. Children who are prepared to learn, attentive in the classroom, and exhibit good behaviors have the best chance to be successful.

To assist you and your child, we have compiled this handbook which contains important information about all facets of school life. Every year, Providence Creek Academy requires all students and parents to sign a statement indicating that they understand their responsibilities as outlined in the Student Code of Conduct and return the signed form to their child's school. If you have not all ready signed and returned this form, you will find this statement and other parent consent forms at the back of this handbook.

I urge you to work closely with us to strengthen the connection between our homes and schools. Stay actively involved so that you will have the most current information about your child's academic progress and behavior in school. Working together, we will produce students who are the nation's best! Have a successful year.

Sincerely,

Audrey M. Erschen
Principal
Providence Creek Academy Charter School
355 W. Duck Creek Road
P. O. Box 265
Clayton, Delaware 19938
(302)653-6276 Phone
(302)653-7850 Fax
aerschen@pca.k12.de.us

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL
BOARD OF DIRECTORS
2005-2006

Joan Messick, President 302-659-3323 [illegible]
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Clayton, DE 19938

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Elizabeth M. Drake, Member 302-659-0133 [illegible]
106 Main St.
Clayton, DE 19938

Dr. Charlie D. Wilson, Parent Representative 302-659-3914 drcdwil@aol.com
19 Harkins Dr.
Smyrna, DE 19977

Amy T. Santos, Member 302-653-7775 [illegible]
415 West Street, P.O. Box 1025
Clayton DE, 19938

ADMINISTRATIVE TEAM

Managing Director	Charles E. Taylor
Principal	Audrey M. Erschen
Director of Fine Arts/Human Resources	Groome Mears. III
Director of Curriculum	Andrea M. Spence

FACULTY/STAFF

K	Donna	Arvay	Sp Ed	Melisa	Stilwell
K	Gena	Peronti	Foreign Language		TBA
K	Christina	Knotts	Music	Kelly	Waldron
K	Jill	Mears	Art		TBA
1	Lydia	Creasy	PE/Health	Eric	Beach
1	Megan	Dowty	PE/Health	Sherri	Hanks
1	Jennifer	Fisk	Interventionist		TBA
1	Tarah	Winters	Reading	Catherine	Kuntzi
2	Valerie	Baier	Library	Dawn	Wissinger
2	Lauren	Beasley	Nurse	Cindy	Daniels
2	Robyn	Roberts	Para	Joan	Carpenter
3	Sara	Corcoran	Para		TBA
3	Anne	Groo	Para	Penny	Harper
3	Sarah	Phillips	Para	Rachel	Malandono
4		TBA	Para	Theresa	May
4		TBA	Sp Ed	Marjorie	Knorr-Hayden
4	Mindy	Steele	Financial Manager	Deb	Doyle
5	Joanna	Cobble	Administrative Sec.	Lynn	Cunningham
5	Jamie	Pinder	Secretary	Judy	Blendt
5	Kristin	Leidy	Title I Coordinator/Program Development Specialist	Claudia	Taylor
6	Toni	Garnes	Math/Science Specialist	Beverly	Beck
6	Lorie	Jackson	Social Studies Specialist	Jacqui	Wilson
6	Shawn	Radis	Grounds/Maintenance	Lori	Alberts
7/8 Math	Linda	Aspinwall	School Nutrition Manager	Sandy	Marsh
7 ELA	Elaine	Lambert	7/8 Science	Dick	Wilson
7/8 SS	Rick	Hudson	8/7 ELA	Danielle	Heilig

GENERAL POLICIES

Providence Creek Academy Attendance Policy

Compulsory attendance requirements; evaluation of readiness.

Except as otherwise provided, the following provisions are applicable to school attendance in this State:

1. Every person in this State who has legal custody, guardianship of the person, or legal control of a child between 5 and 16 years of age shall enroll the child in a public school in the school district of the person's residence.
2. Every person who has legal custody, guardianship of the person, or legal control of a student who is enrolled in a public school of this State shall send the student to the school each day of the minimum school term and to any academic improvement activities required.
3. Every student who is enrolled in a public school of this State shall attend the school each day of the minimum school term and any academic improvement activities. A student who has been absent from school without a valid excuse for more than 3 school days in a school year is a truant. A truant and the parent of a truant are subject to the administrative procedures and court proceedings.
4. For the purposes of this section, a child shall be considered 5 years of age if he or she celebrates his or her fifth birthday on or before August 31 of the respective year.
5. Local school authorities may grant exceptions to the above schedule for entry into school if they determine that such exception is in the best interest of the child.

The following provisions shall be applicable to the administration of subsection A of this section in regard to compulsory attendance in the kindergarten for a child age 5 years:

1. If a child is a resident of the State at the time of his or her eligibility for admission to the kindergarten at age 5, the parents, guardian or legal custodian of that child may request that school authorities evaluate the child's readiness for attendance and may request a delay of 1 year in that attendance. However, admission to first grade will be authorized only after school authorities evaluate the child's readiness for attendance.
2. If a child was not a resident of the State at the time of his or her eligibility for admission to the kindergarten at age 5, the parents, guardian or legal custodian of that child may request that school authorities evaluate the child's readiness for attendance and on the basis of that evaluation authorize admission to grade 1.

Following the tenth unexcused day of attendance by a student in grades 6 through 12 inclusive, the building principal shall notify a visiting teacher of such unexcused days.

The following provisions shall be applicable in regard to statewide minimum mandatory attendance requirements in each school year for children in grades K through 5.

1. Following the 10th day of unexcused absence by a student, the school shall immediately notify the parent(s) or guardian and a visiting teacher for the district shall visit the student's home;
2. Following the 15th day of unexcused absence by a student, the student's parent(s) or guardian shall be notified by certified mail to appear at the school within 10 days of notification for a conference and counseling;
3. Following the 30th day of unexcused absence by a student, the school shall refer the case for prosecution;
4. Following the completion of prosecution of the case and the subsequent failure of the student to return to school within 5 school days thereof, the school shall immediately notify the Department of Services for Children, Youth and Their Families requesting intervention services by the Department. The Department shall contact the family within 10 business days.

If contacted by the school pursuant to subdivision D1 of this section, each parent or guardian of a student shall sign a contract with the district agreeing they will make every reasonable effort to:

1. Have their child or children abide by the school code of conduct
2. Make certain their child attends school regularly
3. Provide written documentation for the reasons for any absence.

Any day of summer school, any session of after school or Saturday extra instruction, or any session of mentoring which a child is required to attend as an academic improvement activity shall be considered a school day or wherever the term school day or its equivalent is used to minimize or punish truancy.

Exemption of children from compulsory attendance requirements.

A child may be exempted from this upon request of the parent, guardian or other person legally having control of that child when the request is supported by written documentation of a physician, psychiatrist, psychologist or neurologist, as the case may require.

The request and documentation shall be addressed to the superintendent of schools of the district in which the child resides and, in the case of a child with a disability or disabilities, the child's Individual Education Program (IEP) team, for the development of an educational program and determination of whether a change of placement is necessary to ensure that the child receives a free and appropriate public education.

Any disputed decision under this section shall be presented first to the Board of Directors of the school and may thereafter be appealed to the State Board of Education. The decision of the State Board of Education shall be final. In the case of a child with a disability or disabilities, all of the federal regulatory due process procedures of Part B of the Individuals with Disabilities Education shall apply.

Contagious diseases.

Any child affected with diphtheria, measles, scarlet fever or smallpox shall be excluded from the school until permission of the proper school officer for the child to return is granted

Contact between pupils of the schools and the family or house, when there is any case of 1 of these contagious diseases, must be forbidden until the official permission is given to return to the school.

Eligibility for extra-curricular/after-school activities

Students must be in attendance a minimum of a half (1/2) day on the day of the activity.

Students who participate in extra-curricular activities must maintain passing grades in all subject areas to be eligible to participate.

Textbooks

Student/Parent or Guardian - General Responsibilities

1. Must keep textbooks covered at all times.
2. must ensure proper use and care for all textbooks
3. Must return textbooks at the close of school or the end of the course or at the time the pupil withdraws
4. Must reimburse the school for any lost, destroyed or damaged textbooks issued to that student
5. Must enter his/her name inside the front cover of the textbook.

Textbook Fines

The Board of Directors of a school is the legal custodian of textbooks purchased. Each textbook must be covered by the student under the direction of the teacher. A student must return all textbooks to the teacher at the end of the school year or when the student withdraws from school. Each student, or the student's parent of guardian, is responsible for each textbook not returned by the student. A student who fails to return all textbooks forfeits the right to free textbooks until each textbook previously issued but not returned is paid for by the student, parent, or guardian. The School shall allow the student to use textbooks at school during each school day.

1. Fines
   a) The collection of fines for damaged textbooks is strictly local policy. Money collected for abused books in the form of fines is retained by the school.
   b) Damages % of Cost of Book
      (1) Torn pages 25%
      (2) Ink and/or pencil marks:
         (i) Minor $1.00/page
         (ii) Major 25%
      (3) Loose bindings (due to misuse) 50%
      (4) Missing pages 100%
      (5) Obscenities (drawn or written) 100%

(6) Damages that prevent re-issuing book 100%
If a student pays for a book in full (100%), he/she is entitled to keep that book.

Library Books – Lost or Damaged
When the student loses or damages a library book or any other library item, the student is responsible for paying the replacement cost of the item. Students are responsible for paying the replacement cost of library materials damaged beyond repair. If a damaged item can be repaired, the librarian and principal will assess a damage fine to be paid by the student. Students are required to pay an overdue fine of ten cents ($.10) per book, per day, excluding holidays and weekends, for books returned late. The total fine assessed may not exceed four dollars ($4.00) per book.

Health Policies
Any pupil in the school district who is required to take medication during the regular school day must comply with the following Board Policy.

Medication Policies

1. The school nurse will administer medication to students only upon receipt of a written request by the student's parent, legal guardian or other persons having legal control of the student.
2. All medications will be stored in a locked cabinet in the office of the nurse or of the principal's designee (see exceptions).
3. Students will not be allowed to keep medication on their person while in school (see exceptions).
4. Medication should be brought to school by an adult. The student should not carry medication with him/her to school on the bus unless authorized to self administer under "exceptions." Medication will be counted upon receipt and return to parent/guardian.
5. Prescription medication will be counted upon receipt and return to parent.
6. A physician's order is required for all prescribed medications administered 30 days or more including "as needed" prescription medications. Orders for prescription medications will be accepted from those persons legally authorized to write prescriptions in the United States. Out-of state prescription medication not accompanied by a physician order will be considered on an individual basis.
7. Medication must be in the original container and properly labeled. The label on prescription medication must include the name of the student, the prescribing doctor, the name of the medication, the date the medication was prescribed and the instructions for administration.
8. Prescription medication will be administered only to the person named on the prescription label, and in the dosages, intervals, and for the duration period prescribed. If the duration/period is not specified, the medication will not be administered beyond the date on which the medication would have been expended had it been taken as prescribed.
9. Modifications of a prescription will be accepted only upon receipt of written instructions from the prescribing doctor.
10. Non-prescription ("over-the-counter") medication will be administered according to the instructions on the original container. The medication will not be administered more liberally than the instructions provide. However, the medication may be given in smaller dosages, or less frequently, or for a shorter duration period according to the written request authorizing the administration of the medication.
11. If the school nurse believes that continued administration of the medication is not beneficial to the student, the nurse will notify the student's parent, legal guardian, or other person having lawful control of the student. The nurse may require a doctor's statement verifying that continued administration of the medication to the student is appropriate.
12. When the period for administering the medication expires, the medication must be picked up by the parent, legal guardian, or other person having legal control of the student. Medication whether prescription or non-prescription, will not be returned home by delivering it to students. Medication will be discarded if it is not picked up within thirty (30) calendar days after the period for administering it has expired or the school year has ended, whichever occurs first.
13. Only the amount of medication required for administration while on a field trip will be sent. Medication must be in the properly labeled original container. Medication will be administered by the designated staff member only and remain in the possession of the designated staff member at all times. The initial dose of any medication may not be administered by a staff member while on a field trip.

14. It is the policy of Aldine ISD to refer parents to their family physician for answers to questions about the appropriateness and effectiveness of psychotropic drugs for behavior management.

Exceptions – With physician, parent/legal guardian and school nurse written consent:

1. Students who have a chronic medical condition and who are participating in athletics, or other after school activities and who have written permission from the physician, school nurse and parent may obtain their medicine from the clinic prior to the activity and return it to the school nurse the following morning.
2. A student with asthma may possess and self-administer prescription asthma medicine while on school property or at a school-related event or activity under the following conditions:
    a. Prescription label must reflect student's name for which the medication is prescribed.
    b. Self-administration must be in compliance with prescription or written instructions from the student's physician or other licensed health care provider
    c. Physician's statement must state that the student is capable of self administration.
    d. Physician's written statement must reflect student's name, name of medication, purpose, dosage, administration times or circumstances, and the period for which it is prescribed.
    e. Parent must also provide written authorization for self-administration.
    f. Statement must be kept on file in the school nurse's office or principal's office if there is not a school nurse.
3. Students diagnosed with having a life threatening allergic reaction requiring use of injectable epinephrine, i.e. Epipen, may carry prescribed injectable medication for emergency treatment during school hours, including before and after school activities. Student must:
    a. Demonstrate knowledge of signs and symptoms indicating a need to administer injection
    b. Demonstrate proficient use of medication
    c. Acknowledge consequences of sharing medication with another student

Medication for elementary level students will be maintained in the possession of an adult staff member who is authorized by the principal and properly trained to administer injectable medication. Emergency medical services will be activated and parent notification initiated if/when injectable medication is administered.

Communicable or Infectious Diseases

Students who show signs of a communicable or infectious disease (including skin rash, impetigo, and lice) will be excluded from school until re-admission is acceptable to school authorities. Keep students home until a contagious or infectious disease has cleared up, or until you can present a doctor's statement that it is not communicable. Students should be kept at home until they have been free of fever at least twenty-four hours.

Sexual Harassment and Sexual Abuse

It is the official policy of this school district that students and employees should be treated honorably and with respect at all times. Students and employees should conduct themselves in a manner which encourages and promotes positive, wholesome relationships with others. The Board of Directors recognizes that all persons should be free from unwelcome, offensive, or otherwise inappropriate sexual advances and activity. Sexual advances, sexual remarks, or sexual conduct are not appropriate in an educational environment, and the Board of Directors will not tolerate sexual harassment or sexual abuse of students or employees. If an administrator learns of inappropriate sexual behavior by either students or employees toward others and such behavior is school-related, the administrator shall take appropriate action.

