# V. Application Submission Document to Establish a BSU Charter School



Office of Charter Schools
Ball State University
Teachers College 910
Muncie, IN 47306

http://www.bsu.edu/teachers/charter

### A. Information Sheet

#### 1. School Information

Proposed Name of Charter School Anderson Learning Academy

Proposed Location (School District) Anderson Community Schools

Planned Enrollment and Grades	Grades Served	Proposed Enrollment
Year 1	K-5	300
Year 2	K-6	350
Year 3	K-7	400
Year 4	K-8	450
Year 5	K-8	450

Desired School Opening 08/15/2012 Date

2. Proposed Affiliations
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Educational Management Organization (if any)

Public Contact Info (Name & Phone #)

### 3. Lead Applicant Contact Information

Lead Applicant Name Lindsay D Brown

Mailing Address 1210 W 10<sup>th</sup> Street

City Anderson Zip Code 46016

E-Mail Address lindsaydbrown@msn.com

Primary Phone # 765-649-7126

Secondary Phone # **765-606-9304** 

Lead Applicant Media Contact Phone # 765-649-7126

Signature

# **Submit Completed Proposal to:**

Office of Charter Schools • Ball State University • Teachers College 910 • Muncie, IN 47306

# **B. Application Summary**

1. Charter School Name

**Anderson Learning Academy** 

2. Charter School Location

**Anderson Community School District** 

3. Anticipated Opening Date

August 15<sup>th</sup>, 2012

4. Management Organization Name (if applicable)

N/A	non profit or for
	profit

5. Other Partner Organization(s) (if applicable)

N/A

6. Student Population and Grades Served

	School Year	Grades Served	Total Enrollment
Year 1	2012-2013	K-5	300
Year 5	2016-2017	K-8	450

7. Applicant(s)

Name	Bio				
Lindsay D Brown	Lindsay Brown has a Bachelor's of Science in				
	Business Management from Indiana Wesleyan				
	University. He is currently the President/CEO of				
	the Urban League of Madison County Inc. in				
	Anderson, Indiana. Lindsay is also currently				
	serving on the board of directors for the				
	Madison County United Way, Anderson Weed &				
	Seed, and the Anderson Black Chamber of				
	Commerce.				
Harold Crawford	Harold Crawford has a Master's Degree in Arts				
	from Anderson University. He is also as a Post				
	Therapeutic Counselor. He has spent twenty				
	plus years in Human Service work, that includes				
	working with youth and their families. Harold				
	currently is the GED instructor and life coach at				
	the Urban League of Madison County where he				
	observes first-hand the effects poor quality				
	education.				
Maureen Duncan	Maureen has a Bachelor's of Arts in				

<u></u>
Communications from Purdue University. She is also currently working on a Master's Degree in Business Administration from Indiana Wesleyan University. She currently tutors students from grade K through 12 and college Students. She instructs in curriculum development, SAT/ISTEP Prep and math/science skills. Maureen is also an alumnus of the PALS Program (Parent Academy for Leadership in Schools) which supports parents and family involvement in the education of all Madison County students.
Mickey has a Bachelor's of Science degree in Business Management from Ball State University. He has taught at Ivy Tech State College as an instructor of mathematics, a tutor for parents and children re-entering their education process for over 10 years. Mickey is currently serving as the CEO of the West Side Hope CDC.
Migual is currently a Credit and Cash Manager at a private equity firm in Carmel, Indiana as serving as the Finance Chair at New Hope United Methodist Church. He started his career at IBM in Somers, New and quickly moved up as a senior accountant after graduating from Purdue University with distinction in Finance. Migual went on to receive his Master's in Business Administration from Purdue University. After receiving his MBA, he worked at Citigroup in New York, New York before returning home to serve in his various community roles.

Perry Washington	Perry received his Bachelor's degree in		
	Electronic Engineering from Southern University		
	in Baton Rouge, La., and an advance engineering		
	and management training from General Motors		
	Institute in Flint, Michigan. He is known for		
	being a highly motivated achiever of the most		
	difficult operations and management tasks. His		
	work as an engineer and entrepreneur has		
	shown in his track record of success by his close		
	attention to detail.		

# 8. Proposed Board of Trustees

Proposed Board of Trust				
Name	Bio			
Lindsay Brown	Lindsay Brown has a Bachelor's of Science in			
	Business Management from Indiana Wesleyan			
	University. He is currently the President/CEO of			
	the Urban League of Madison County Inc. in			
	Anderson, Indiana. Lindsay is also currently serving on the board of directors for the			
	Madison County United Way, Anderson Weed &			
	Seed, and the Anderson Black Chamber of			
	Commerce.			
Harold Crawford	Harold Crawford has a Master's Degree in Arts			
	from Anderson University. He is also as a Post			
	Therapeutic Counselor. He has spent twenty			
	plus years in Human Service work, that includes			
	working with youth and their families. Harold			
	currently is the GED instructor and life coach at			
	the Urban League of Madison County where he			
	observes first-hand the effects poor quality			
	education.			
Maureen Duncan	Maureen has a Bachelor's of Arts in			
	Communications from Purdue University. She is			
	also currently working on a Master's Degree in			
	Business Administration from Indiana Wesleyan			
	University. She currently tutors students from			
	grade K through 12 and college Students. She			
	instructs in curriculum development,			
	I .			

	SAT/ISTEP Prep and math/science skills.				
	Maureen is also an alumnus of the PALS				
	Program (Parent Academy for Leadership in				
	Schools) which supports parents and family				
	involvement in the education of all Madison				
	County students.				
Mickey McKenzie	Mickey has a Bachelor's of Science degree in				
	Business Management from Ball State				
	University. He has taught at Ivy Tech State				
	College as an instructor of mathematics, a tutor				
	for parents and children re-entering their				
	education process for over 10 years. Mickey is				
	currently serving as the CEO of the West Side				
	Hope CDC.				
Migual Patterson	Migual is currently a Credit and Cash Manager				
Migual Fatterson					
	at a private equity firm in Carmel, Indiana as				
	serving as the Finance Chair at New Hope				
	United Methodist Church. He started his career				
	at IBM in Somers, New and quickly moved up as				
	a senior accountant after graduating from				
	Purdue University with distinction in Finance.				
	Migual went on to receive his Master's in				
	Business Administration from Purdue				
	University. After receiving his MBA, he worked				
	at Citigroup in New York, New York before				
	returning home to serve in his various				
	community roles.				
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	General Motors Institute in Flint, Michigan. He				
	is known for being a highly motivated achiever				
	of the most difficult operations and				
	management tasks. His work as an engineer and				
	entrepreneur has shown in his track record of				
	success by his close attention to detail.				

Vacant	Reserved for a parent representative
Vacant	Reserved for a legal representative
Vacant	Reserved for a educational representative

### 9. Overview of the Proposed Program

Anderson Learning Academy (ALA) was established by a group of concerned residents of Anderson, Indiana to address needs of the students in the community. ALA will play an important role in providing educational opportunities for Anderson's elementary students. ALA will be a leading example for public education in our community by becoming the first year-round school, which will initially serve Kindergarten to 5th grade then adding a grade level yearly till the 8th grade.

The need for change in Anderson's public school system is unquestionable. In the 2008/2009 school year there were over 16% of students that had dropped out, received a GED, or received a special education certificate. There has been a massive layoff of qualified teachers that has brought the school system to an epidemic loss of knowledge within the local community.

Educators, parents, and politicians within the community has increasingly recognized the value of providing public school choices to families, particularly those who historically have not had access to information about or a sufficient supply of high quality alternatives in the community's failing schools. ALA will tackle this problem via a circular approach method including students, teachers, parents, and the community.

The Anderson Learning Academy exists to serve the academic, physical, social and emotional needs of our students. The school is committed in creating and maintaining an orderly, trusting, and caring learning environment. Students are developed in responsibility and are excited to learn. All aspects of the schools organization and curricular activities are student centered to accommodate individual learning styles so that all may experience success.

The vision of the Anderson Learning Academy is where students and staff, along with parents and guardians, unite as a community of life-long learners. The staff will strive to think critically and creativity in promoting a sense of teamwork and cooperation. Our students will be empowered to reach their highest potential, develop skills, and gain knowledge that will be needed for them to compete in a global competitive world, as well as becoming responsible citizens in the community.

Anderson Learning Academy will accomplish our mission and vision by innovative interactive curriculum that meets individual learning styles, by creating a character development program that provides leadership training and team work, by fostering an environment that promotes positive relations among parents, teachers, and students and by challenging our students to reach their

highest potential by identifying their strongest areas and improving on areas they may struggle with.

The goal of Anderson Learning Academy will be a "circular approach" aimed at students, teachers, parents, and the community. The approach will apply more dedicated teachers to the students versus less teachers and bigger classrooms. ALA will implement a parent university program for parents to educate, inspire, and empower their student in their educational pursuit. ALA will also have Team Leaders in place to coach, mentor, and support teachers. The curriculum of ALA will be aligned with Indiana's Academic Standards. The Core Knowledge Sequence is a comprehensive educational program that specifically outlines the content to be taught at every grade level from kindergarten through 8th grade. All subjects, language arts, social studies, mathematics and science as well the fine arts are taught in sequential manner. It provides a solid, coherent foundation of learning, while allowing flexibility to meet local standards.

ALA will be Anderson's first year-round school. The school year will average 180 days with 4 breaks throughout the year. ALA will offer 3 remedial enrichment breaks for students from various community organizations. ALA has created partnerships with 3 community organizations: the Madison County Literacy Coalition, YMCA, and the Urban League of Madison County as a vital component in ALA's circular approach method. The educational program provided by Anderson Learning Academy has been specifically developed to address the needs that have arisen in our community.

Attach as PDF'S (Portable Document File - Adobe® named, **Attachment B**: **Expanded Criminal History Checks** 

## **Preliminary Information**

# 1. Community Support and Demand

### a. District Support:

The Board of Anderson Learning Academy has sent Anderson Community Schools Superintendent Dr. Felix Chow a letter in hopes to begin communication between ALA and ACS. There has not been a response as of yet, therefore on July 11<sup>th</sup>, 2011 the board of ALA sent a follow up letter to the Assistant Superintendent Elizabeth Clark to set up a meeting. The meeting took place on August 15<sup>th</sup>, 2011. The meeting went well and which open the doors for future partnerships. Anderson Community Schools is fully aware of our plans and at the present moment has made no challenges thus far.

### **b.** Community Support:

ALA has received 532 petitions in support to start the school. The research from the 532 surveys show that 80% of respondents did not feel satisfied with the schools in their area. Also an overwhelming 92% of respondents felt that parents should have an option on to where they send their child to school. Over 60% of respondents felt in favor of charters schools in general. The organizing group also collected 532 signatures of Anderson, Indiana area residents supporting a petition for the establishment of the charter school. On December 22<sup>nd</sup>, 2010 an article in the local newspaper *The Herald Bulletin* published a story on the front page regarding Anderson Learning Academy and followed up on January 2<sup>nd</sup>, 2011 with an editorial supporting the school.

#### c. Student Demand:

The last question on our community survey regarding whether parents would be interested in sending their child to a new charter school in Anderson, Indiana had a 267 out of 532 respondents who have school-age children, in favor of sending their child to our charter school. The demand for students is the driving force of Anderson Learning Academy which will allow for customized learning per student but also an option for the student as well.

### **d.** Proposal Opposition:

The primary sources of opposition to ALA's cause to start a new charter school are Anderson Community School system and the AFT (labor union for many teachers). A letter trying to reach out to Felix Chow, Ed. D. was sent on XYZ date. To date no reply or response has been received by Dr. Chow or the Anderson Community School System. As such, ALA has sent a follow up letter to Anderson Community Schools working to create a collaborative

effort to help the children of Anderson Indiana with a first class education option. AFT has recently held a negative / or rebuttal stance of Charter Schools and the latest regulations aimed at funding Charter Schools. For instance, the AFT site has story called "Not waiting for Superman", which tries to dispel the rumor that public schools are not all bad and charter schools are not all good. It has been our aim to collaborate with the local union the Anderson Federation of Teachers. A letter was also sent to their President requesting a meeting to address a collaborative effort for outsourced teachers. The ALA Board has many valuable resources from retired teachers that were members of the Anderson Federation of Teachers as advisors. ALA wants to use many of the displaced teachers from Anderson Community Schools within ALA and offer an option not only to students but teachers with a passion for helping children as well. ALA does not envision the roadblocks that may be placed by Anderson Community Schools or the AFT as setbacks. ALA is prepared to move forward with the hiring of qualified teachers given the number of displaced qualified teachers in the local community. ALA has sent a letter of intent for one of the abandoned school buildings to Anderson Community School System. In the event that the building sale does not take place, ALA has identified two alternative sites with investors that are readily available. As such, ALA does not see the lack of response from ACS as a barrier to a successful school campaign given that retired leadership of ACS has worked with ALA and continues to support ALA, retired leadership of AFT has worked with ALA and continues to support ALA, and ALA has two non-ACS owned sites available to purchase within the same geographic location.

### 2. Feedback from Constituents

Anderson Learning Academy has conducted a number of public forums in the community regarding opening the first elementary charter school. The board of ALA held three public forums at various locations throughout the community. The first location of the public forums was held at the Anderson Community Geater Center, the second location was Ivy Technical Community College and the last location was the Anderson Public Library. All three locations brought interested parents and supporters of ALA. The total that attended all three forums was approximately 35.

Create and attach Table 2 to list the positive and negative attitudes toward the charter school, based on the needs assessment.

# 3. Applicant Founding Group

a. Founding Group Members:

Table 3a: Founding Group Members

Name	Relevant	Proposed Role(s) in
	Experience/Skills and	School
	Role in Founding	(if any)
	Group	
Lindsay Brown	Management,	School Board
	Leadership,	
	Communication,	
	Finance, Motivating	
Harold Crawford	Counseling, Organizer,	School Board
	Problem Solving,	
	Communicating	
Migual Patterson	Finance, Analytical,	School Board
	Budgeting, Technical	
Maureen Duncan	Problem Solving,	School Board
	Public Speaking,	
	Planning, Writing	
Mickey McKenzie	Team Work, Research,	School Board
	Finance, Auditing	
Perry Washington	Researching, Resource,	School Board
	Problem Solving,	

#### **b.** Founding Group Origin:

Anderson Learning Academy (ALA) was established by a group of concerned residents of Anderson, Indiana to address the need of the students in the community. The founding group came together in April 2010 at the Urban League of Madison County. The

CEO/President at the time William Raymore had gathered a group of concerned citizens to discuss the need for a charter school in the community. The founding group was then organized and began the process of researching charter schools and an EMO.