Employees who sexually harass students or other employees are subject to appropriate disciplinary measures, including termination from employment. Employees who sexually abuse students will be terminated from employment. Under no circumstances shall the alleged perpetrator be allowed to conduct the reporting conference or the investigation of the allegation or to be a reviewing official. Students who sexually harass or abuse employees or other students will be disciplined according to the school district's discipline management plan.

Physical Education, Participation, Medical Excuses

All students shall be required to participate in Physical Education except:

1. Students having a medical statement from a doctor excusing them from participation.
    a. Medical excuses must be renewed yearly.
    b. They are kept on file in the school nurse's office.

In the event a student has been ill and the parents have requested that they be excused from participation in PE for a few days, such requests should be honored. No penalty to the student's grade should be involved in such instances. The note from the parent is to be given to the physical education teacher who shall honor it. If this becomes a frequent occurrence, then the physical education teacher should ask the nurse to contact the parent and investigate the situation further. During the recovery time, the student shall continue to learn the concepts of the lessons but shall not actively participate in the skill demonstration.

Doctor/Dentist Appointments

Doctors and dentists should be requested to make appointments for students after school hours or on Saturday. In the event that an appointment must be made during school hours, a note from the doctor or dentist must be presented to the school upon the student's return. The student will receive an excused absence if a doctor's note is brought to school the same day as the appointment.

Nurse's Office Procedures

1. Students will be admitted to the nurse's office only in an emergency or when sent by the teacher. Approval by the school nurse must be given before any ill student is excused to go home. If it is necessary for a student to go home, the nurse will inform the parent and the student will be released from school by signing out through the main office. If the procedure is not followed and the student leaves without properly checking out, the student will be given an unexcused absence for classes missed.
2. The nurse keeps records on all students as prescribed by State Law. The nurse gives vision, hearing, and scoliosis testing as well as height and weight checks, and from time to time may assist other students to fulfill State Law requirements for enrollment due to health problems. The nurse will also work with Health Education and Welfare Assistance programs (Free Lunch and Reduced Price Lunch).

STUDENT NUTRITIONAL SERVICES/POLICIES

The primary goal of the Providence Creek Academy Nutrition Services department is to provide balanced, nutritious meals at a minimum cost to all students and staff. The department provides breakfast and lunch for all students. Special event food requests are also handled by the Child Nutrition Services department.

1. Meal Prices
    a. Meal prices and ala carte prices are published each year in school.
2. Meal Service Accountability System
    a. When students enroll in school, they are assigned a 4 to 6 digit personal Keypad number. It is important that each student memorize their Keypad number as this number will be used daily in the cafeteria. Keypad numbers are confidential; therefore the number should not be given to other students.
    b. At mealtime, students key in their Keypad number on a keypad. Students, not using the Keypad, may have their names checked from a classroom roster when they receive a meal. When the student's account is accessed, the system will determine if there is enough money in the account to pay for the meal and the transaction will be processed.
    c. Students eligible for free meals will be provided with a meal at no charge. Reduced-price students continue to pay $.30 for breakfast and $.40 for lunch. By having every student in the school use his/her account number, the anonymity of children receiving free or reduced-priced meals is assured.
    d. If there is not enough money in the account, the cashier may serve the meal and put the account in debit (a negative balance). The student is notified if they have a negative balance. A negative balance is permitted for one day only. The following day, the student should bring enough money to pay the negative balance and purchase that day's meal. If a student continues with a negative balance, a lunch of a peanut butter sandwich and milk will be provided until payment is made.

3. Deposit procedures remain the same. Deposits can be made on meal money accounts before school in the cafeteria or sent in with the student to give to the teacher or the cashier during lunch. When placing meal money in a sealed envelope, the following information must be stated:
   Student's name
   Student's personal meal account number
   Student's room number
   Dollar amount enclosed
4. Please make your deposit with cash or check payable to Providence Creek Academy. Pre-payment for multiple meals is encouraged to reduce the need for frequent deposits and daily cash handling.
5. Households with more than one child in a school need to designate the amount of money to be placed into each child's meal account. An account balance cannot be shared by different children in the same household.
6. Money in a student's meal account may be used for complete meals and Ala Carte sales.
7. Refunds from student meal accounts are available only upon written parent/guardian request. Small refunds up to $10.00 will be issued at the school cafeteria. Large refunds will be issued by the school Child Nutrition Services office. Allow at least two day's notice for large refunds.
8. If you have questions concerning your child's meal account, please contact your the school cafeteria. If you have any questions or comments about our computerized meal system, please contact the Child Nutrition Services office at 653-6276, ext. 110.

Free and Reduced Meals

Free and reduced-price meals are available to students from families who meet established federal income guidelines. Families must complete a new application each school year. SEND ONE (1) COMPLETE APPLICATION PER FAMILY. Applications are distributed to all students at the beginning of each school year. Applications are available all year in the cafeteria and by contacting the Child Nutrition Services office.

Safety and Security Policies

Bus Policies

The Providence Creek Academy Charter School Student Bus Behavior Policy is consistent with the school code. All behaviors expected of students during instructional time are also expected while riding the school bus. Students will be given instruction on the proper behavior expected throughout the school year. Procedures for the enforcement of those behaviors, consequences in sequential steps, limitations in the amount of misbehavior allowed, and rewards for good behavior will be similar in nature with those procedures that are implemented in the classrooms.

Parents play an important role in this process. When an incident of misbehavior occurs with a particular child, the parents of that child will be called. The incident will be discussed and the steps of increasing consequences will be reviewed. Parents are then expected to take an active role in communicating with the child about proper behavior while riding the school bus. Along the same lines, it is important that both students and parents communicate with the Transportation Supervisor about acts of misconduct performed by other students. Communication about these incidents must take place quickly in order for the Transportation Supervisor to enforce behavior policy effectively. All reports of misconduct that parents receive from their children must be reported immediately. Failure to do so will only add to an already existing problem.

Once an incident is reported, the Transportation Supervisor will talk with all parties involved including the bus driver to determine the nature of the occurrence and how to best proceed with the steps of consequence that are part of the policy. Parents of the student or students in questions will be contacted immediately and asked to come to school for a conference to discuss the incident.

Behavior Guidelines

Proper Bus Riding Behavior — Expectations

BUS PRIVILEGES

The Student Code of Conduct will apply to all violations to and from school, at the bus stop, and while boarding, riding, or exiting buses. Violation of these rules may result in the suspension of bus-riding privileges. Students must follow bus safety regulations as follows:

1. Students must obey the driver promptly and be courteous to him/her and to other students. The driver is in full charge of the bus and students and has the authority of a classroom teacher.
2. Students must be on time; the bus has to run on schedule and cannot wait for those who are late.
3. Students should never stand in, or play on, the roadway while waiting for the bus.
4. Before boarding the bus, students must keep a safe distance from it while it is in motion.
5. Students must not get on or off the bus while it is in motion.
6. Students must enter the bus without crowding or disturbing others and occupy their seat immediately.
7. Students must keep out of the driver's seat.
8. In crossing the street at any time, students should look both to the right and to the left, and then walk across.
9. Students are permitted to talk quietly on the bus and classroom conduct is to be observed while on the bus.
10. Students must not call out to passers-by. They should not open the bus window without permission from the driver or extend head or arms out of the window.
11. Students should not leave the bus without the driver's consent, except on arrival at their regular bus stop or at school.
12. Students should help to keep the bus clean, sanitary and orderly. They must not damage or abuse the equipment.
13. Students are not permitted to smoke while on the bus.
14. Students must not use profanity while on the bus.
15. Students must not throw articles of any kind out of or around the bus.
16. Students are not to eat or drink while on the bus.
17. Students are not permitted to harass, intimidate or fight on the bus.
18. Other forms of misconduct that will not be tolerated are acts such as, but not limited to, indecent exposure, obscene gestures, or spitting.
19. Students must remain in their seat and keep aisle clear.
20. Students are not permitted to tamper with emergency doors, controls, or windows.
21. In approaching the bus or a bus stop along the highway, students should walk on the left side of the road facing traffic. Students should be sure that the road is clear of all traffic or that all traffic has stopped before crossing. Upon leaving the bus, students should immediately walk around the front of the bus and stop before crossing. Students should make sure that the road is either clear of all traffic or that all traffic has come to a complete stop before crossing.

Physically Dangerous Behavior — Infraction

1. Students should not touch other students for any reason.
2. Students should not engage in horseplay or roughhousing.
3. Acts of violence against another student should not occur.
4. Physical intimidation against another.
5. Students should never put anything out of the windows.
6. No food or drinks on the bus.

Derogatory Comments towards Others

1. Derogatory comments toward others in any way are not allowed.
2. Name-calling is not allowed.

3. Laughing at the expense of another is not allowed.
4. Imitating other students in a negative way is not allowed.
5. Asking other students to join in any of the above activities is not allowed.

Illegal Acts

1. Acts of theft, vandalism, or use of illegal substances may result in the immediate removal of a student from riding the bus for the remainder of the school year.
2. Any behaviors that disrupt other drivers will result in the immediate activation of the steps of consequence.

Steps of Consequence

STEP I

Students who commit an act of misconduct will be warned. A parent conference will be arranged with the Transportation Supervisor. Failure to appear for the conference on the part of the parents will result in a bus suspension for the student until another conference is scheduled.

STEP 2

Students who commit a second act of misconduct will receive a bus suspension for two days. The parents of the student must attend a second conference with the Transportation in order to have the student reinstated to ride the bus.

STEP 3

Students who commit a third offence will receive a 5 day suspension. Parents of the student must attend a reinstatement conference.

STEP 4

Students who commit a fourth offense will be removed from riding the bus for the remainder of the school year. Parents of the student must attend a reinstatement conference with the school director and Transportation Supervisor at the beginning of the following school year.

In addition to school administrative discipline, any student involved in any manner of criminal activity will also be subject to the consequences to the offense as dictated in the Title 14, Section 4112.

Visitors

1. Parents wishing to discuss problems with teachers should make an appointment with the teacher for a conference during the teacher's conference period. Teachers cannot take time away from their students to visit with the parents during class. Parents wishing to visit a particular class should make arrangements with the teacher at least one day in advance.
2. We do not permit students to bring visitors or friends to school.
3. Persons who come onto our campus and cause a disturbance will be removed from the premises, and prosecuted if necessary.

Building Security

Parents are always welcome at Providence Creek Academy. In order to insure security in the building, it is imperative that all visitors stop in the office upon their arrival to the building, sign in and get a visitors pass. A drivers license may be requested.

Students are not permitted to bring friends or visitors to school.

Persons who come onto our campuses and cause a disturbance will be prosecuted.

Cooperation With Law Enforcement Agencies and Children's Protective Services

If an officer comes to arrest a student and has a warrant or a summons for that purpose, it is the duty of school personnel to comply with the orders of the court or upon administrative request. Otherwise, law officers wishing to question students on the school premises will be requested to wait until school personnel can notify the parent prior to any interrogation. School personnel shall not require a student to answer an officer's questions.

If a representative of Children's Protective Services comes to the school to visit with a student or to remove that student for protective purposes, the school personnel will comply with the request upon the presentation of appropriate paperwork and credentials.

Lost and Found

It is advisable that sweaters, coats, jackets, lunch kits, back packs, etc. be marked with the student's name for identification. Lost and found articles should be turned in to the office. Please have the student check for lost items there or in the designated location.

Telephones

Parents are encouraged to make the day's plans with the child before he/she leaves for school. In the event a situation arises where a message needs to be delivered to a student, the parent is asked to contact the office personnel. Please be sure the message is one of critical importance. Students are not called out of class to come to the telephone during the school day except in the case of extreme emergencies. Students are not allowed to use the school telephones without obtaining permission from an administrator or his designee. The administrator or designee will give the permission based on the emergency status of the call to be made.

Cell Phones are not allowed to be used during the school day. Students with cell phones should keep them concealed and turned off until the student leaves school grounds or departs from the school bus.

Fundraising

Students who participate in fund raising will be held accountable for those items which they volunteer to sell or the money which will be generated by the sale of those items. Parents must consent for their child to fund raise by signing the appropriate form and understand that they are held accountable and responsible for fund raising items and monies.

School Closing

From time to time, inclement weather makes it necessary to close schools. When weather conditions threaten such action, stay tuned to any of the following media stations for information about Providence Creek Academy.

Radio:	WDSD-FM (92.9)	WDOV-AM (1410)
	WSTW-FM (93.7)	WDEL-AM (1150)
Television:	WBOC-TV Channel 2 Salisbury	
	WCAU-TV Channel 10 Philadelphia	

An announcement will also be recorded on the after hours tape on the school phone (302)653-6276. Information will also be posted on the Department of Education website.

The administration does follow standard operating procedures when determining whether or not to close schools. During high-risk situations such as sleet, snow, icy streets and floods, members of the administrative staff and the transportation supervisor begin checking the streets throughout the area during the early hours (approximately 5 a.m.). After evaluating all of those reports and listening to weather updates, the administrative team then makes the decision by 6 a.m. to either open or close schools. The media is immediately advised of the decision.

If school does open, and weather conditions worsen during the course of the day, school may be closed early. If school were to be dismissed early, check the above media for those announcements. Whenever road conditions allow for the buses to run safely, drivers will deliver students to the established stops. If buses cannot enter a subdivision because of road conditions, parents may meet the bus at the main roads and escort their children home. Parents may, of course, pick up their children at any time during a bad weather situation.

Lockers and Tote Trays

Each student may be assigned a locker/tote tray for the storage of books, materials, and equipment, and it is the student's responsibility to see that the locker/tote tray is kept neat and clean inside and out at all times. Lockers/Tote trays are school property and not personal property. Students are expected to maintain a clean locker/tote tray. Any needed repairs are to be reported to the main office. Students should use only the locker/tote tray assigned by the school. Students should get study materials for several classes so as not to have to go to their lockers/tote trays at each class change.

Going To and From School

Community residents have a right to privacy, private property, and freedom from abusive behavior. On the way to and from school, students shall not loiter, litter, trespass, or abuse or create nuisance conditions for residents of the community. While the school does not assume responsibility for the acts of students to and from school, it may take disciplinary action if the circumstances warrant. The school has a responsibility to cooperate with law enforcement agencies to which law violations affecting community members are reported.

Student Searches

1. Searches of school lockers/tote trays may be conducted by school authorities only if the events leading to the search are based on observable action or the reasonable belief that contraband may be discovered.
2. A student may be requested to remove his/her jacket, coat, or sweater to a normal outer garment, but only in the presence of at least one witness of the same sex as the student.
3. A student may be required to reveal the contents of pockets or purses upon request by a school administrator if that school administrator has reasonable belief that the student has contraband in his/her possession. If a student refuses, the parent or guardian should be contacted and the student will be kept under surveillance until the matter is resolved. If the parent/guardian does not allow the pockets/purses to be examined and there is a reasonable belief that prohibited materials are being concealed, law enforcement authorities should be contacted immediately.
4. Other students should not be spectators during the confrontation with the student. Therefore, if classes will be changing within a short period of time, the student should not be called from class until after the next period begins

Vandalism

Vandalism and the damaging of property belonging to Providence Creek Academy will not be tolerated. Payment will be demanded for that which is damaged or destroyed, and violators may be prosecuted. There is no "tradition" which allows any student to damage or deface school property. School spirit must be displayed in a positive manner.

Fighting on Campus

Fighting does not solve problems. What to do when a fight is beginning;

1. Tell students involved, "I do not want to fight. It's against school rules."
2. Speak to a counselor about the problem.
3. Speak to the principal about the problem.
4. Speak to the teacher/staff about the problem.
5. Two students may sit down to discuss the problem and attempt to solve it.
6. Retaliation is not acceptable.

Physical Restraint

Any school employee may, within the scope of the employee's duties, use and apply such physical restraint to a student as that employee reasonably believes is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove from a specific location a student refusing a lawful command of a school employee, including from a classroom or other school property, in order to restore order or to impose disciplinary measures.
5. Restrain a student who is out of control.

Closed Campus Philosophy

Upon arrival at school, no students are to leave the school campus until leaving for home. The campus and the school bus are considered part of the school.

Money, Jewelry and Other Expensive Items

1. Students are encouraged to bring only the amount of money needed for lunch or other expenses to be used on a given day.
2. Students are likewise discouraged from bringing expensive watches, bracelets, or other items that may be stolen or lost.
3. Radios, C.D. players, tape decks, electronic games, beepers, cellular telephones, or toys brought on the school campus must be kept out of sight unless the student receives permission from his/her teacher to use it during the school day. Providence Creek Academy is not responsible for the loss/damage to such items.

Corridor Pass

1. No student should be in the halls without a corridor pass. This form is to be used every time a student leaves your room, except at the period change.
2. This form MUST be filled out completely, and IN INK.
3. Exception: Sickness or an emergency will not require a corridor pass.
4. Do not leave any corridor passes lying around on your desk and do not sign any in advance.

5. Do not send students to pick up these passes for you when you run out. Additional passes are located in the main office, and the attendance clerk will give them to you.

Class Changes

All teachers will be stationed at the door and the hallway of their respective classrooms as students change classes and as students enter and leave the building. Students in grades K-3 will be escorted by an adult when crossing campus. Students in grades 4-8 may traverse the campus unescorted with a "buddy". No student is to walk the campus alone. Teachers will escort students to and from special in all grades. Each and every staff member will be responsible for student conduct in the halls in the immediate area of their duty station at all times.

Duty Assignment

Teacher duty time will be determined by the building principal. A duty roster will be given to each teacher and one will be posted in the office. Special duty is a vital part of every teacher's responsibility. It is imperative that each teacher assumes his/her share of the responsibility of a given assignment. Each teacher on duty is responsible for proper student conduct in and around his/her duty station; therefore, close observation is necessary.

Student Teachers and Substitute Teachers

Teacher interns (student teachers) are to be accorded the same respect and consideration as full time teachers. When regular teachers are absent, qualified substitutes are employed to take their places. These substitutes may not be like the teacher they replace in manner or methods, but they will try to be as helpful as possible to students in their own way. To be able to help, they must have the same respect and cooperation the regular teacher receives. Substitute teachers will report misconduct to the regular teacher and to the school administrators as needed.

Signs, Posters and Advertisements

The posting of any signs, posters, or other commercial advertisements relating to activities not connected with Providence Creek Academy is not permissible. This applies to buses as well as buildings, parking lots or any other area on the school campus. The managing director, principal or assistant principal must approve any poster before it can be displayed.

Fire and Emergency Drills

Fire and emergency drills are held for your protection. Please take them seriously.
Detailed instructions for the drill will be posted in each classroom. Some general rules are:
1. At the signal, walk briskly, orderly and silently to the designated safety area outside and away from the building.
2. Stay with your teacher and class.
3. Return to the building in the same manner only after the all-clear signal has been sounded.
4. Use designated routes only.

Special Programs and Classes

A. Homebound Students

If a student is seriously ill or physically unable to attend school and verified by the family physician that he/she will be out of school for four (4) weeks or longer, the student is eligible to apply for the services of one of the homebound teachers. These students are taught in their own home by the homebound teachers who work closely with the school's teachers who supply and grade assignments and tests. An adult must be present in the home when the services are being delivered.

B. Special Education

Consideration of a student's need is initiated by contacting the Child Study Team (CST). A referral may be made by the regular classroom teacher, parent or guardian, community agencies, physician, other school personnel, groups, organizations, or other appropriate individuals. Verbal communication with the parent is initiated by the teacher or appropriate school personnel and should result in recommendations to alleviate the problem. The results of this conference should be recorded in an intervention plan by the CST. If, after a reasonable length of time, these recommendations show no results, then an additional contact is made. At this time, the student's progress is discussed. Further recommendations are formulated or an agreement with the parent is made to refer the student for screening. The results of this conference should also be documented per school policy. There must be a minimum of two parent contacts concerning the educational problem except in the following situations: referral by the parent or agency, speech therapy/no indication of other problems, early childhood, deaf, or visually handicapped. Upon determination by the CST that further evaluation is indicated, the referral process has begun. The teacher has five days to complete all portions of the referral packet and return it to the designated

person. When a child qualifies for special education services based upon guidelines, the mandates of IDEA are implemented.

Acceptable Use of Electronic Networks

It is the general policy of Providence Creek Academy Charter School that network services are to be used in a responsible, efficient, ethical, and legal manner in accordance with the mission of Providence Creek Academy Charter School. Users of the Providence Creek Academy Charter School network must acknowledge their understanding of the general policy and guidelines as a condition of using the network.

Use of the Providence Creek Academy Charter School network services is a privilege, not a right. Failure to adhere to this policy and administrative procedures may result in suspension or revocation of network access. Willful or intentional misuse could lead to disciplinary action or criminal penalties under applicable state and federal law.

Provisions:

1. **Acceptable** uses of the network are activities which support learning and teaching. Network users are encouraged to develop uses which meet their individual educational needs and which take advantage of the network's functions.

2. **Unacceptable** uses of the network include, but are not limited to:

- Violating the rights to privacy of students or employees of Providence Creek Academy Charter School, or others outside the school system.
- Using profanity, obscenity, or other language which may be offensive to another user.
- Copying materials in violation of copyright law.
- Plagiarizing, which is the taking of someone else's words, ideas, or findings and intentionally presenting them as your own without properly giving credit to their source.
- Using the network for financial gain or for any commercial or illegal activity.
- Attempting to degrade or disrupt system performance or unauthorized entry to and/or destruction of computer systems and files.
- Re-posting personal communications without the author's prior consent.
- Revealing home phone numbers, addresses, or other personal information or making personal purchases or unauthorized orders using the Providence Creek Academy Charter School name.
- Accessing, downloading, storing, or printing files or messages that are sexually explicit, obscene, or that offends or tends to degrade others. The administration invokes its discretionary rights to determine such suitability.
- Downloading or copying information on to disks or hard drives without prior teacher approval.
- Violating the policy as outlined in the Providence Creek Academy Charter School Board of Education Code of Student Conduct.

3. The staff of Providence Creek Academy Charter School will be responsible for:

- Teaching students the Providence Creek Academy Charter School Policy and Procedures for Internet Use.

- Supervising and guiding student access to the Internet.

4. All users of the Providence Creek Academy Charter School network services are responsible for adhering to the Providence Creek Academy Charter School Policy and Procedures for Internet Use.

5. The following people are entitled to use the network:

- All Providence Creek Academy Charter School staff.
- All Providence Creek Academy Charter School students under the supervision of a staff member and/or parent/guardian.
- Others who request Guest Accounts from the Network Administrator. These requests will be reviewed on a case-by-case basis and will be granted, if warranted, as needs and resources permit.

6. Providence Creek Academy Charter School makes no express or implied warranties for the Internet access it provides. Providence Creek Academy Charter School cannot completely eliminate access to information that is offensive or Illegal and residing on networks outside of the Providence Creek Academy Charter School system. The accuracy and quality of information obtained cannot be guaranteed. Providence Creek Academy Charter School will not guarantee the availability of access to the Internet and will not be responsible for any information that may be lost, damaged, or unavailable due to technical or other difficulties. Information sent or received cannot be assured to be private.

Internet Use Procedures

Students may use the Internet in instructional areas where there is teacher or staff supervision. Teachers may allow students to use the Internet in the following ways:

a) **Directed Searches**

Teachers may work directly with small groups of students or with an entire class. Internet access will be limited to those sites approved by the teacher and previewed in advance, within a week prior to use. Use of directed searches does not require parental permission since the Internet sites will be screened in advance by the teacher. Teachers will be responsible for reviewing the Internet policy and procedures with students prior to any directed searches.

b) **Independent Searches**

Students wanting to use the Internet for independent educational searches must meet the following criteria:

1. Students must attend an Internet training workshop where proper Internet behavior and Providence Creek Academy Charter School's Acceptable Use Policy will be discussed. Parents will be encouraged to attend the training with the student.
2. An application for Student Internet Access License must be completed by the students and signed by the workshop trainer.
3. The parent must also sign the application for Student Internet Use.
4. Elementary students must have a signed form on file with their homeroom teacher. Secondary students will turn their forms into the office and they will receive an Internet Access License for Providence Creek Academy Charter School.

5. Students wanting to use the Internet will need a completed "Student Assignment Sheet for Internet Use" form with teacher signature and, at the secondary level, a valid Internet Access License.

Students will not be issued Internet e-mail accounts. Educational use of the Internet e-mail can be accessed through the classroom teacher's account. Students engaged in a special project may get group e-mail accounts if requested by the principal.

Attendance Policy

School Day (8:00 A.M. - 3:30 P.M.)

1. Instruction begins promptly at 8:00 a.m. Students who arrive after 8:00 a.m. are considered tardy and must report to the office for a tardy slip before going to class. The adult who brings the student to school must accompany him/her to the office and sign the student in before he/she proceeds to class. The student will receive a tardy slip.
2. School supervision is not provided for students arriving before 7:45 a.m. unless enrolled in Before School Care.
3. Breakfast is served beginning at 7:45 a.m.
4. Students may enter the classroom at 7:50 a.m.
5. Scheduled dismissal time is 3:30 p.m.
6. Students must be picked up on time. Realizing unforeseen circumstances arise The school will send students who remain at school beyond dismissal time to After School Care. If late pick-up becomes routine parents will be charged accordingly.

Attendance

Every parent, guardian, or other person having legal control of a child between the ages of 5 and 16 is required to send such child to school. Attendance standards are applicable to all students enrolled in the School. School attendance is mandated by State law and regulations of the State Board of Education. The Student Attendance Policy of the Board of Directors establishes specific regulations related to attendance.

The School is responsible for reporting violations of the attendance laws of the State. The School may excuse a child for necessary and legal absence, subject to the provisions of the Delaware Code.
The following are considered necessary and legal excused absences and may not be used to file truancy charges:

1. Illness of the student
2. Medical diagnosis and/or treatment
3. Death in the immediate family; funerals of other relatives or close friends, not to exceed one day if in the locality or three days if outside the state
4. Contagious disease in the home of the child subject to regulations of the Division of Public Health, Department of Health and Social Services
5. Legal business requiring the student's presence
6. Suspension or expulsion from school
7. Observance of religious holidays
8. Approved college visits
9. Authorized school-sponsored activities

Absences for other reasons are classified as "unexcused."

A student enrolled in grades K through 8 inclusive is considered truant if such a student has been absent from school without valid excuse, as defined in Rules and Regulations of the State Board of Education, for more than three (3) cumulative or consecutive school days during a given school year. The School will take action regarding unexcused absences including, but not limited to, written communications, home visits, required parent/guardian conferences, and referral of the parent for prosecution. A Parent/guardian who is determined to violate the

State's compulsory school attendance laws is subject to penalties as described by State law:

Parents

First offense: fine of $25 to $300 or imprisonment for up to 10 days or both
Second offense: fine of $50 to $500 or imprisonment for up to 20 days or both
Third offense: fine of $230 to $1,150 or imprisonment for up to 30 days or both
A parent may be ordered to perform unpaid community service in lieu of a fine. If imprisoned, the court may impose conditions of release.

Students

Penalties may include community service, counseling, curfew, suspension or revocation of driver's permit or hunting license, prohibition of participation in extracurricular activities or school social events or recommendation that the student enroll in an alternative school.
Any pupil 16 years of age or older who is truant on more than three separate occasions during one school year may be expelled from school by the Board of Directors.
The school, in administering the State policy, defines the most commonly used attendance terms as follows:

Excused Absence

An excused absence from school or class is an absence for one of the reasons listed above and for which the required parental note of explanation has been presented on the first or second day of the student's return to school or class. Following a valid excused absence, the student will be allowed to make up all work missed, to take tests which were missed, and to submit any assignments which became due during the absence. Following an excused absence from school or class, the time allowance for taking tests or turning in assignments shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend the time allowance for making up work missed if the specific circumstances of the situation merit such action. The responsibility for initiating make-up work and turning in assignments rests with the student.

Unexcused Absence

An unexcused absence from school or class is an absence:
1. Which is for a reason not listed as excused or
2. About which the parent/guardian has no knowledge or
3. For which the parental note of explanation was not provided on the student's first or second day of return to school following the absence
   A student whose absence is unexcused shall receive no credit for assignments missed or tests given during the period of the unexcused absence unless otherwise permitted by the teacher. While an unexcused absence may result in no credit for assignments or tests missed, students may request assignments from their teacher at the initiation of the student. If the teacher provides assignments after an unexcused absence, the time allowance for requesting the instructional materials or assignments from the teacher shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend this time allowance if the specific circumstances of the situation merit such action.

Lateness to Class

At the beginning of each term, the teacher shall define guidelines regarding lateness to class. When, in the judgment of the teacher, lateness becomes excessive, the student will be reported to an appropriate staff member for administrative action. Lateness to class may have a detrimental effect on student learning.