#### c. Proposal Development:

The board of ALA worked hard as a team to develop this proposal. The designing of the school was soley done by the board of ALA. The board of ALA worked together and utlized each members strengths to develop each section and then the secretary along with the Chairman was responsible for the organization of putting the proposal together in written form.

#### d. Previous Submissions

There has been not been any previous submissions from the Board of Anderson Learning Academy.

# 4. Fiscal Impact

Describe the anticipated fiscal impact of the establishment of the proposed charter school on existing public and nonpublic school districts in the same geographic area.

ALA Population in 2011-2012					300
					2012
Description	2008	2009	2010	2011	Hypothetical
APA Population		235	316	420	387
% Increase			34%	33%	-8%
ACS Population	9688	9421	8805	8306	7661
% Decrease		-3%	-7%	-6%	-8%
Total Population BF ALA		9656	9121	8726	
% Population Decrease			-6%	-4%	
Total Population less ALA					8048
Total PopulationPlus ALA					8348
Market Share ACS		98%	97%	95%	92%
Market Share APA		2%	3%	5%	5%
Market Share ALA					4%
State Data F	rom the Federal Educ	ation Budget F	roject		
2009 Per Pupil Expenditure		8867			
2010 Per Pupil Expenditure			9369		
2011 Per Pupil Expenditure (Average)				9118	
2012 Per Pupil Expenditure (9118)					9118
2009 Federal Revenue Per Pupil		837	837	837	837
2009 State Revenue Per Pupil		6285	6285	6285	6285

APA Per Pupil Expenditure 2012 Impact	-716
ACS Per Pupil Expenditure 2012 Impact	-708
2012 ACS Federal Revenue Per Pupil Impact	-65
2012 APA Federal Revenue Per Pupil Impact	-66
APA 2012 State Revenue Per Pupil Impact	-494
ACS 2012 State Revenue Per Pupil Impact	-488

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# 5. Education Management Organization

a. Name of the Organization:
N/A
b. Detailed explanation of the extent of the organization's proposed role in the governance, management and/or operation of the school;
c. Description of the process and criteria used to select the management organization,
d. Description of the role of the management company in selecting proposed members of the school's board of trustees

e. Attach Draft management contract or term sheet

f. Attach Due Diligence Questionnaire completed by the EMO.

If Applicable, submit your draft management contract or term sheet - as a PDF (Portable Document Form) named, **Attachment 5e - Draft Management Contract** 

#### **Education**

### 6. Education Mission Goals

#### a. Mission statement:

Explain what your school intends to accomplish and your plan for student achievement.

• Core philosophy or underlying purpose of the proposed school

The Anderson Learning Academy exists to serve the academic, physical, social and emotional needs of our students. The school is committed to creating and maintaining an orderly, trusting, and caring learning environment. Students are developed in responsibility and are excited to learn. All aspects of the schools organization and curricular activities are student centered to accommodate individual learning styles so that all may experience success.

### **Overarching Goals**

- The Anderson Learning Academy will provide students and families of Madison County with an education option in preparing them for secondary education.
- The Anderson Learning Academy will incorporate the heritage of our students and allow them to express themselves culturally.
- The Anderson Learning Academy will serve to strengthen students academically through parent involvement and community involvement.
- The Anderson Learning Academy will strengthen our students in character development, structure and help improve the student's socioemotional needs.

#### **Academic Goals**

We are confident that The Anderson Learning Academy will achieve in the second year of operation a minimum of a 5% gain on the base line ISTEP, administered the first year of operation. Our goal for subsequent years would be 3%-6% yearly increases on the ISTEP. The school will meet AYP targets set by IDOE each year it is eligible. In addition, The Anderson Learning Academy will attain a minimum of 50% of the students reaching their target growth on NWEA after the first year of operation. We expect that subsequent years should see an increase of between 3%-5% per year of students reaching their targets. For those students who come to us significantly below grade level academically, we

will strive to improve their academic performance by two grade levels for every year they are in attendance at the school until they are at grade level standards.

### **Operational Goals**

During The Anderson Learning Academy's initial years of operation, The Anderson Learning Academy will strive to achieve the following operational goals:

- The Anderson Learning Academy will have a 95% average daily attendance rate.
- The Anderson Learning Academy will have a 90% year-to-year student retention rate.
- The Anderson Learning Academy will have a 90% year-to-year teacher retention rate.
- The Anderson Learning Academy will achieve a 90% positiveapproval rating on the AQS Customer Satisfaction Survey of Students, Parents, and Teachers.

A reduction in the discipline referrals to the Dean of Students as reflected in the discipline accountability record from year to year as a percentage of enrollment over the 5 year period because of success with a school wide positive behavior system.

 A concise plan for an innovative public school that will lead to improved educational performance

Anderson Learning Academy's plan to be an innovative school begins with our circular approach. The circular approach is nothing new, but it is a model that empowers everyone for success. The bases of the circular approach steams from the old proverb, "It takes a village to raise a child". The outline of the circular approach involves ALA, Teachers, Students, Parents, and the Community all working together to educate the students with in our community.

The second part of ALA's strategy to provide an innovative Charter School is by using the year round school model. The year round school model is a perfect match with ALA's Mission and Vision. Through extensive research the organizing Board of ALA has found studies that supports the positive effects of a year round school. These positive effects are largely from the continuous learning process that is not present in the traditional school calendar. ALA's school calendar will result in at least 45 days of continuous learning, with three-week breaks between each grading period. During these three-week breaks the organizing board has established partnerships with other community organizations to

provide remediation and enrichment programs for our students. These programs will be designed by ALA's staff and monitored by ALA's Board.

The last phase of ALA innovative approach towards education is the development of ALA's Parent University. The Parent University is a program that will help educate and empower parents to become more involved in their child's educational process. Through the Parent University parents will have the opportunity to gain their GED (if needed), act as a classroom volunteer, organize special events, and chaperone field trips.

#### **b.** Statement of Need:

Provide evidence there is a need for this type of school.

- Attach Table (6b) to summarize achievement data for each grade level and subgroups you intend to serve.
- Describe why this charter school design/ model is an appropriate vehicle to address this need.

The table clearly shows the achievement gap between Black (and Hispanic) students and Whites as well as low special education performance. There is also a decline in performance once students leave elementary. All of these things point to the need for an alternative to what is being provided in Anderson Community Schools.

 Provide recognition of potential opportunities to improve services for students and parents.

The key potential opportunities that ALA has identified are remediation programs that help continue the learning process, collaborations with organizations that students our parents can receive other resources from, and parents and students will have the opportunity to be apart of a learning institution that caters to their educational needs.

Attach Table 6B as a PDF (Portable Document Form) named, **Attachment 6b – Achievement** 

#### c. School Demographics:

Describe your intended student population.