Tardiness to School

All students are expected to be punctual to school. Students who arrive at their first class assignment after the start of school are tardy. A student who is late to school should present a written explanation for the tardiness on the first or second day following the tardiness. Students should recognize that a written explanation from home does not automatically cause the tardiness to be excused. Such reasons as car trouble, personal business, heavy traffic, home obligations, etc., while understandable, are not acceptable excuses and will be listed as unexcused. Reasons such as personal illness, medical appointments, and appearances in court will be considered as excused tardiness when verified by a note from home. Students who do not attend at least half of the class periods on a given day will be marked absent for that day. Students who are absent for more than fifteen (15) minutes of a class may be considered absent from the class unless excused by proper authority. Three tardies will equal one absence for the year.

Prearranged Absence

A prearranged absence is a student's absence from school for one or more days to visit a college or university or for other educational activities approved by the Principal. The absence should be prearranged by writing the Principal, giving the full particulars of the absence. Approval for such absences should be sought, where practicable, at least one (1) week prior to the date on which the absence is to occur. Upon the development of a plan by student and teacher for making up the assignments to be missed, the Principal may then define the absence as excused.
Students who must leave the building due to an emergency or some other reason which did not permit a prearranged absence must receive approval from the principal or his/her designee. The student is then responsible for completing the sign-out procedure before leaving the building and must present the required parental note of explanation upon his/her return to school.

Student Dress Code

Pants

Regular straight leg, ankle length, docker, chino or cargo style khaki or navy blue dress pants must be worn. Corduroy, denim, wide legged, baggy, stripes, logos or designs of any kind are not allowed. Pants are to be worn at the waistline. Loose fitting pants or those hanging off the waistline are not acceptable. Undergarments are not to be visible. Midriff or bottom can not be exposed, no skin.(i.e., no stripes, logos or designs of any kind are allowed.)

Shorts

Shorts may be worn in khaki or navy blue and must be 2" above or below the knee.

Shirts

Short or long sleeve collared shirts, button up or polo style in white, navy or light blue only are required. Dark purple will be available for purchase. Turtle neck or mock turtle neck are permitted if worn under a collared shirt or sweater. Undergarments are not to be visible. Any "under" shirt must be white with no design, logos, etc. (i.e., no stripes, logos or designs of any kind are allowed.)

Sweaters

The dress code allows four colors, white, navy blue, and light blue crewneck, v-neck, cardigan or vest. Collared shirt or turtle/mock neck must be worn under the sweater. No sweatshirts or hoods allowed. (i.e., no stripes, logos or designs of any kind are allowed.)

Skorts/Skirts/Capris

Skorts, skirts, or Capri's must be khaki or navy blue in color and stay within the pants/shorts guidelines. (i.e., no denim, corduroy, cargo, baggy, stripes, logos or designs of any kind are allowed.)

Shoes

The type/style of shoes is optional. Sneakers are permitted but must be clean and in good condition. Sandals may be worn but must have a strap on the back. No flip-flops are allowed.

Socks

May be white, navy, black or brown.

Stockings

May be navy, white or tan. Stockings must be plain, with no design, stripes or logos. Thigh highs are not acceptable.

Belts

Grades K-3rd: Blue, black or brown belts are optional

Grades 4th -8th: Shirts must be tucked into pants (excluding polo's) and a brown, black or blue belt must be worn.

Jewelry

The only jewelry permitted will be simple studs or small hoop earrings. No more than two earrings per ear are allowed. Ear clips, nose rings, or other body piercing is not allowed. Necklaces may be worn outside the shirts, but must not cause disruptions

Hair/Makeup

Students must keep their hair neat and out of their eyes. Students may not wear drastic hair colors or styles. Makeup that is distracting to the learning environment is not allowed.

Student Code of Conduct

It is our expectation that the all of our students will make every effort to be responsible and self disciplined. We also understand that situations will arise that will require intervention to assist some students in making positive choices. While there is not a set of guidelines that will address all situations, it is our goal to set forward a system that will allow students and staff to have a consistent approach to daily management of misconduct.

Level One offenses: These behaviors are common behaviors that may occur in the classroom. It is the expectation that the classroom teacher will manage all of these behaviors successfully.

Level One Offenses	Level One Consequences
• Failure to follow classroom rules • Inappropriate use of language • Minor Disruptions of class and common areas • Failure to complete work in a timely manner • Not being prepared for class • Dress code violation • Minor disrespect to peers and staff	• Teacher and Student conference to encourage the correct behavior **And**, • Student will apologize (written or verbal) **And/or one** of the following: • Student will take a time out to reflect on his/her behavior. (Recommend one minute per year of age) • Repetition of desired behavior (i.e. walking quietly in halls, lining up quietly) • Utilization of classroom discipline policy

Level Two Offenses: These behaviors are more serious in nature and will be addressed by the classroom teacher and parent.

Level Two Offenses	Level Two Consequences
• Repeated Level One offense (3+) • Severe Disruption of class • Dishonest behavior • Leaving area without permission from teacher • Severe Disrespect toward peers or staff (i.e. use of profanity and insubordination) • Cheating (1st offense)	• Parent notification **And,** • Written or Verbal apology, **And one** of the following: • Appropriate community service • Teacher lead detention • Behavior plan addressing specific behavior

Level Three Offenses: These behaviors are considered most serious and will be managed by the classroom teacher, parents, school administration, and when indicated local law enforcement.

Level Three Offenses	Level Three Consequences
• Any unwanted physical contact • Theft • Cheating (2nd offense) • Forgery or plagiarism • Verbal/Written threats of harm • Intimidation of peers or staff • Sexual harassment • Fire setting • Setting a false alarm (fire or bomb) • Possession of any type of weapon • Alcohol, Drug, or tobacco possession or use	• Written or verbal apology, **And** • Conference with teacher, parent, and administration, **And** • Community service project, **And one** of the following: • In- school suspension (when available) • Suspension from school for (1-10 days) • Alternative Placement or Expulsion • Filing a report under the guidelines of House Bill 322

Definitions and Procedures:

Time Out

A student's removal from a group activity to offer an opportunity to reflect on his/her behavior and its effect on the classroom. It is recommended that the duration be age appropriate. The student must remain in view of the teacher or be placed in another teacher's classroom during his/her time out.

Teacher Lead Detention

After a Level Two offense, a teacher may choose to have a student stay after school from 3:15pm to 4:00pm under the supervision of the classroom teacher. This time may be used to write an apology, complete community service, or other appropriate consequences. Each teacher will designate a day when he/she plans to schedule detentions. Parents must be given two days notice prior to detention being served and confirm the date with the teacher in writing by returning the signed detention notice. Failure to attend detention will result in further disciplinary action. Except for medical absence from school, no other excuse will be accepted.

Community Service

A student may be asked to complete a community service project as part of a consequence. The purpose of this project is the help the student make amends to his/her school community by offering something positive to others. Community service may include simple household tasks (i.e. sweeping, straightening shelves, assisting another student, light lawn work, art projects, etc.) At no time will a child's wellness, safety, or educational time be compromised while completing service to his/her community. After school detention time may be assigned to complete community service.

In- School Suspension

After a Level Three offense the teacher, parent and/or administrator may assign in-school suspension for a period of not more than three days. Either the administrator or his/her designee will supervise the student through the day. The student will be required to be picked at 4:00pm every day during his/her school suspension. From 3:15-4:00pm, he/she will complete a community service project. They will be excluded from group activities and expected to stay on task and complete assignments that will be supplied by the student's teacher. Prior to returning to class, the student, teacher, parents and administrator will meet to discuss expected behavior and goals when returning to the classroom. This is only an option when staff is available.

Out-of-School Suspension

Out-of-school suspension may be short term or long term depending on the severity of the offense. This consequence means that the student has lost his/her privilege to attend school and to be on school property for any reason. During the suspension the student may not attend any activities on school property. Prior to returning to school, the student, parents, administrator and teacher must meet to discuss expected behavior and sign a behavior contract that reflects the student's commitment to the school's code of conduct.

Expulsion

Providence Creek Academy Charter School has a zero tolerance policy for behaviors that endanger students and staff. Alternative placement (depending upon age), or expulsion is the final step in limit setting when other consequences are not severe enough for the offense committed. Expulsion is the most serious consequence and will only be applied after a hearing with the school board, parents, teachers and administrator. Expulsion is the permanent removal of a student from school. Once a student is expelled he/she may not apply to another public school during his/her period of expulsion. When required by law (assault, extortion, offensive touching, terroristic threatening, and possession of controlled substance or weapons), the local police will be notified of a student's infraction and House Bill 322 will be filed as required by law.

Appeal Process

A student may appeal any long-term out-of-school suspension (greater that five days), alternative placement or expulsion. Any appeal must be submitted in writing to the school administrator within 48 hours of original disciplinary action. The school board will convene as soon as reasonably possible and provide a written response to the student. All appeals outside of the time frame must be addressed to the State Board of Education.

Academic Policies

. Grading Policy (Policies described are minimum school policies. Individual teachers may have additional requirements.)

Grade Reporting

1 Students will receive report cards at the end of the nine week period.
The report card must be signed by the parent and returned.

1. If a student receives below "70" in any class on the report card, the parents will be notified of the need for a conference with the teacher who issued the failing grade. All conferences must be documented by the teacher.
2. At the midpoint of a grading period, teachers will send progress reports home on every child.
3. Teachers will phone parents of only those students who do not return their progress reports signed.
4. A teacher will phone parents of any child who begins to fail after progress reports are sent home.
5. If the parent cannot be contacted by phone after reasonable attempts, a letter must be sent informing the parent of the child's progress.
6. Error in notification will not constitute a change in the grade.
7. The teacher will keep accurate grade sheets each nine weeks.

Grading System

1. All grades below 70 are failing.
2. The following grades will be reported:

93-100	A	O- Outstanding
85- 92	B	S- Satisfactory
77- 84	C	N- Needs Improvement
70- 76	D	
0- 69	F	

Make-Up Work

Students with excused absences are to be allowed to make-up all work within a reasonable time following their return to school. A student absent only one day should be able to make-up his/her work in one school day. Students with a lengthy absence should have arrangements made with the teacher. No penalty is to be attached to make-up work for any excused absence. The principal may approve make-up work for a student with excessive absences. No penalty is to be attached to make-up work assigned/approved by the principal. When a student is truant, the work missed can be made up with 70 being the highest possible grade obtained.

Promotion/Retention/Placement

In order to be promoted, students must meet all of the following criteria:

1. Complete grade level requirements in reading and mathematics with an overall average of 70 or above.
2. Achieve an overall grade average of 70 or above in language arts, science, and social studies.
3. In exceptional cases, placement of a student at the appropriate grade level may occur with the approval of the Principal.
4. A student who has failed both reading and math will not be eligible for promotion through the summer school program.
5. Meet the requirements of the DSTP and Accountability per the Department of Education

Honor Roll

Excellence in education is a goal that every school system strives to accomplish. Each nine-weeks, students in Providence Creek Academy are recognized for their academic excellence by their selection to the Honor Roll. The Providence Creek Academy Charter School uses the following honor roll guidelines:

1. High Honor Roll - Students receiving A's in all academic areas.
2. Honor Roll - Students receiving A's in all academic areas OR receiving all A's and one B; receiving all A's and two B's; or any combination similar to the aforementioned in all academic areas.

Conferences

If you wish to have a conference, please contact the teacher or call the school to schedule with the teacher.

Homework

Homework should be purposeful and adjusted to the needs of the individual student. It is expected that most homework be done out of class. Homework assignments should be thoroughly discussed and explained in class. The teacher will follow up on homework assignments. Class work should not be considered homework.

Student Socials

Social Activities – Lower School K-4

1. Christmas - A one hour party with simple refreshments can be held the last hour of the school day on the last day of classes prior to the holidays.
2. Easter – Pre-Kindergarten, Kindergarten, First and Second Grades are allowed to have an Easter egg hunt on the school campus.
3. Grades Three and Four may observe Easter with appropriate activities. Refreshments may be served to all students the last thirty minutes of the day.
4. Valentine's Day - Valentines may be exchanged by the students.

Social Activities – Intermediate School 5-7

1. All events and activities must be approved by the Principal and be on the official school calendar.
2. Christmas - A one hour party with refreshments can be held the last hour of the school day on the last day of classes prior to the holidays.
3. Valentine's Day - Valentines may be exchanged by the students.
4. The Intermediate School will have at minimum, two (2) socials per year for intermediate grade Providence Creek Academy students only.

Please sign and return this page to your child's teacher, indicating receipt of this handbook. If you have questions, contact the Principal at (302)653-6276.

I received Providence Creek Academy's Student Handbook. I have reviewed it with my child.

_____ _____
Signature Date

Acceptable Use Policy

This is to certify that I have read and agree to abide by the guidelines set forth within the Providence Creek Academy Charter School Acceptable Use Policy. As an student I fully intend to comply with this policy realizing that I am personally liable for intentional misuse or abuse of the communications and computer systems. If I have any questions about the policy, I understand that I need to ask my teacher or for clarification.

Name:_____

Signature:_____

School:_____

Date:_____

Parent Name: _____

Parent Signature: _____

DISCIPLINE DATA ENTRY AND PROCEDURES POLICY

Providence Creek Academy Charter School will adhere to the written School Conduct Report Data Entry Manual for the Delaware Student Information System. In accordance with the Delaware Department of Education Regulation 601, Providence Creek Academy must report selected incidents of misconduct as outlined in Title 14 Part 1 Chapter 11 Subsection 4112, Reporting School Crimes. Nothing in this Policy shall preclude or require Providence Creek Academy from reporting other incidences of misconduct.

Approved by the Board of Directors April 19, 2005

ATTENDANCE POLICY

Every parent, guardian, or other person having legal control of a child between the ages of 5 and 16 is required to send such child to school. Attendance standards are applicable to all students enrolled in the School. School attendance is mandated by State law and regulations of the State Board of Education. The Student Attendance Policy of the Board of Directors establishes specific regulations related to attendance.

The School is responsible for reporting violations of the attendance laws of the State. The School may excuse a child for necessary and legal absence, subject to the provisions of the Delaware Code.
The following are considered necessary and legal excused absences and may not be used to file truancy charges:

1. Illness of the student
2. Medical diagnosis and/or treatment
3. Death in the immediate family; funerals of other relatives or close friends, not to exceed one day if in the locality or three days if outside the state
4. Contagious disease in the home of the child subject to regulations of the Division of Public Health, Department of Health and Social Services
5. Legal business requiring the student's presence
6. Suspension or expulsion from school
7. Observance of religious holidays
8. Approved college visits
9. Authorized school-sponsored activities

Absences for other reasons are classified as "unexcused."

A student enrolled in grades K through 8 inclusive is considered truant if such a student has been absent from school without valid excuse, as defined in Rules and Regulations of the State Board of Education, for more than three (3) cumulative or consecutive school days during a given school year. The School will take action regarding unexcused absences including, but not limited to, written communications, home visits, required parent/guardian conferences, and referral of the parent for prosecution. A Parent/guardian who is determined to violate the State's compulsory school attendance laws is subject to penalties as described by State law:

Parents

First offense: fine of $25 to $300 or imprisonment for up to 10 days or both
Second offense: fine of $50 to $500 or imprisonment for up to 20 days or both
Third offense: fine of $230 to $1,150 or imprisonment for up to 30 days or both
A parent may be ordered to perform unpaid community service in lieu of a fine. If imprisoned, the court may impose conditions of release.

Students

Penalties may include community service, counseling, curfew, suspension or revocation of driver's permit or hunting license, prohibition of participation in extracurricular activities or school social events or recommendation that the student enroll in an alternative school.
Any pupil 16 years of age or older who is truant on more than three separate occasions during one school year may be expelled from school by the Board of Directors.
The school, in administering the State policy, defines the most commonly used attendance terms as follows:

Excused Absence:

An excused absence from school or class is an absence for one of the reasons listed above and for which the required parental note of explanation has been presented on the first or second day of the student's return to school or class. Following a valid excused absence, the student will be allowed to make up all work missed, to take tests which were missed, and to submit any assignments which became due during the absence. Following an excused absence from school or class, the time allowance for taking tests or turning in assignments shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend the time allowance for making up work missed if the specific circumstances of the situation merit such action. The responsibility for initiating make-up work and turning in assignments rests with the student.

Unexcused Absence:

An unexcused absence from school or class is an absence:
1. Which is for a reason not listed as excused or
2. About which the parent/guardian has no knowledge or
3. For which the parental note of explanation was not provided on the student's first or second day of return to school following the absence
   A student whose absence is unexcused shall receive no credit for assignments missed or tests given during the period of the unexcused absence unless otherwise permitted by the teacher. While an unexcused absence may result in no credit for assignments or tests missed, students may request assignments from their teacher at the initiation of the student. If the teacher provides assignments after an unexcused absence, the time allowance for requesting the instructional materials or assignments from the teacher shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend this time allowance if the specific circumstances of the situation merit such action.

Lateness to Class:

At the beginning of each term, the teacher shall define guidelines regarding lateness to class. When, in the judgment of the teacher, lateness becomes excessive, the student will be reported to an appropriate staff member for administrative action. Lateness to class may have a detrimental effect on student learning.

Tardiness to School

All students are expected to be punctual to school. Students who arrive at their first class assignment after the start of school are tardy. A student who is late to school should present a written explanation for the tardiness on the first or second day following the tardiness. Students should recognize that a written explanation from home does not automatically cause the tardiness to be excused. Such reasons as car trouble, personal business, heavy traffic, home obligations, etc., while understandable, are not acceptable excuses and will be listed as unexcused. Reasons such as personal illness, medical appointments, and appearances in court will be considered as excused tardiness when verified by a note from home. Students who do not attend at least half of the class periods on a given day will be marked absent for that day. Students who are absent for more than fifteen (15) minutes of a class may be considered absent from the class unless excused by proper authority. Three tardies will equal one absence for the year.

Prearranged Absence

A prearranged absence is a student's absence from school for one or more days to visit a college or university or for other educational activities approved by the Principal. The absence should be prearranged by writing the Principal, giving the full particulars of the absence. Approval for such absences should be sought, where practicable, at least one (1) week prior to the date on which the absence is to occur. Upon the development of a plan by student and teacher for making up the assignments to be missed, the Principal may then define the absence as excused.

Students who must leave the building due to an emergency or some other reason which did not permit a prearranged absence must receive approval from the principal or his/her designee. The student is then responsible for completing the sign-out procedure before leaving the building and must present the required parental note of explanation upon his/her return to school.

Student Records

1. Purpose

The educational interests of the pupil and of society require the collection, retention, and use of information about individual pupils and groups of pupils. The welfare and progress of pupils is inextricably related to the maintenance of a thorough and efficient system of public schools; the latter cannot be achieved nor assessed in the absence of appropriate information about the former.

It is no less the interest of society to protect the right of each of its members against an unwarranted invasion of privacy. The primary purpose of pupil record keeping shall be the educational welfare and advancement of the pupil.

2. Authority

P.L. 98-380

Pursuant to the P.L. 98-380, cumulative files are intended to provide information which can be used to develop the best possible educational program for each student. A well developed file contains information useful for counseling, individual instructional program design, recommendations as to advanced study, job placement, and a variety of similar purposes. Information typically includes: identifying data, academic work completed, level of achievement (grades, standardized achievement test scores), attendance data, scores on standardized intelligence, aptitude, and psychological tests, interest inventory results, health data, family background information, teacher or counselor ratings and observations, and verified reports of serious or recurrent behavior patterns.

Information subject to change which should not be permanently recorded in the student's permanent record file may be recorded in a temporary file, which should be destroyed shortly after the student leaves the school.

A parent or legal guardian is entitled to inspect the student record file and not merely to have items selected and read by school officials. At the time of such inspection, it is advisable that appropriate school personnel be present to prevent misinterpretations of the record and to answer questions.

All records should be open to challenge by the student and/or his/her parent or legal guardian, but his right of question does not, per se, imply an obligation upon school personnel to make changes in the records.

<u>Data Collection</u>

The school may collect data pertinent to educational purposes by entering information from the following on cumulative record folders

without the prior informed consent of parents: identifying data, academic work completed, level of achievement, grades, attendance data, scores on group or individual standardized intelligence, achievement, aptitude, psychological, sociometric, or interest inventory tests, health data, family background information, teacher, counselor or other school personnel ratings and observations, and verified reports of serious or recurrent behavior patterns.

The prior informed consent of parents must be obtained before information not specifically listed above is entered in the school cumulative record folder. Obtaining the prior informed consent of parents before unverified data is entered on the cumulative record is mandatory. In all cases where prior consent is to be obtained, it must be in writing, in any form deemed applicable to a school's needs.

Material needed as memory aids in working with pupils should not be entered on the cumulative folder and does not become part of the official record. It should be destroyed after the usefulness of such information is ended and, in any case, destroyed within one year after a student either graduates or leaves school for any reason.

Access to Student Cumulative Records

Any parent or legal guardian of any child enrolled in a public school of the State has the right to inspect and review any and all official records, files, and data directly relating to that child, including all material entered on the child's official cumulative record folder. The opportunity to review a folder may be granted at any time upon a parent's or guardian's verbal or written request, but in no case shall more than five school days elapse after the request is made and the physical review granted. School officials, including teachers, have the right to inspect and review a child's records for legitimate educational purposes provided they follow appropriate procedures for identifying both themselves and their reason for inspecting any or all cumulative records involved (see Student Folder Inspection Record form for proper procedure.)

Officials of other schools or school systems in which a student intends to enroll may be sent a copy of that student's record, providing that a parent is notified of the transfer, either verbally or in writing, receives a copy of the record if desired, and has an opportunity for a hearing to challenge the content of a record. Copies of a student's record may also be sent in connection with a student's application for, or receipt of, financial aid under the same procedures.

Copies of student records may be inspected and reviewed by State education personnel, by authorized representatives of the Comptroller General of the United States or by United States Office of Education employees as defined by Public Law 93-380.

Written consent must be obtained from a student's parent or legal guardian to release records to agencies, institutions, businesses, or individuals not specifically mentioned in the preceding paragraphs. Such consent shall be made on the form, "Permission for Release of

School Information," furnished for that purpose. A copy of the information furnished must be released to the student's parent or guardian, if requested.

Cumulative record information must be furnished in compliance with a judicial order or pursuant to any lawfully issued subpoena, upon the condition that parents are notified in advance, verbally or in writing, of compliance with such orders or subpoenas.

The Right of Challenge

A parent or legal guardian shall have an opportunity for a hearing to challenge the content of a child's school records to insure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein. Any hearings afforded under this regulation shall involve the appropriate procedures and school personnel to adequately answer all parents' questions as to their child's records.

The hearing with the parent will be held at the school where the records being challenged are located. This hearing will include all appropriate school personnel and the child's parents... The local school principal will determine who will be needed in the way of school personnel. The date of the hearing will be set by the local school principal and will be set within twenty (20) school days of the parent's written request for the hearing.

Age of Majority

For the purposes of the regulations, whenever a student has attained eighteen (18) years of age, or is attending an institution of post-secondary education, the permission or consent required, and the rights accorded to the parents of the student, shall thereafter only be required of, and accorded to, the student.

Forms

The "Student Folder Inspection Record" is to be permanently kept with the file of a student, with all inspection and review transactions recorded in the spaces provided.

The "Permission for Release of School Information" form is to be used n all cases requiring parental permission for release of records.

Records in State Archives

Records forwarded to the State Archives shall be subject to the same regulations as imposed upon schools in Delaware.

Informing Parents of Their Rights

Pursuant to P.L. 93-380, parents of students (or the students, if they are eighteen (18) years of age or older) must be informed of the rights accorded them to inspect, review, and challenge entries made on the official records of the school. This may be done through an appropriate entry in a school handbook, a memorandum sent to parents, or through public news media procedures.

Responsibility for Collection, Maintenance, Dissemination and Notification Procedures

The principal of each school is responsible for the administration of the provisions of P.L. 93-380. Under his/her direction, a clerk or secretary may perform the actual physical tasks associated with carrying out the procedures delineated in these guidelines.

Student Record System

Under the coordination of the Managing Director and Principal, each school shall establish a system of pupil records so that pertinent information on anN7 student can be readily available. All student files should also be complete.

List of Names of Pupils

No employee of the school district shall furnish list of names and addresses of pupils to anyone other than school officials. The Managing Director may authorize the release of lists of names to local schools and colleges and other agencies, if in his/her judgment the students will receive merit or possible educational or career

July 18, 2005

Mrs. Debbie Doyle
Mrs. Lynn Cunningham
Mrs. Judy Blendt

In accordance with Board Policy (STUDENT RECORDS) the following procedures will be adhered to when copying, removing or forwarding a student cumulative file. The person copying, removing or forwarding the record must sign in on the "Student Folder Inspection Record" with their name, date, and reason for transaction. A list of all items copied or removed from cumulative files must have a "Student Record Authorization To Remove or Copy" form completed prior to task completion. The "Student Record Authorization To Remove or Copy" form must be placed in the cumulative record upon completion of the copying or removal of any document. Written approval by signature on the "Student Record Authorization To Remove or Copy" form must be obtained from either the Managing Director or the Principal.