The projected school demographics of ALA is based off of the IDOE website and

from our marketing analysis that was conducted last year. ALA projects a student enrolment of 300 students with in our first year of operations. The projected demographics of these students are 65% White, 19% Black, .08% Multi-Racial, .06% Hispanic, and .006% Asian, and based on the total population of Anderson Community Schools ALA will have a 19.8% population of special needs students.

• Complete Table(6c) showing the demographics of your school that includes: enrollment projections and teacher to student ratio.

Table 6c: Demographics of School

	Year One	Year Two	Year Three	Year Four	Year Five
Grades Served	K-5	K-6	K-7	K-8	K-8
Total Number Of	300	350	400	450	450
Students					
Student to	22:1	24	26	28	28
Teacher Ratio					

# 7. Instructional Design

### a. Alignment

Describe how the instructional design aligns with the needs assessment.

The City of Anderson has approximately 58,000 residents and 16.6% of these residents are school age. The Anderson Community School Corporation encompasses 9 schools which services 8,805 students: five elementary schools, two intermediate schools, one middle school and one high school. The Anderson Learning Academy's mission is to accommodate individual learning styles is the very concept that supporters in the community are rallying for. Anderson Community School Corporation has seen a gradual decline in graduation rates over the past 6 years. ACSC has over the past 10 years fallen below the state average in passing both Math and English ISTEP by at least 10%. Anderson Learning Academy is necessary in our community to provide the foundation in Math and English for all students K through 5.

Greater educational choice is needed in Anderson so that parents can be assured that their students are getting the best education available. Parent and community participation is not a core aspect of the learning process in Anderson Community School Corporation. The community has very little to no input in the governance structure of ACSC, in respect to collective bargaining agreement, personnel matters, educational programming, and financial management. In other words the policies, regulations, and conventional practices (autonomy) does not allow flexibility to meet the changing needs. The educational program provided by the Anderson Learning Academy has been specifically developed to address the needs that arise in a community that is economically.

Anderson Learning Academy has specifically developed a circular approach model that will address the needs of our students. The circular approach includes the ALA staff, students, parents, and the community. The school will maintain small class rooms and high visibility for the students to the teachers. The approach will apply more dedicated teachers to the students versus less teachers and bigger classrooms. ALA will have direct community involvement with education. The students will be involved in volunteer efforts throughout the community to instill the value of serving others

#### **b.** Measurable Goals

Complete (Table 7b below): clear measurable goals and objectives that are rigorous but attainable and are aligned with State and Common Core State Standards (CCSS).

Table 7b: Goals and Alignment with State and Common Core Standards

Goals	Objectives		
School will achieve in the second year	Data will be developed from the initial		
of operation a minimum of 6% gain on	assessment of the student.		
the baseline ISTEP			
Increase the percentage of students	Students will receive an individual plan		
reaching their target on NWEA	based on the NWEA Assessment		
Attain a minimum of 50% of students	ALA is confident that students will		
reaching their target growth on NWEA	attain a minimum of their target		
	growth		
Subsequent years an increase between	Data has suggested that students will		
3-5% of students reaching their	reach target growth with an increase of		
targets on NWEA	at least 3% each year.		

**c.** Support Table 7b with a brief narrative explaining how the educational program reflects a commitment to academic excellence for all students.

Assessment of student progress is important for designing quality instruction to meet individual student learning needs and improve student performance on standardized testing. The team leaders will support the development and implementation of these assessments and plans. In addition, students who require special attention will be provided with the necessary assistance and materials at their achievement level to address learning gap areas.

**d.** Explain the instructional design and how it supports the goals and objectives. If your instructional design requires a contract and/or major expenditure, list the amount here along with the line item in the budget.

The curriculum will be aligned with Indiana' Academic Standards. Teachers will be required to include all appropriate standards in their lesson plans, as well as making those standards visible in the classrooms. The team leaders will be responsible for all decision making in purchasing programs and materials.

**e.** Describe how students have learning opportunities and experiences based on best practice.

The curriculum will be aligned with Indiana' Academic Standards. Teachers will be required to include all appropriate standards in their lesson plans, as well as making those standards visible in the classrooms. The team leaders will be responsible for all decision making in purchasing programs and materials.

**f.** Explain how implementation of instructional strategies and methodology central to the design will be monitored for consistency, fidelity and impact.

The school leader will oversee the implementation of the instructional strategies. The school leader will work directly with the education consultant to monitor teachers. The team leaders are responsible for insuring that all of the standards are met. Clear expectations also provide the necessary guidelines for educational decision making in purchasing programs and materials.

**g.** Explain how formative and summative assessment will be used to inform instruction and refine your instructional design.

ALA believes that parents will be more aware of the standards outlines expectations for student learning. The assessments will provide a focal point for teachers in their lesson planning.

# 8. Calendar and Daily Schedule

Create and attach *Table 8*, to show how you will maximize academic learning time.

Attach Table 8 as a PDF (Portable Document Form) named, **Attachment 8 - Calendar and Daily Schedule** 

### 9. Curriculum and Instructional Methods

**a.** Provide an overview of the school curriculum and how it provides access to a common academic core for all students.

The Anderson Learning Academy will use the Core Knowledge Sequence (CKS) as its foundational curriculum. It will be combined with Reading Street and Saxon Math to provide a comprehensive educational program that outlines the content to be taught and learned at every grade level from Kindergarten through 8th grade. All subjects, language arts, mathematics, science and social studies as well as the fine arts are taught in a sequential manner. CKS provides a solid, coherent foundation of learning, while allowing flexibility to meet local standards. The curriculum aligns with the Common Core Standards be adopted by Indiana, providing a clear set of expectations for student learning and a focal point for teachers in lesson planning. Reading (K-5) Students in kindergarten through fifth grade have their reading instruction based on the Reading Street Program. The program presents explicit phonics and comprehension skills instruction, balanced with extensive reading of both decodable texts and quality literature. Students experience a wide variety of literary forms and genres in a program that emphasizes reading writing and learning. The program emphasizes fluency, comprehension, writing, research and inquiry.

Reading 6-8) Students in sixth through eighth grade have their reading instruction based on the McDougal Littell Language of Literature Program. Students read and analyze a variety of literature with emphasis on analyzing an author's use of literary elements and devices. Using both a literature-based basal reader and a number of novels, students work to gain control of reading skills that will aid them in all subjects. Students also respond to reading through writing, expanding their vocabulary and learning a variety of reading and study strategies that enable them to approach any text with confidence.

<u>Mathematics (K-3)</u> Students in kindergarten through fifth grade have their mathematics instruction based on the Saxon Mathematics Program. This program

provides a balanced approach with manipulative opportunities and guided instruction and enables students to develop a solid foundation in the language and basic concepts of math. Important aspects of the program are the incremental development of math, continuous practice, embedded differentiated instruction, real world applications and meaningful hands on activities and enable students to learn to reason, communicate and make connections.

<u>Mathematics (4-8)</u> Students in sixth through eighth grade have mathematics instruction based on the McDougal Littell Mathematics Program. This program offers a highly differentiated program at each grade level. The program addresses the Indiana Academic Standards and includes integrated technology. Lessons and activities that focus on problem solving strategies help students build conceptual understanding.