Thank you,

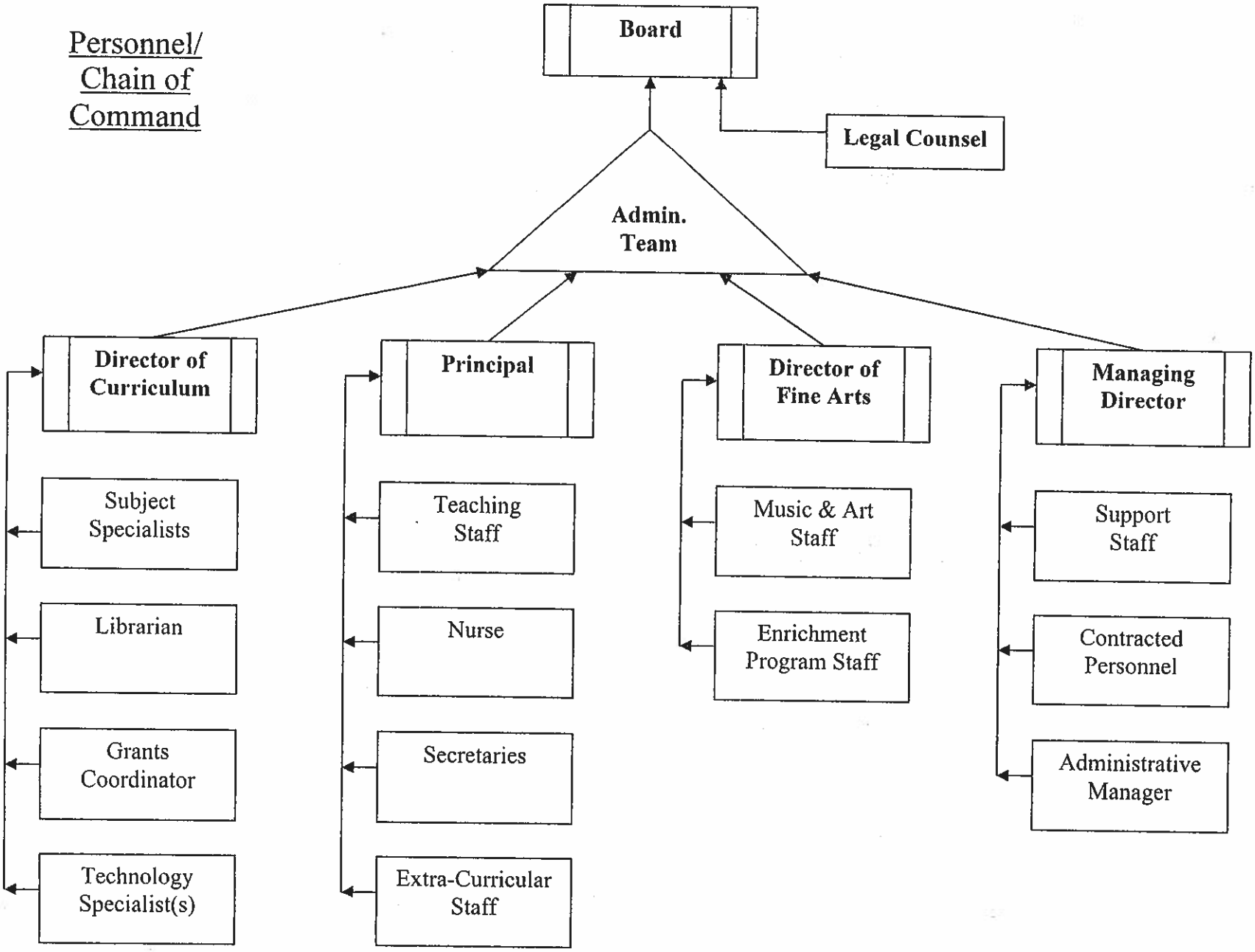
Charles E. Taylor
Managing Director

July 18, 2005

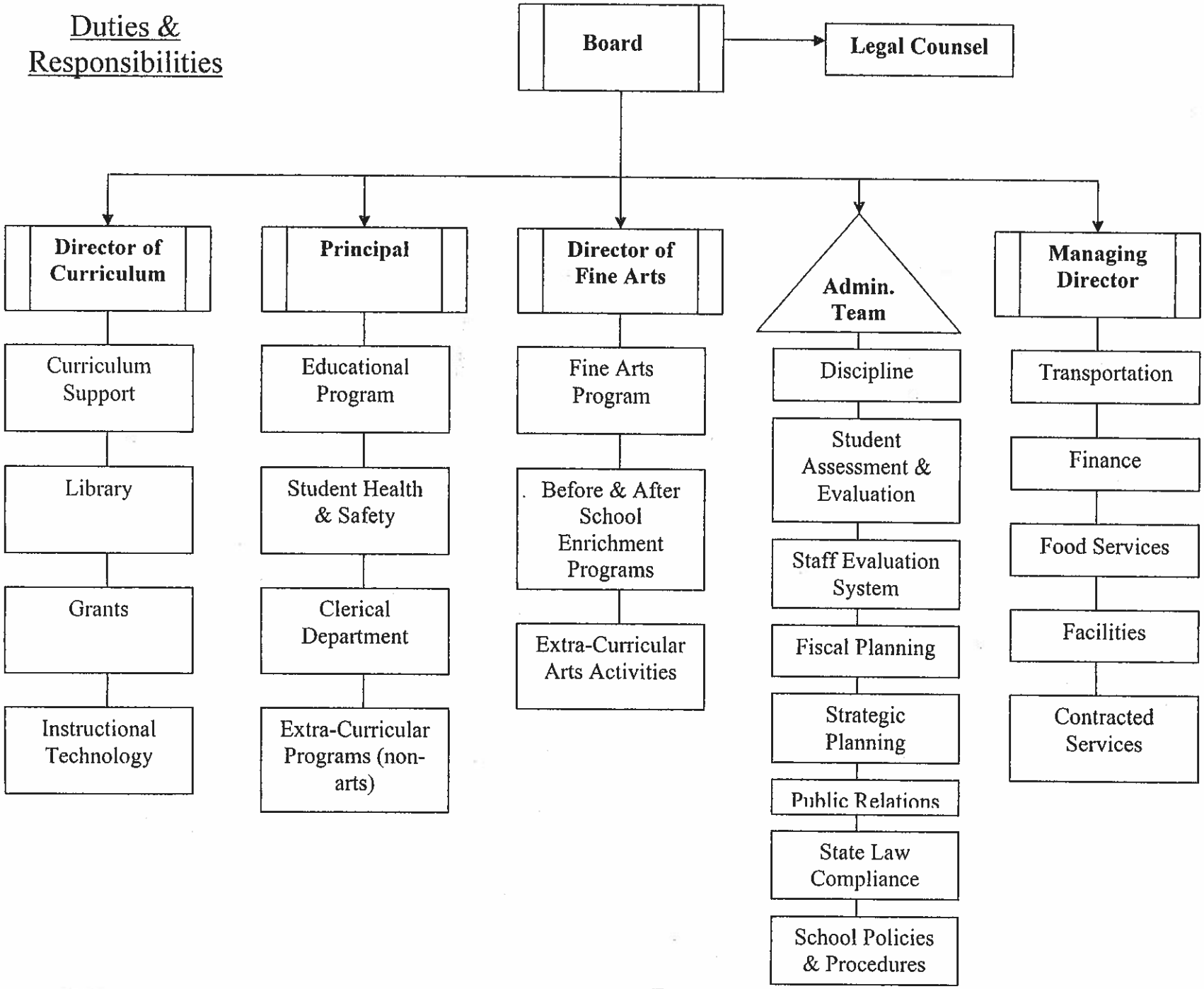
9.1.05

9.1.05

Personnel/ Chain of Command



Duties & Responsibilities



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

PROVIDENCE CREEK ACADEMY CHARTER SCHOOL

Upon approval by the Secretary of Education, this Agreement will become a part of the formal evaluation process for Providence Creek Academy Charter School and will be used in both the annual monitoring and evaluation for charter renewal for this school.

Premises

Providence Creek Academy Charter School will serve students in grades K-8.

Effective Date

This agreement will be in effect from the date of signature by the Secretary of Education through August 31, 2010, or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to Del.C., Title 14, Section 515 (b) or (c).

Conditions

1. During the term of this Agreement, Providence Creek Academy Charter School should attain the school performance rating of "Commendable" as set forth by the requirements for public schools in the regulations adopted pursuant to Del.C., Title 14, Section 154.
2. During the term of this Agreement, Providence Creek Academy Charter School will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other standardized assessments through the achievement targets listed below. Providence Creek Academy Charter School will participate in the state assessment (DSTP) in each subject area at each grade required by the Department of Education. Beginning in 2006-2007 this will include work sampling at grades K-1, and on-grade and off-grade assessment covering grades 2-8

    A. Achievement Target One: There should be an increase in average performance in each subject area assessed at each grade on the annual DSTP.

    B. Achievement Target Two: By the end of 2010, the average performance of students enrolled for three years will show a 5% increase in the average reading and mathematics as assessed on the annual DSTP.

3. During the term of this agreement, Providence Creek Academy Charter School should demonstrate that its students exhibit positive behavior related to academic success through the following:

    A. For each year of operation, average daily attendance should be at least 90% of average daily enrollment; and

    B. For each year of school operation, Providence Creek Academy Charter School should have fewer reportable incidents than the average for all schools with similar grade configuration in Kent County; and

    C. Each year, with exception of students that move away, at least 80% of the total non-graduating student body enrolled during the final month of Providence Creek Academy Charter School year should return to Providence Creek Academy Charter School the following school year.

4. During the term of this agreement, Providence Creek Academy Charter School will demonstrate that it has strong market accountability through the following:

    A. Each year, Providence Creek Academy Charter School should have at least enough students seek admission to Providence Creek Academy Charter School to enroll at least 95% of the number of students allowed by the charter at the beginning of the school year.

    B. Throughout the school year, Providence Creek Academy Charter School, will maintain an enrollment of at least 80% of the maximum allowed by the charter.

    C. Each year Providence Creek Academy Charter School should have a waiting list of students seeking admission.

5. During the term of this agreement, the parents of students enrolled at Providence Creek Academy Charter School will express satisfaction with the school's administration and educational program through the following:

    Annually, a survey of parents of students who attend Providence Creek Academy Charter School will be conducted.

    Each year of school operation, at least 70% of parents of enrolled students that return the survey should indicate overall satisfaction with Providence Creek Academy Charter School's administration and educational program.

On Behalf of the Board of Directors Providence Creek Academy Charter School	Date
Valerie Woodruff, Secretary of Education Executive Secretary to the State Board of Education	Date

9/29/05 Adjusted Budget Sheets for Current Charter Term Only (1)

REVENUE SUMMARY

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	$ 2,377,576	$ 3,182,954	$ 3,487,402	$ 3,569,492	$ -
b) School District Local Fund Transfers	$ 327,848	$ 494,552	$ 653,677	$ 685,057	$ -
c) Charter School Federal Funds (2)	$ 814	$ -	$ -	$ -	$ -
d) Other Federal Funds (3)	$ -	$ 79,281	$ 193,388	$ 264,431	$ -
e) Construction Loans (4)	$ -	$ -	$ -	$ -	$ -
f) Equipment Loans (5)	$ -	$ -	$ -	$ -	$ -
g) Other Loans (6)	$ -	$ -	$ -	$ -	$ -
h) Other (7)	$ 100,146	$ 114,647	$ 215,084	$ 327,083	$ -
TOTAL REVENUE	**$ 2,806,383**	**$ 3,871,433**	**$ 4,549,551**	**$ 4,846,063**	**$ -**

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
(2) Charter School Federal Funds are federal start-up and/or dissemination funds
(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list
(4) Include estimated terms and appropriate amortization schedule
(5) Include terms for *each* intended contract (ex. Furniture, computers, copiers, etc.)
(6) Include estimated terms and definition of resource
(7) *Must* include specifics of definition and terms of other resources *not* already accounted for on this page in "a" through "g"

EXPENSE SUMMARY

OPERATING YEARS

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Personnel Salaries (8)	$	FTE	$	FTE	$	FTE	$	FTE	$	FTE
a)	Teachers	$ 886,955	29	$ 1,459,624	37	$ 1,252,834	34	$ 1,295,827	40	$ -	0
b)	Principal/Administrative	$ 40,755	2	$ 135,453	3	$ 168,558	2	$ 315,122	4	$ -	0
c)	Nurse	$ -	1	$ -	1	$ 33,024	1	$ 38,000	1	$ -	0
d)	Clerical	$ -	3		3	$ 78,753	3	$ 80,960	3	$ -	0
e)	Custodial	$ -	0	$ -	1	$ 18,762	1	$ 22,173	1	$ -	0
f)	Substitutes	$ -	0	$ 41,953	0	$ 69,029	0	$ 80,845	0	$ -	0
g)	Other	$ 34,325	3	$ 23,119	2	$ 134,018	4	$ 222,569	8	$ -	0
			38		47		45		57		0
	Other Employer Costs (9)										
h)	Health Insurance (10)	$ 81,870		$ 182,499		$ 243,076		$ 334,140		$ -	
i)	Pension (11)	$ 84,248		$ 177,277		$ 212,081		$ 288,082		$ -	
j)	FICA (11)	$ 58,504		$ 101,686		$ 107,425		$ 127,080		$ -	
k)	Medicare (11)	$ 13,682		$ 23,783		$ 25,125		$ 29,720		$ -	
l)	Worker's Compensation (11)	$ 13,083		$ 22,674		$ 23,957		$ 35,527		$ -	
m)	Unemployment Insurance (11)	$ 1,153		$ 2,001		$ 2,114		$ 3,491		$ -	
n)	Other Benefits (12)	$ 45		$ -		$ -		$ -		$ -	
	SUBTOTAL PERSONNEL	$ 1,214,620		$ 2,170,068		$ 2,368,755		$ 2,873,336		$ -	

(8) Provide detail showing how personnel salary amounts and FTE are calculated
(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
(10) Include projected annual health insurance expenses for ***all*** employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

EXPENSE SUMMARY (continued)

OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Student Support	$	$	$	$	$
a)	Transportation (13)	$ 385,118	$ 332,172	$ 493,715	$ 494,000	$ -
b)	Cafeteria (14)	$ 84,757	$ 90,849	$ 109,250	$ 182,616	$ -
c)	Extra Curricular	$ 4,530	$ 2,728	$ 1,794	$ 2,000	$ -
d)	Supplies and Materials	$ 10,590	$ 20,149	$ 29,489	$ 36,699	$ -
e)	Textbooks	$ 7,244	$ 52,782	$ 128,443	$ 66,801	$ -
f)	Computers	$ 14,738	$ 71,733	$ 46,007	$ 33,418	$ -
g)	Contracted Services (15)	$ 93,699	$ 114,524	$ 125,776	$ 71,800	$ -
h)	Other (16)	$ 14,337	$ 21,134	$ 57,421	$ 21,500	$ -
	SUBTOTAL STUDENT SUPPORT	**$ 615,012**	**$ 706,071**	**$ 991,895**	**$ 908,834**	**$ -**
	Operations and Maintenance of Facilities					
i)	Insurance (Property/Liability)	$ 15,941	$ 14,320	$ 17,428	$ 20,000	$ -
j)	Rent (17)	$ 399,338	$ 395,964	$ 523,992	$ 524,000	$ -
k)	Mortgage (17)	$ -	$ -	$ -	$ -	$ -
l)	Utilities	$ 44,111	$ 32,792	$ 73,705	$ 83,000	$ -
m)	Maintenance	$ 96,038	$ 145,786	$ 120,204	$ 127,527	$ -
n)	Telephone/Communications	$ 54,108	$ 14,096	$ 8,186	$ 14,160	$ -
o)	Construction (17)	$ -	$ -	$ -	$ -	$ -
p)	Renovation (17)	$ -	$ -	$ -	$ -	$ -
q)	Other (18)	$ 39,613	$ 61,061	$ -	$ -	$ -
	SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	**$ 649,148**	**$ 664,019**	**$ 743,515**	**$ 768,687**	**$ -**

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize *all* contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

EXPENSE SUMMARY (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Administrative/Operations Support (19)	$	$	$	$	$
a) Equipment Lease/Maintenance	$ -	$ -	$ 1,724	$ 1,800	$ -
b) Equipment Purchase	$ 31,063	$ 11,648	$ -	$ -	$ -
c) Supplies and Materials	$ 25,447	$ 13,665	$ 12,440	$ 12,900	$ -
d) Printing and Copying	$ 15,453	$ 6,143	$ 360	$ 500	$ -
e) Postage and Shipping	$ 7,316	$ 1,067	$ 2,197	$ 2,900	$ -
f) Other (20)	$ 182,639	$ 274,141	$ 158,410	$ 52,500	$ -
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	**$ 261,917**	**$ 306,663**	**$ 175,131**	**$ 70,600**	**$ -**
Management Company (21)					
g) Fees	$ 57,588	$ -	$ -	$ -	$ -
h) Salaries/Other Employee Costs	$ -	$ -	$ -	$ -	$ -
i) Curriculum	$ -	$ -	$ -	$ -	$ -
j) Accounting and Payroll	$ -	$ -	$ -	$ -	$ -
k) Other (22)	$ -	$ -	$ -	$ 38,500	$ -
SUBTOTAL MANAGEMENT COMPANY	**$ 57,588**	**$ -**	**$ -**	**$ 38,500**	**$ -**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Contingency Reserve (23)	$ -	$ -	$ 60,263	$ 85,091	$ -
Contingency Minimum Check	$ 56,128	$ 77,429	$ 90,991	$ 96,921	$ -

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

EXPENSE SUMMARY SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Personnel	$ 1,214,620	$ 2,170,068	$ 2,368,755	$ 2,873,336	$ -
Student Support	$ 615,012	$ 706,071	$ 991,895	$ 908,834	$ -
Operations and Maintenance of Facilities	$ 649,148	$ 664,019	$ 743,515	$ 768,687	$ -
Administrative/Operations	$ 261,917	$ 306,663	$ 175,131	$ 70,600	$ -
Management Company	$ 57,588	$ -	$ -	$ 38,500	$ -
Contingency Reserve	$ -	$ -	$ 60,263	$ 85,091	$ -
GRAND TOTAL ALL EXPENSES	**$ 2,798,286**	**$ 3,846,821**	**$ 4,339,559**	**$ 4,745,048**	**$ -**

EXPENSE AND REVENUE SUMMARY					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EXPENSE SUMMARY	**$ 2,798,286**	**$ 3,846,821**	**$ 4,339,559**	**$ 4,745,048**	**$ -**
REVENUE SUMMARY	**$ 2,806,383**	**$ 3,871,433**	**$ 4,549,551**	**$ 4,846,063**	**$ -**
DIFFERENCE	**$ 8,097**	**$ 24,613**	**$ 209,992**	**$ 101,016**	**$ -**

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

STATE, LOCAL & LOANS REVENUE

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	$ 3,666,299	$ 3,666,299	$ 3,666,299	$ 3,666,299	$ 3,666,299
b) School District Local Fund Transfers	$ 732,548	$ 732,548	$ 732,548	$ 732,548	$ 732,548
c) Construction Loans (4)	$ -	$ -	$ -	$ -	$ -
d) Equipment Loans (5)	$ -	$ -	$ -	$ -	$ -
e) Other Loans (6)	$ -	$ -	$ -	$ -	$ -
STATE LOCAL & LOANS REVENUE	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
(4) Include estimated terms and appropriate amortization schedule
(5) Include terms for *each* intended contract (ex. Furniture, computers, copiers, etc.)
(6) Include estimated terms and definition of resource

STATE, LOCAL & LOANS EXPENSES

OPERATING YEARS

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Personnel Salaries (8)	$	FTE	$	FTE	$	FTE	$	FTE	$	FTE
a)	Teachers	$ 1,217,077	38	$ 1,217,077	38	$ 1,217,077	37.56	$ 1,217,077	38	$ 1,217,077	38
b)	Principal/Administrative	$ 315,122	4	$ 315,122	4	$ 315,122	4.2	$ 315,122	4	$ 315,122	4
c)	Nurse	$ 38,000	1	$ 38,000	1	$ 38,000	1	$ 38,000	1	$ 38,000	1
d)	Clerical	$ 80,960	3	$ 80,960	3	$ 80,960	3	$ 80,960	3	$ 80,960	3
e)	Custodial	$ 22,173		$ 22,173		$ 22,173		$ 22,173		$ 22,173	
f)	Substitutes	$ 71,845		$ 71,845		$ 71,845		$ 71,845		$ 71,845	
g)	Other	$ 91,448	5	$ 91,448	5	$ 91,448	5	$ 91,448	5	$ 91,448	5
			50.76		50.76		50.76		50.76		50.76
	Other Employer Costs (9)										
h)	Health Insurance (10)	$ 312,522		$ 312,522		$ 312,522		$ 312,522		$ 312,522	
i)	Pension (11)	$ 256,258		$ 256,258		$ 256,258		$ 256,258		$ 256,258	
j)	FICA (11)	$ 113,410		$ 113,410		$ 113,410		$ 113,410		$ 113,410	
k)	Medicare (11)	$ 26,523		$ 26,523		$ 26,523		$ 26,523		$ 26,523	
l)	Worker's Compensation (11)	$ 31,713		$ 31,713		$ 31,713		$ 31,713		$ 31,713	
m)	Unemployment Insurance (11)	$ 3,116		$ 3,116		$ 3,116		$ 3,116		$ 3,116	
n)	Other Benefits (12)	$ -		$ -		$ -		$ -		$ -	
	SUBTOTAL PERSONNEL	**$ 2,580,167**		**$ 2,580,167**		**$ 2,580,167**		**$ 2,580,167**		**$ 2,580,167**	

(8) Provide detail showing how personnel salary amounts and FTE are calculated
(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
(10) Include projected annual health insurance expenses for *all* employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

STATE, LOCAL & LOANS EXPENSES (continued)

OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Student Support	$	$	$	$	$
a)	Transportation (13)	$ 494,000	$ 518,700	$ 518,700	$ 518,700	$ 518,700
b)	Cafeteria (14)	$ -	$ -	$ -	$ -	$ -
c)	Extra Curricular	$ 2,000	$ 2,000	$ 2,500	$ 3,000	$ 3,500
d)	Supplies and Materials	$ 22,551	$ 23,000	$ 23,500	$ 24,000	$ 24,500
e)	Textbooks	$ 25,000	$ 26,000	$ 26,500	$ 27,000	$ 29,000
f)	Computers	$ 32,011	$ 33,000	$ 33,500	$ 35,000	$ 35,000
g)	Contracted Services (15)	$ 70,000	$ 72,000	$ 73,000	$ 75,000	$ 77,000
h)	Other (16)	$ 21,500	$ 23,000	$ 24,000	$ 25,000	$ 25,000
	SUBTOTAL STUDENT SUPPORT	**$ 667,062**	**$ 697,700**	**$ 701,700**	**$ 707,700**	**$ 712,700**
	Operations and Maintenance of Facilities					
i)	Insurance (Property/Liability)	$ 20,000	$ 21,000	$ 22,000	$ 23,000	$ 24,000
j)	Rent (17)	$ 524,000	$ 550,200	$ 550,200	$ 550,200	$ 550,200
k)	Mortgage (17)	$ -	$ -	$ -	$ -	$ -
l)	Utilities	$ 83,000	$ 87,150	$ 90,000	$ 92,000	$ 94,000
m)	Maintenance	$ 127,527	$ 129,000	$ 130,000	$ 131,000	$ 132,000
n)	Telephone/Communications	$ 14,160	$ 14,160	$ 14,500	$ 14,500	$ 14,500
o)	Construction (17)	$ -	$ -	$ -	$ -	$ -
p)	Renovation (17)	$ -	$ -	$ -	$ -	$ -
q)	Other (18)	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	**$ 768,687**	**$ 801,510**	**$ 806,700**	**$ 810,700**	**$ 814,700**

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize ***all*** contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

STATE, LOCAL & LOANS EXPENSES (continued)

OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Administrative/Operations Support (19)	$	$	$	$	$
a)	Equipment Lease/Maintenance	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
b)	Equipment Purchase	$ -	$ -	$ -	$ -	$ -
c)	Supplies and Materials	$ 11,700	$ 12,000	$ 12,100	$ 12,300	$ 12,500
d)	Printing and Copying	$ 500	$ 750	$ 900	$ 1,000	$ 1,000
e)	Postage and Shipping	$ 2,900	$ 3,000	$ 3,000	$ 3,000	$ 3,000
f)	Other (20)	$ 52,500	$ 50,000	$ 50,000	$ 50,000	$ 50,000
	SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	**$ 69,400**	**$ 67,550**	**$ 67,800**	**$ 68,100**	**$ 68,300**
	Management Company (21)					
g)	Fees	$ -	$ -	$ -	$ -	$ -
h)	Salaries/Other Employee Costs	$ -	$ -	$ -	$ -	$ -
i)	Curriculum	$ -	$ -	$ -	$ -	$ -
j)	Accounting and Payroll	$ -	$ -	$ -	$ -	$ -
k)	Other (22)	$ 38,500	$ 38,500	$ 38,500	$ 38,500	$ 38,500
	SUBTOTAL MANAGEMENT COMPANY	**$ 38,500**	**$ 38,500**	**$ 38,500**	**$ 38,500**	**$ 38,500**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Contingency Reserve (23)	$ 87,977	$ 87,977	$ 87,977	$ 87,977	$ 87,977
Contingency Minimum Check	$ 87,977	$ 87,977	$ 87,977	$ 87,977	$ 87,977

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

STATE, LOCAL & LOANS EXPENSES SUBTOTAL

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Personnel	$ 2,580,167	$ 2,580,167	$ 2,580,167	$ 2,580,167	$ 2,580,167
Student Support	$ 667,062	$ 697,700	$ 701,700	$ 707,700	$ 712,700
Operations and Maintenance of Facilities	$ 768,687	$ 801,510	$ -	$ 810,700	$ 814,700
Administrative/Operations	$ 69,400	$ 67,550	$ 67,800	$ 68,100	$ 68,300
Management Company	$ 38,500	$ 38,500	$ 38,500	$ 38,500	$ 38,500
Contingency Reserve	$ 87,977	$ 87,977	$ 87,977	$ 87,977	$ 87,977
STATE, LOCAL & LOANS TOTAL EXPENSES	**$ 4,211,793**	**$ 4,273,404**	**$ 3,476,144**	**$ 4,293,144**	**$ 4,302,344**

STATE, LOCAL & LOANS EXPENSES AND REVENUE

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
STATE, LOCAL & LOANS TOTAL EXPENSES (from page 4)	**$ 4,211,793**	**$ 4,273,404**	**$ 3,476,144**	**$ 4,293,144**	**$ 4,302,344**
STATE, LOCAL & LOANS TOTAL REVENUE (from page 1)	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**	**$ 4,398,847**
DIFFERENCE	**$ 187,055**	**$ 125,443**	**$ 922,703**	**$ 105,703**	**$ 96,503**

Correct Figures for Spread sheet after formula entered In E135
E135=$806,700.00
E140=$4,282,844.00
E146=$4,282,844.00
E150=$116,003.00

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

FEDERAL REVENUE

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Charter School Federal Funds (2)	$ 241,215	$ 241,215	$ 241,215	$ 241,215	$ 241,215
b) Other Federal Funds (3)	$ -	$ -	$ -	$ -	$ -
FEDERAL TOTAL REVENUE	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
(2) Charter School Federal Funds are federal start-up and/or dissemination funds
(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list

FEDERAL EXPENSES

OPERATING YEARS

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Personnel Salaries (8)	$	FTE	$	FTE	$	FTE	$	FTE	$	FTE
a)	Teachers	$ 78,750	2	$ 78,750	2	$ 78,750	2	$ 78,750	2	$ 78,750	2
b)	Principal/Administrative	$ -				$ -		$ -		$ -	
c)	Nurse	$ -		$ -		$ -		$ -		$ -	
d)	Clerical	$ -		$ -		$ -		$ -		$ -	
e)	Custodial	$ -		$ -		$ -		$ -		$ -	
f)	Substitutes	$ 8,800		$ 8,800		$ 8,800		$ 8,800		$ 8,800	
g)	Other	$ 88,943	2	$ 88,943	2	$ 88,943	2	$ 88,943	2	$ 88,943	2
			4.54		4.54		4.54		4.54		4.54
	Other Employer Costs (9)										
h)	Health Insurance (10)	$ 10,646		$ 10,646		$ 10,646		$ 10,646		$ 10,646	
i)	Pension (11)	$ 25,458		$ 25,458		$ 25,458		$ 25,458		$ 25,458	
j)	FICA (11)	$ 11,055		$ 11,055		$ 11,055		$ 11,055		$ 11,055	
k)	Medicare (11)	$ 2,586		$ 2,586		$ 2,586		$ 2,586		$ 2,586	
l)	Worker's Compensation (11)	$ 3,084		$ 3,084		$ 3,084		$ 3,084		$ 3,084	
m)	Unemployment Insurance (11)	$ 303		$ 303		$ 303		$ 303		$ 303	
n)	Other Benefits (12)	$ -		$ -		$ -		$ -		$ -	
	SUBTOTAL PERSONNEL	**$ 229,625**		**$ 229,625**		**$ 229,625**		**$ 229,625**		**$ 229,625**	

(8) Provide detail showing how personnel salary amounts and FTE are calculated
(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
(10) Include projected annual health insurance expenses for *all* employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

FEDERAL EXPENSES (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Student Support	$	$	$	$	$
a)	Transportation (13)	$ -	$ -	$ -	$ -	$ -
b)	Cafeteria (14)	$ -	$ -	$ -	$ -	$ -
c)	Extra Curricular	$ -	$ -	$ -	$ -	$ -
d)	Supplies and Materials	$ 7,183	$ 7,183	$ 7,183	$ 7,183	$ 7,183
e)	Textbooks	$ -	$ -	$ -	$ -	$ -
f)	Computers	$ 1,407	$ 1,407	$ 1,407	$ 1,407	$ 1,407
g)	Contracted Services (15)	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
h)	Other (16)	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL STUDENT SUPPORT	**$ 10,390**	**$ 10,390**	**$ 10,390**	**$ 10,390**	**$ 10,390**
	Operations and Maintenance of Facilities					
i)	Insurance (Property/Liability)	$ -	$ -	$ -	$ -	$ -
j)	Rent (17)	$ -	$ -	$ -	$ -	$ -
k)	Mortgage (17)	$ -	$ -	$ -	$ -	$ -
l)	Utilities	$ -	$ -	$ -	$ -	$ -
m)	Maintenance	$ -	$ -	$ -	$ -	$ -
n)	Telephone/Communications	$ -	$ -	$ -	$ -	$ -
o)	Construction (17)	$ -	$ -	$ -	$ -	$ -
p)	Renovation (17)	$ -	$ -	$ -	$ -	$ -
q)	Other (18)	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize *all* contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

FEDERAL EXPENSES (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Administrative/Operations Support (19)	$	$	$	$	$
a) Equipment Lease/Maintenance	$ -	$ -	$ -	$ -	$ -
b) Equipment Purchase	$ -	$ -	$ -	$ -	$ -
c) Supplies and Materials	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200
d) Printing and Copying	$ -	$ -	$ -	$ -	$ -
e) Postage and Shipping	$ -	$ -	$ -	$ -	$ -
f) Other (20)	$ -	$ -	$ -	$ -	$ -
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**
Management Company (21)					
g) Fees	$ -	$ -	$ -	$ -	$ -
h) Salaries/Other Employee Costs	$ -	$ -	$ -	$ -	$ -
i) Curriculum	$ -	$ -	$ -	$ -	$ -
j) Accounting and Payroll	$ -	$ -	$ -	$ -	$ -
k) Other (22)	$ -	$ -	$ -	$ -	$ -
SUBTOTAL MANAGEMENT COMPANY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Contingency Reserve (23)	$ -	$ -	$ -	$ -	$ -
Contingency Minimum Check	$ 4,824	$ 4,824	$ 4,824	$ 4,824	$ 4,824

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

FEDERAL EXPENSES SUBTOTAL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Personnel	$ 229,625	$ 229,625	$ 229,625	$ 229,625	$ 229,625
Student Support	$ 10,390	$ 10,390	$ 10,390	$ 10,390	$ 10,390
Operations and Maintenance of Facilities	$ -	$ -	$ -	$ -	$ -
Administrative/Operations	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200
Management Company	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
FEDERAL TOTAL EXPENSES	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**

FEDERAL EXPENSES AND REVENUE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FEDERAL TOTAL EXPENSES (from page 4)	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**
FEDERAL TOTAL REVENUE (from page 1)	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**	**$ 241,215**
DIFFERENCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

OTHER REVENUE

OPERATING YEARS					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Other (7)	$ 241,982	$ 241,982	$ 241,982	$ 241,982	$ 241,982
OTHER TOTAL REVENUE	**$ 241,982**	**$ 241,982**	**$ 241,982**	**$ 241,982**	**$ 241,982**