Science (K-6) Students in kindergarten through fifth grade have their science instruction based on the CKS supplement by McGraw-Hill Instant Science Program. The CKS provides curricula foundation which when supplemented with Instant Science, an all digital, literacy based program, allows students to learn from their curiosity as they build a solid foundation of knowledge. McGraw-Hill Instant Science program brings science to life in the classroom through a mixture of dynamic, flexible resources including games, animations, eBooks, Interactive Whiteboard activities, videos and interactive stories, as well as online assessments to support differentiated instruction. Students carry out investigations, explain inconsistencies, and design projects that further scientific understanding and build critical thinkers.

<u>Science (6-8)</u> Students in sixth through eighth grade have their science instruction based on the CKS supplemented by McGraw-Hill Science Laboratory Program. With the Science Laboratory Program, students learn and retain core science vocabulary and ideas by working independently at their own reading levels with science content area readings. The program allows students to further their scientific understanding of the natural world through investigations, experience, and readings. Students design solutions to practical problems using a variety of scientific methodologies. Students use instruments and tools to measure, calculate, and organize data to identify relationships between physical objects, events and processes.

<u>Social Studies/History (K-8)</u> Students in kindergarten through eighth grade have their social studies/history instruction based on the CKS supplemented with the McGraw-Hill social studies series. The CKS provides a spiral and integrated approach to the study of history and culture, enhanced by the McGraw-Hill series, which provides connections specific to Indiana history and standards. The McGraw-

Hill series includes technology supplements that provide access to on-line current events newsreels, virtual fieldtrips and other activities that integrate curricula and engages students at high levels of thinking.

Physical Education (K-8) The physical education program is structured such that students learn the principles of exercise that contribute to the development of personal fitness, demonstrate the ability to set one's own goals, perform a wide variety of body management skills and are able to perform the skills necessary for participation in a variety of team, dual and individual lifetime activities. Fine Arts (K-12) The fine arts promote an understanding of the human experience and foster creative thinking, self-discipline, and lifelong learning, and therefore, it is an essential part of the core educational program for all students. The music program is structured to engage students in activities designed to develop music knowledge, appreciation and an awareness of how music relates to other academic disciplines. The ultimate goal of the visual arts program is to help student become proficient creators, critics, listeners and observers of the fine arts. Computer Literacy (K-8) Computer literacy will be integrated into all classes at Anderson Learning Academy. Students have access to both classroom computers and wireless laptop computers for word processing, data gathering, research and creating presentations as well as remediation and enrichment programs. Character Counts (K-8) All students will develop a sense of self-worth and responsibility as global citizens. Student development will be addressed through the six pillars of the Character Counts program. The Character Counts program provides on-going instruction and emphasis on character education as an integral part of the school curriculum. It is both an educational framework for teaching universal values and a national coalition of organizations that support each other. Lesson plans, incentive materials, programs and trainings, for both staff and

**b.** Describe how the curriculum links to the school's mission and instructional design.

students, provide the resources necessary for an effective character education

program.

The rigorous Core Knowledge Curriculum will combine with the language arts and math adoptions to create a curriculum while the use of the Paideia provides a student engaged instructional strategy that meets the Anderson Learning Academy mission to serve the academic and individual needs of students. Anderson Learning Academy will have a year round calendar as well as both a longer school day and year, providing opportunities for enrichment and remediation and allowing teachers to provide additional guidance for those not only in need but also to increase the achievement level for all students. In addition to the academic opportunities provided, programs during the interim periods will provide opportunities for character and

leadership development and community service and Character Counts combines with a positive behavior system to create a safe and orderly learning environment.

**c.** Explain how you will ensure the curriculum and instruction are aligned to standards.

The Core Knowledge Sequence is aligned with the Common Core Standards. Team leaders support the development of pacing guides for curriculum implementation as well as to ensure alignment and make adjustments as needed. Teachers are required to include standards in their lesson plans, and team leaders are responsible for insuring both the implementation of the curriculum and that the standards are met. Careful analysis of assessments conducted by teachers and team leaders will enable changes and improvements in programs, resources and support.

**d.** Describe what instructional strategies and methodologies are central for all teachers to know and use. If your instructional strategies require a contract and/or major expenditure, list the amount here along with the line item in the budget.

The primary instructional method at the Anderson Learning Academy will be the Paideia Teaching Approach. Paideia instruction offers a unique approach to active learning. The Paideia classroom combines four instructional techniques: Didactic instruction, Socratic discussions, coaching and collaborative teaching.

Didactic Instruction refers to oral or written presentation in all subject areas.

Through Didactic instruction, students acquire factual knowledge about specific events and models. Instruction is focused on basic concepts required for more in depth understanding of a subject, not just the memorization of facts.

Coaching is used as a means of developing and practicing the skills of learning. Students practice and master skills introduced during their Didactic classroom experiences. Teachers use a variety of small group activities to involve students in guided practice activities. Students are provided appropriate feedback and reinforcement at each step in their learning process. Coaching focuses on active participation. Teachers use coaching as an important part of differentiating instruction within the group.

<u>Socratic discussions</u> require students to think critically, consider complex ideas, actively listen and communicate with multiple partners. Socratic seminars are the highlight of Paideia education. Seminars focus on literature, historical documents, works of art and other primary source materials. These seminars encourage children to use critical-thinking skills and express their thoughts about the world

around them. Students participate and share ideas and opinions at the level that is appropriate to their level of understanding. Articulation, conceptual understanding and listening are the key skills addressed.

<u>Collaborative teaching</u> is used to expose students to the strengths of different professionals, as a way to bring the expertise of parents and community members to the classroom. Collaborative teaching is different from simply co-teaching a lesson in the traditional sense. In collaborative teaching, the collaborating instructors teach material that spans disciplinary boundaries constructively. Instructors teach as a team, bringing cross-disciplinary dialogue into a course. Collaborative teaching also means utilizing the experience and knowledge of outside professionals who can contribute to our curriculum through selected teaching, guest lectures, and student mentoring.

# Technology

e. Describe how effective use of media and technology supports learning goals.

To be citizens in a global world, students must be able to effectively navigate the world wide web and communicate globally. Technology and media are a critical component in the development of  $21^{\rm st}$  century learners. The  $21^{\rm st}$  century learner possesses digital literacy, is adaptable and self-directed, and possesses social and personal skills. Anderson Learning Academy will prepare students to be  $21^{\rm st}$  century learners.

**f.** Describe how technology will be used to provide access to the curriculum and to deliver instruction using the internet or other electronic means.

At Anderson Learning Academy technology will be integrated across core subjects with students being able to use technological tools to enhance success as creative learners. Every classroom will be equipped with not only a computer for the teacher, but also a number of student computers to facilitate student learning. Secondly, computers on wheels (COW) will be available to all classrooms to support delivery of curriculum. National Educational Technology Standards will also be used to integrate technology into the core curriculum and assess the effectiveness of integration. Team leaders will support teachers design developmentally appropriate learning opportunities that apply technology-enhanced instructional strategies to support the diverse needs of learners.