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
(7) *Must* include specifics of definition and terms of other resources *not* already accounted for on other revenue pages "State Local & Loans" and "Federal"

OTHER EXPENSES

OPERATING YEARS

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Personnel Salaries (8)	$	FTE	$	FTE	$	FTE	$	FTE	$	FTE
a)	Teachers	$ -		$ -		$ -		$ -		$ -	
b)	Principal/Administrative	$ -		$ -		$ -		$ -		$ -	
c)	Nurse	$ -		$ -		$ -		$ -		$ -	
d)	Clerical	$ -		$ -		$ -		$ -		$ -	
e)	Custodial	$ -		$ -		$ -		$ -		$ -	
f)	Substitutes	$ -		$ -		$ -		$ -		$ -	
g)	Other	$ 32,000	1	$ 32,000	1	$ 32,000	1	$ 32,000	1	$ 32,000	1
			1		1		1		1		1
	Other Employer Costs (9)										
h)	Health Insurance (10)	$ 7,431		$ 7,431		$ 7,431		$ 7,431		$ 7,431	
i)	Pension (11)	$ 4,806		$ 4,806		$ 4,806		$ 4,806		$ 4,806	
j)	FICA (11)	$ 1,984		$ 1,984		$ 1,984		$ 1,984		$ 1,984	
k)	Medicare (11)	$ 464		$ 464		$ 464		$ 464		$ 464	
l)	Worker's Compensation (11)	$ 554		$ 554		$ 554		$ 554		$ 554	
m)	Unemployment Insurance (11)	$ 54		$ 55		$ 54		$ 54		$ 54	
n)	Other Benefits (12)	$ -		$ -		$ -		$ -		$ -	
	SUBTOTAL PERSONNEL	$ 47,294		$ 47,294		$ 47,294		$ 47,294		$ 47,294	

(8) Provide detail showing how personnel salary amounts and FTE are calculated
(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
(10) Include projected annual health insurance expenses for *all* employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

OTHER EXPENSES (continued)

OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Student Support	$	$	$	$	$
a)	Transportation (13)	$ -	$ -	$ -	$ -	$ -
b)	Cafeteria (14)	$ -	$ -	$ -	$ -	$ -
c)	Extra Curricular	$ -	$ -	$ -	$ -	$ -
d)	Supplies and Materials	$ -	$ -	$ -	$ -	$ -
e)	Textbooks	$ -	$ -	$ -	$ -	$ -
f)	Computers	$ -	$ -	$ -	$ -	$ -
g)	Contracted Services (15)	$ 70,419	$ 70,419	$ 70,419	$ 70,419	$ 70,419
h)	Other (16)	$ 112,197	$ 113,500	$ 114,000	$ 114,500	$ 115,000
	SUBTOTAL STUDENT SUPPORT	**$ 182,616**	**$ 183,919**	**$ 184,419**	**$ 184,919**	**$ 185,419**
	Operations and Maintenance of Facilities					
i)	Insurance (Property/Liability)	$ -	$ -	$ -	$ -	$ -
j)	Rent (17)	$ -	$ -	$ -	$ -	$ -
k)	Mortgage (17)	$ -	$ -	$ -	$ -	$ -
l)	Utilities	$ -	$ -	$ -	$ -	$ -
m)	Maintenance	$ -	$ -	$ -	$ -	$ -
n)	Telephone/Communications	$ -	$ -	$ -	$ -	$ -
o)	Construction (17)	$ -	$ -	$ -	$ -	$ -
p)	Renovation (17)	$ -	$ -	$ -	$ -	$ -
q)	Other (18)	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize *all* contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

OTHER EXPENSES (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Administrative/Operations Support (19)	$	$	$	$	$
a) Equipment Lease/Maintenance	$ -	$ -	$ -	$ -	$ -
b) Equipment Purchase	$ -	$ -	$ -	$ -	$ -
c) Supplies and Materials	$ -	$ -	$ -	$ -	$ -
d) Printing and Copying	$ -	$ -	$ -	$ -	$ -
e) Postage and Shipping	$ -	$ -	$ -	$ -	$ -
f) Other (20)	$ -	$ -	$ -	$ -	$ -
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	$ -	$ -	$ -	$ -	$ -
Management Company (21)					
g) Fees	$ -	$ -	$ -	$ -	$ -
h) Salaries/Other Employee Costs	$ -	$ -	$ -	$ -	$ -
i) Curriculum	$ -	$ -	$ -	$ -	$ -
j) Accounting and Payroll	$ -	$ -	$ -	$ -	$ -
k) Other (22)	$ -	$ -	$ -	$ -	$ -
SUBTOTAL MANAGEMENT COMPANY	$ -	$ -	$ -	$ -	$ -
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Contingency Reserve (23)	$ -	$ -	$ -	$ -	$ -
Contingency Minimum Check	$ 4,840	$ 4,840	$ 4,840	$ 4,840	$ 4,840

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

OTHER EXPENSES SUBTOTAL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Personnel	$ 47,294	$ 47,294	$ 47,294	$ 47,294	$ 47,294
Student Support	$ 182,616	$ 183,919	$ 184,419	$ 184,919	$ 185,419
Operations and Maintenance of Facilities	$ -	$ -	$ -	$ -	$ -
Administrative/Operations	$ -	$ -	$ -	$ -	$ -
Management Company	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
OTHER TOTAL EXPENSES	**$ 229,909**	**$ 231,213**	**$ 231,713**	**$ 232,213**	**$ 232,713**

OTHER EXPENSES AND REVENUE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
OTHER TOTAL EXPENSES (from page 4)	**$ 229,909**	**$ 231,213**	**$ 231,713**	**$ 232,213**	**$ 232,713**
OTHER TOTAL REVENUE (from page 1)	**$ 241,982**	**$ 241,982**	**$ 241,982**	**$ 241,982**	**$ 241,982**
DIFFERENCE	**$ 12,073**	**$ 10,769**	**$ 10,269**	**$ 9,769**	**$ 9,269**

SUMMARY FOR RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

REVENUE SUMMARY

OPERATING YEARS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	$ 3,666,299	$ 3,666,299	$ 3,666,299	$ 3,666,299	$ 3,666,299
b) School District Local Fund Transfers	$ 732,548	$ 732,548	$ 732,548	$ 732,548	$ 732,548
c) Charter School Federal Funds (2)	$ 241,215	$ 241,215	$ 241,215	$ 241,215	$ 241,215
d) Other Federal Funds (3)	$ -	$ -	$ -	$ -	$ -
e) Construction Loans (4)	$ -	$ -	$ -	$ -	$ -
f) Equipment Loans (5)	$ -	$ -	$ -	$ -	$ -
g) Other Loans (6)	$ -	$ -	$ -	$ -	$ -
h) Other (7)	$ 241,982	$ 241,982	$ 241,982	$ 241,982	$ 241,982
TOTAL REVENUE	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
(2) Charter School Federal Funds are federal start-up and/or dissemination funds
(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list
(4) Include estimated terms and appropriate amortization schedule
(5) Include terms for *each* intended contract (ex. Furniture, computers, copiers, etc.)
(6) Include estimated terms and definition of resource
(7) *Must* include specifics of definition and terms of other resources *not* already accounted for on this page in "a" through "g"

EXPENSE SUMMARY

OPERATING YEARS

		YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
Personnel Salaries (8)		$	FTE	$	FTE	$	FTE	$	FTE	$	FTE
a)	Teachers	$ 1,295,827	40	$ 1,295,827	40	$ 1,295,827	40	$ 1,295,827	40	$ 1,295,827	40
b)	Principal/Administrative	$ 315,122	4	$ 315,122	4	$ 315,122	4	$ 315,122	4	$ 315,122	4
c)	Nurse	$ 38,000	1	$ 38,000	1	$ 38,000	1	$ 38,000	1	$ 38,000	1
d)	Clerical	$ 80,960	3	$ 80,960	3	$ 80,960	3	$ 80,960	3	$ 80,960	3
e)	Custodial	$ 22,173	0	$ 22,173	0	$ 22,173	0	$ 22,173	0	$ 22,173	0
f)	Substitutes	$ 80,645	0	$ 80,645	0	$ 80,645	0	$ 80,645	0	$ 80,645	0
g)	Other	$ 212,391	8	$ 212,391	8	$ 212,391	8	$ 212,391	8	$ 212,391	8
			56		56		56		56		56
Other Employer Costs (9)											
h)	Health Insurance (10)	$ 330,599		$ 330,599		$ 330,599		$ 330,599		$ 330,599	
i)	Pension (11)	$ 286,522		$ 286,522		$ 286,522		$ 286,522		$ 286,522	
j)	FICA (11)	$ 126,449		$ 126,449		$ 126,449		$ 126,449		$ 126,449	
k)	Medicare (11)	$ 29,573		$ 29,573		$ 29,573		$ 29,573		$ 29,573	
l)	Worker's Compensation (11)	$ 35,351		$ 35,351		$ 35,351		$ 35,351		$ 35,351	
m)	Unemployment Insurance (11)	$ 3,473		$ 3,474		$ 3,473		$ 3,473		$ 3,473	
n)	Other Benefits (12)	$ -		$ -		$ -		$ -		$ -	
SUBTOTAL PERSONNEL		**$ 2,857,085**		**$ 2,857,086**		**$ 2,857,086**		**$ 2,857,086**		**$ 2,857,086**	

(8) Provide detail showing how personnel salary amounts and FTE are calculated
(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries
(10) Include projected annual health insurance expenses for *all* employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants
(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance
(12) Provide description of benefit items not already accounted for on this page in "h" through "m"

EXPENSE SUMMARY (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Student Support	$	$	$	$	$
a)	Transportation (13)	$ 494,000	$ 518,700	$ 518,700	$ 518,700	$ 518,700
b)	Cafeteria (14)	$ -	$ -	$ -	$ -	$ -
c)	Extra Curricular	$ 2,000	$ 2,000	$ 2,500	$ 3,000	$ 3,500
d)	Supplies and Materials	$ 29,734	$ 30,183	$ 30,683	$ 31,183	$ 31,683
e)	Textbooks	$ 25,000	$ 26,000	$ 26,500	$ 27,000	$ 29,000
f)	Computers	$ 33,418	$ 34,407	$ 34,907	$ 36,407	$ 36,407
g)	Contracted Services (15)	$ 142,219	$ 144,219	$ 145,219	$ 147,219	$ 149,219
h)	Other (16)	$ 133,697	$ 136,500	$ 138,000	$ 139,500	$ 140,000
	SUBTOTAL STUDENT SUPPORT	**$ 860,068**	**$ 892,009**	**$ 896,509**	**$ 903,009**	**$ 908,509**
	Operations and Maintenance of Facilities					
i)	Insurance (Property/Liability)	$ 20,000	$ 21,000	$ 22,000	$ 23,000	$ 24,000
j)	Rent (17)	$ 524,000	$ 550,200	$ 550,200	$ 550,200	$ 550,200
k)	Mortgage (17)	$ -	$ -	$ -	$ -	$ -
l)	Utilities	$ 83,000	$ 87,150	$ 90,000	$ 92,000	$ 94,000
m)	Maintenance	$ 127,527	$ 129,000	$ 130,000	$ 131,000	$ 132,000
n)	Telephone/Communications	$ 14,160	$ 14,160	$ 14,500	$ 14,500	$ 14,500
o)	Construction (17)	$ -	$ -	$ -	$ -	$ -
p)	Renovation (17)	$ -	$ -	$ -	$ -	$ -
q)	Other (18)	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	**$ 768,687**	**$ 801,510**	**$ 806,700**	**$ 810,700**	**$ 814,700**

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize *all* contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

EXPENSE SUMMARY (continued)

OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Administrative/Operations Support (19)	$	$	$	$	$
a)	Equipment Lease/Maintenance	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
b)	Equipment Purchase	$ -	$ -	$ -	$ -	$ -
c)	Supplies and Materials	$ 12,900	$ 13,200	$ 13,300	$ 13,500	$ 13,700
d)	Printing and Copying	$ 500	$ 750	$ 900	$ 1,000	$ 1,000
e)	Postage and Shipping	$ 2,900	$ 3,000	$ 3,000	$ 3,000	$ 3,000
f)	Other (20)	$ 52,500	$ 50,000	$ 50,000	$ 50,000	$ 50,000
	SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	**$ 70,600**	**$ 68,750**	**$ 69,000**	**$ 69,300**	**$ 69,500**
	Management Company (21)					
g)	Fees	$ -	$ -	$ -	$ -	$ -
h)	Salaries/Other Employee Costs	$ -	$ -	$ -	$ -	$ -
i)	Curriculum	$ -	$ -	$ -	$ -	$ -
j)	Accounting and Payroll	$ -	$ -	$ -	$ -	$ -
k)	Other (22)	$ 38,500	$ 38,500	$ 38,500	$ 38,500	$ 38,500
	SUBTOTAL MANAGEMENT COMPANY	**$ 38,500**	**$ 38,500**	**$ 38,500**	**$ 38,500**	**$ 38,500**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Contingency Reserve (23)	$ 87,977	$ 87,977	$ 87,977	$ 87,977	$ 87,977
Contingency Minimum Check	$ 97,641	$ 97,641	$ 97,641	$ 97,641	$ 97,641

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

EXPENSE SUMMARY SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	$	$	$	$	$
Personnel	$ 2,857,085	$ 2,857,086	$ 2,857,086	$ 2,857,086	$ 2,857,086
Student Support	$ 860,068	$ 892,009	$ 896,509	$ 903,009	$ 908,509
Operations and Maintenance of Facilities	$ 768,687	$ 801,510	$ 806,700	$ 810,700	$ 814,700
Administrative/Operations	$ 70,600	$ 68,750	$ 69,000	$ 69,300	$ 69,500
Management Company	$ 38,500	$ 38,500	$ 38,500	$ 38,500	$ 38,500
Contingency Reserve	$ 87,977	$ 87,977	$ 87,977	$ 87,977	$ 87,977
GRAND TOTAL ALL EXPENSES	**$ 4,682,917**	**$ 4,745,832**	**$ 4,755,772**	**$ 4,766,572**	**$ 4,776,272**

EXPENSE AND REVENUE SUMMARY					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
EXPENSE SUMMARY	**$ 4,682,917**	**$ 4,745,832**	**$ 4,755,772**	**$ 4,766,572**	**$ 4,776,272**
REVENUE SUMMARY	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**	**$ 4,882,044**
DIFFERENCE	**$ 199,127**	**$ 136,212**	**$ 126,272**	**$ 115,472**	**$ 105,772**