**g.** Explain how technology will enhance communication and technical support to students and parents.

The Anderson Learning Academy will have a wireless learning environment and provide students and teachers with access to technology via both in class computers and Computers on Wheels (COWs), as well as supplemental equipment (i.e. LCD projectors, digital cameras, etc.). Classroom technology will be supported by a technology rich media center. All curricula at Anderson Learning Academy will include technology applications to and providing each teacher with a computer supports the development of instruction that allows for high levels of student engagement. An electronic grading and attendance system will allow teachers to provide parents with instant access to student lessons and progress providing parents the opportunity to support learning. The development of a school website and implementation of an automated calling system will provide parents with continuous access to information, programs and activities and allow for parent involvement.

**h.** List the amount budgeted for technology as well as the line item in the budget for technology costs.

The total amount that ALA has budgeted for technology is \$158,500.00. The break down of expenditures is located in our five year projected budget as can be found under Service Contracts, Supplies & Materials, Capital Outlay, and Rental of Facilities & Utilities. The line item and amount for service contracts is for our Data Processing Service, which will cost us \$25,000.00 a year. The following line items supplies and materials and Capital Outlay is for our computer software. The cost for our computer software will run around \$27,500.00. The other item that is located with in capital outlay is the computer hardware that we plan to purchase for each classroom and school staff. The estimated cost for these computers is \$100,000.00. The last line item we have for technology is for the Internet access. The internet line item can be found under utilities with a estimated amount of \$6,000.00.

### 10. Evaluation of Student Performance

**a.** Describe how student performance will be used to improve student achievement and attain the stated learning goals and objectives from (7b).

Assessment of student progress is important for designing quality instruction to meet individual student learning needs and improve student performance on standardized testing. At Anderson Learning Academy, students in grades K-2 will be assessed using DIBELS, as frequently as is appropriate based on individual skill level, and students in grades 3-8 will be assessed three times during the school year using NWEA MAP and will be administered the ISTEP+ as required by the Indiana Department of Education. In addition to these standardized assessments, teachers will be required to ensure students in grade 3 meet reading and math targets and will develop

individual improvement plans for all students not making sufficient growth on NWEA. The team leaders will support the development and implementation of these assessments and plans. In addition, students who require special attention will be provided with the necessary assistance and materials at their achievement level to address learning gap areas. It is the goal of Anderson Learning Academy to have all students reading proficient and math proficient by grade three and to ensure that students in grades 4 through 8 read and perform math on grade level. To this end, DIBELS will be administered in grades K-2. DIBELS are a set of standardized, individually administered measures of literacy development. They are designed to be short (one minute) fluency measures to monitor the development of pre-reading and early reading skills. Specifically, they assess student development of phonological awareness, alphabetic understanding, and fluency. Each measure is a reliable and valid indicator of early literacy development and predictive of later reading proficiency. The results are used to evaluate individual student development, using grade-level feedback in order to provide individualized instruction to students depending on the indicated Instructional Level (high risk, moderate risk and low risk). DIBELS assessments are administered weekly, monthly, or quarterly depending on the risk level of each student. The table below illustrates the minimum level expected for each grade level.

Kindergarten	Kindergarten Initial Sound Fluency		
	Phoneme Segmentation Fluency	35 SPM	
1st Grade	Nonsense Word Fluency	50 SPM	
	Oral Reading Fluency	40 WPM	
2 <sup>nd</sup> Grade	Oral Reading Fluency	90 WPM	

Students not approaching theses goals after interventions will then be evaluated for special services. Additionally, NWEA MAP tests will be administered to students in grades 3-8. NWEA are computer adaptive assessments available in reading, language arts, and math that are aligned with Indiana State Standards. NWEA assessments will be administered in September, January and May. The initial NWEA assessment administered in the fall provides a baseline used to monitor students' growth and set proficiency year-end targets. NWEA's *DesCartes: A Continuum of Learning* is a resource that teachers use to translate NWEA test scores into specific learning objectives targeted to individual student needs. Teachers then align these learning objectives to the Indiana State Standards, which in turn helps students become more proficient on the ISTEP+ test. The NWEA assessment also provides alerts with regard to deficits in current curricula so that additional learning materials can be purchased and adjustments in the curriculum made where needed. It is the role of the team leaders to work with teachers on data analysis an alignment with instruction as well as appropriate intervention plans.

The **ISTEP**+ will be administered each spring in Grades 3-8 in accordance with requirements of the Indiana Department of Education. NWEA performance will be used to diagnose academic performance in preparation for ISTEP+.

Numerous remediation strategies will be provided for students who do not meet expected levels of performance including:

#### Interventions

- Flexible grouping and small group instruction supported by teacher assistants
- Based on identified skills, teachers institute a "Problem of the Day/Week"
- Instructional assistants support differentiated instruction at each grade level
- All students in the bottom quartile of performance on NWEA and/or ISTEP are required to attend focused, one-on-one tutoring after school and interim sessions focused on individual skill development.
- Students performing at or above the appropriate performance level are eligible to attend enrichment sessions during interim sessions.

#### Initiatives/Strategies

- SRA's *Direct Instruction*, which is designed for students who have not learned in other programs; have little recall and limited attention span; and who fail to remember and follow instructions
- *Corrective Reading Comprehension* is designed for students who read without understanding
- *Drill & practice* are repetitive activities used as reinforcement tools to help students master materials at their own pace
- Team Leaders and professional development support the use of best practice instructional strategies and in the teaching of reading, writing and mathematics.
- Team Leaders and professional development support teachers in data analysis and action plan development to improve student performance.
- By weekly meetings with team leaders provide ongoing support for data analysis by grade level, class and student.
- Review of the curriculum by administration and teachers ensures alignment to standards.

In addition to standardized testing the following focus outcomes have been established to support student achievement:

- By February 2012, 100% of 3<sup>rd</sup> Grade students will achieve mastery of 0-11 multiplication facts. Mastery is determined by 95-97% accuracy of each set of tables.
- 100% of all students will achieve their 2011-2012 NWEA targets in Reading & Math.
- As indicated in Reading &/or Math, based on NWEA baseline scores, 100% of the top quartile students will grow by at least one year by May.
- In the Winter term, 100% of students who have not experienced growth since Fall 2011 will be placed on a teacher created, Team Leader approved, action contract, which addresses their sub skill deficits. Teachers must produce evidence of contract implementation through the Spring NWEA testing cycle. 100% of these students must experience <sup>3</sup>/<sub>4</sub> year of growth at the end of the Spring NWEA testing cycle.
- Teachers at grades 3-8, in conjunction with team leaders, will develop a plan to address
  critical thinking and open ended response questions using the Four-Column instructional
  method.

Progress on all focus outcomes will be monitored by school administration and improvements facilitated by the team leaders monthly or quarterly as indicated below:

- Multiplication assessments reviewed monthly August through February
- Top quartile plans due mid September. Evidence of student work due December, February and June.
- Bottom quartile plans due late January as well as sample action contract & Excel template of relevant student population with Team Leader. Monthly evidence of student work February through May. Submission of agenda for parent meetings and Excel template of student population & parent signatures, copy of certified mail & letter for parents who did not attend due in at the end of February.
- Submission of extended response plan at the end of September. Evidence of student work reported monthly.
- **b.** Organization Framework. Create a Table or Chart (10 b.) to detail the assessment system.

Attach Table 10b as a PDF (Portable Document Form) named, **Attachment 10b - Assessment System** 

# 11. Special Populations - Anticipated Needs

**a.** Describe how you will determine the school's potential special needs students (disabilities, ELL, advanced, struggling).

Anderson Learning Academy will assess each student upon entering the school using NWEA. Students will be administered the NWEA test in the fall to establish performance levels and needs. From this assessment a personal education plan will be designed for each student in the areas of math and reading. Students who require attention will be provided with the necessary assistance and materials at their achievement level. The classroom teachers along with the assistance of the team leader will create a program that will meet individual needs. Assessing language proficiency in identifying students with disabilities ensures that students are not inappropriately identified for programs or classes designed for students with disabilities. The student's education plan will include individualized tutoring and enrichment, small group instruction, after school tutoring as well as interim session tutoring and enrichment.

**b.** Include a review of demographics, including incidence rate, of the districts surrounding the proposed school.

Anderson Learning Academy is located in the Anderson Community School Corporation. The Anderson Community School Corporation's demographics are as follows:

- 7, 164 general education students and 1, 641 special education students
- 5, 097 students on free lunch, 802 on reduced lunch and 2,906 students on paid lunch
- 276 ELL students and 8,529 non ELL students
- 11 American Indian students, 1,693 Black students, 42 Asian or Pacific Islander, 447 Hispanic students, 567 Multi-racial students, and 6,045 white students.
- **c.** Summarize performance data for district populations and subgroups on applicable State assessments (ISTEP+, IREAD, IMAST, ISTAR, ECA).

Anderson Learning Academy conducted research on the school populations and subgroups based on ISTEP+ from Anderson Community School's Corporation. When researching for the performance data on IMAST and ISTAR there was no data available.

General Education Special Education	ELA Pass 1888 224	ELA % 68.4% 35.3%	Math Pass 1705 225	Math % 67.9% 39.8%	Both Math & ELA % 58.4% 26.6%
ELL	46	43.5%	48	50.4%	30.4%
Free or Reduced Meals	1344	55.8%	1251	55.7%	44.9%
American Indians Black	352	49.5%	308	45.5%	37.2%
Asian or Pacific	332	45.3%	300	43.3%	37.270
Islanders	13	78.9%	9	84.2%	78.9%
Hispanic	78	42.7%	76	45.8%	29.7%
White	1539	68%	1407	69.2%	59.0%
Muti-racial	121	62.8%	117	64.1%	55.1%

**d.** Summarize the survey data that includes the perception of the community you will serve.

The organizing board went in the community and conducted 532 surveys of residents of Anderson. The research from the 532 surveys showed that 80% of respondents did not feel satisfied with the schools in the area. Also an overwhelming 92% of respondents felt that parents should have an option on to where they send their child to school. Over 60% of respondents felt in favor of charters schools in general. The organizing group also collected 532 signatures of Anderson, Indiana area residents supporting a petition for the establishment of the charter school. On December 22<sup>nd</sup>, 2010 an article in the local newspaper The Herald Bulletin published a story on the front page regarding Anderson Learning Academy and followed up on January 2<sup>nd</sup>, 2011 with an editorial supporting the school. The last question on our community survey regarding whether parents would be interested in sending their child to a new charter school in Anderson, Indiana had 267 out of 532 respondents. Those respondents who have school-age children were in favor of sending their child to our charter school. The demand for students is the driving force of Anderson Learning Academy which will allow for customized learning per student but also an option for the student as well.

# 12. Serving Special Populations

## **Identifying and Serving Special Needs**

**a.** Explain the specialized resources the school will devote to serving students with special needs

The special education support system at Anderson Learning Academy will include administration, special education caseworker, teachers, paraprofessionals, and parents. It will provide a special education program and related services that parallel the regular education program, providing the least restrictive environment for students with special needs. Professional development training to make sure staff is well versed in the requirements of the Individuals with Disabilities Education Act (IDEA) as well as instructional strategies and interventions including differentiated instruction, co-teaching and Response to Instruction (RtI) will be included in the opening of school sessions annually, and revisited throughout the year, to address staff knowledge and implementation ability as well as appropriate student placement. Specially designed instructional programs and the necessary related services will be made available to any student with such needs and provide parents input into the recommendations and program placement as well as

progress monitoring. Classroom and school technology will be utilized to support student needs and assisted technology will be utilized as indicated and appropriate.

The original and continued placement of a student in any special education program is closely governed by state regulations, and Anderson Learning Academy will strictly adheres to these rules in order to protect the rights of students and parents. All children with an exceptionality and his/her parent is provided with safeguards, as required by law, at least one time per year, and upon referral for an evaluation, first request for due process hearing, disciplinary removal which is a change in placement or upon parent request. A move-in conference is held within ten days of a newly enrolled student who received special education services from another public agency. Consultation with the student's parent will ensure services will be comparable to those described in the student's IEP from the previous public agency. The student's records, including the IEP, supporting documents, and any other records relating to the provision of special education will be promptly obtained.

Children with disabilities shall be educated in the least restrictive environment; special education services shall be appropriate and designed to meet the needs of each child with a disability; to the maximum extent appropriate, children with disabilities shall be educated with children who do not have disabilities; and that special classes, separate schooling, or other removal of children with disabilities from the regular educational environment, shall occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

ALA will hire 2 special needs teachers and 2 special aide assistance (please see the summary of wages attachment). As such, ALA anticipates approximately 80 to 85 special needs children within the first year. The budget has been modified to anticipate the necessary teaching requirements. To the extent that a separate room will be required, the additional teachers were added to the budget to accommodate the necessary requirements.

**b.** Describe how the supplemental instructional design will meet the educational needs and goals of these students.

The Individualized Education Plan (IEP) is developed for each child with an exceptionality, reviewed and revised in a case conference meeting as set forth in state special education rules, to show how the student will access the general education curriculum and related services. The IEP will contain specific

responsibilities, accommodations, modifications, and support that must be provided. The general education curriculum is supplemented with modified programs of instruction or curriculum that relate to state academic standards and functional skills to be achieved.

The instructional focus of Anderson Learning Academy will be inclusionary, with pullout and self-contained classes supporting student needs in accordance with the IEP. General education and special education teachers and staff will receive training and support with regard to both strategies for co-teaching and differentiated instruction to ensure the least restrictive environment for students and high quality of instruction. Expectations regarding the level of student engagement will be consistent with the expectations for general education students, with teachers being expected to utilize instructional strategies consistent with student learning styles and individuals needs as well as appropriate support materials (i.e. manipulatives, visual supports, peer-tutoring and editing, etc.). Instructional materials and supplies are comparable and may be modified or additional materials secured to address identified needs. When necessary, supplemental materials such as high interest low ability reading materials will be secured to address appropriate accommodations. Differentiated instructional strategies support both small group and individual needs and classroom assistants will be utilized to support attention to these needs. Parent and community volunteers may also be useful in ensuring that all students receive the level of individualized attention necessary to meet performance goals.

If the interventions are not effective a conference will be convened to address needs and modify as appropriate.

**c.** Summarize any research or evidence that supports the appropriateness of the school's approach to serving students with special needs.

When the Individuals with Disabilities Education Act (IDEA) was originally enacted in 1975, Congress recognized that many children with disabilities were unnecessarily separated from their peers and educated in alternative environments. Therefore, IDEA requires that states provide a free appropriate public education (FAPE) to children with disabilities in the least restrictive environment (LRE). The general goal is to allow children with disabilities to be educated with their peers in the regular classroom to the extent possible. There are a variety of ways in which this can occur. Further, research on closing achievement gaps indicate effective

strategies as scaffolding content, pacing appropriately, providing support as a classroom routine, developing an environment of engagement, helping students make connections. Research also indicates that just putting special needs students in general education classrooms is not sufficient to provide the learning environment needed. There must be a change in instruction and the way that teachers work together to meet the needs of all students.

One size fits all, large group instruction is not effective. Teachers must incorporate activities in their lessons that address varied needs of learners. Differentiated instruction is used to address individual student needs. Research on the effectiveness of differentiated indicates that it builds on what students know, encourages students to extend beyond those boundaries and involves adjusting instruction to give students choices as well as allow for multiple ways to demonstrate mastery. This strategy is effective for all students and allows students with special needs to learn in their zone of proximity while supporting academic growth. In addition to instructional differentiated instructional strategies, research reflects that the co-teaching approach supports the development of students. General and special education teachers must be provided professional develop to ensure effective collaboration on student learning. These research based strategies support the academic success of all students.

**d.** Explain the process that will be used to monitor the achievement and progress of students with special needs.

School administration, the case worker and team leaders will meet regularly with teachers, assistants and teams servicing students with IEPs to ensure adherence to accommodations and collaboration on services and will attend conferences to ensure appropriate goals development and monitoring.

The ISTAR program will be used to ensure that Individualized Education Plans (IEPs) meet compliance guidelines. The teacher of record will monitor the implementation of the student's IEP supported by the caseworker and team leaders, and will ensure that each of the student's teachers, related service providers, paraprofessionals, and any other service providers who are responsible for implementing the IEP have access to a copy of the IEP.

Students with disabilities shall participate in school-wide and statewide assessment programs or be provided an alternate assessment. The Case Conference Committee

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will make the determination of which assessments are appropriate based on student IEP goals.

**e.** Describe the process that will be used to evaluate the efficacy of the program and ensure that the needs of these students are being met.

The special needs consultant along with ALA's Director will set some strict guidelines, along with measurable goals to track their work and success.

f. Create and attach Table (12f) to show the personnel that the school will specifically devote to serving special populations and the associated administrative responsibilities. Include the amount here along with the line item in the budget.

Attach Table 12f as a PDF (Portable Document Form) named, **Attachment 12f – Personnel for Special Populations** 

# 13. Student Discipline Program

**a.** Describe the school's proposed student discipline program including: school-wide discipline methods (positive behavior supports, etc.). If your school-wide discipline requires a contract and/or major expenditure, list the amount here along with the line item in the budget.

A positive, safe and orderly school environment is essential to learning. In order to develop and maintain the appropriate learning environment, the Anderson Learning Academy will have a positive behavior support program that includes a clearly articulated and consistently enforced school discipline code (See Attachment 36), implementation of the Character Counts program and use of Response to Instruction (RtI).

The school discipline code outlines all expectations for student behavior and will be provided to all families at the beginning of each year as a part of the orientation process as well as reviewed regularly. The six pillars of Character Counts trustworthiness, respect, responsibility, fairness, caring and citizenship, align with the Anderson Learning Academy mission of the development of responsible global

citizens and will be integrated into both classroom instruction and school activities. Response to Instruction will be used as a method to monitor and address student behavior to ensure that all students have the most appropriate conditions to address their behavior and learning needs. Together these components combine to form the positive behavior program.

A school committee, that includes all stakeholders, will be developed to monitor the effectiveness of the program and develop activities to support a positive learning environment. This may include but is not limited to review of the school discipline plan, development of incentive and reward programs and determining training and support needs.

### **b.** Research that it is appropriate and effective for the school's intended population

The Anderson Learning Academy positive behavior program is based on sound research. School-wide Positive Behavior Support is a systems approach to establishing the social culture and behavioral supports needed for all children in a school to achieve both social and academic success. SWPBS is not a packaged curriculum, but an approach that defines core elements that can be achieved through a variety of strategies. It is a researched based approach that includes three tiers, primary, secondary and tertiary, each of which has core elements. Core elements include clearly defined expectations, data collection as a tool for decisionmaking, use of reward systems, progress monitoring, use of home-school communication systems, functional behavioral assessment and individualized interventions. More specific research can be found at the following website: www.pbis.org/research/default.aspx.

The impact of the Character Counts program is indicated to be both behavioral and academic. In states including California, Florida and Illinois, there were significant gains at both the elementary and middle school levels in student achievement on state testing. Studies conducted by a variety of sources including universities and governmental agencies report dramatic improvements in both student attitudes and behavior, as well as a decline in discipline referrals, when the Character Counts program has been implemented. Lastly, reports of multiple school districts that implemented the program indicate that students, teachers and parents reported noticeable changes in behavior, attitude and effort directly attributed to the program. More specific research can be found at the following website:

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#### www.charactercounts.org/research/index.html.

Thus, there is emerging evidence that a tiered early intervention approach can improve the academic performance of students. RtI is an effective early intervention approach for all students. It can greatly increase the likelihood of improved student achievement by identifying struggling students at the earliest grade levels and providing them with additional instructional time and intensity during the school day. It provides a structured, diagnostic appropriate to ensuring the appropriate learning environment for all students, using three tiers to address student needs. Specific research on RtI can be found on the following website: <a href="https://www.rtinetwork.org/learn/research/researchreview">www.rtinetwork.org/learn/research/researchreview</a> and <a href="https://www.doe.in.gov/rti/docs/RtI\_Guidance\_Document.pdf">www.doe.in.gov/rti/docs/RtI\_Guidance\_Document.pdf</a>.

#### c. Link to the school's mission and instructional design.

It is the mission of the Anderson Learning Academy to serve the academic, physical, social and emotional needs of its students, accommodating their learning styles in a caring school environment. High expectations for student behavior that are consistently held and enforced in a culture of character ensures that the physical, social and emotional needs of all students will be met. When combined with the rigorous Core Knowledge curriculum and interventions such as RtI the learning styles and needs are addressed serving their academic needs. The Anderson Learning Academy positive behavior program supports the vision of students who meet their highest potential.

## 14. Professional Development

#### **Staff Experience and Expertise**

Describe the potential staffs' experience in teaching and how their expertise will support the instructional design and improve student learning opportunities.

Anderson Learning Academy will actively employ an on-going process to recruit highly a qualified staff that can bring diverse experience and leadership, instructional and support expertise. Staff will be recruited all colleges, universities and collaborative in Indiana offering recruiting opportunities. Listings of available positions will be posted on the web sites of job boards maintained by Indiana universities and other commercial entities, such as newspapers as well as through all available media outlets. The Anderson Learning Academy staff will be provided on-going mentoring support including: continuous feedback from Team Leaders and administrators on teaching effectiveness; regularly grade level meetings to support

collaboration; quality, relevant professional development including opening of school sessions and weekly staff meetings support for professional growth through encouragement to attend seminars, conferences, and workshops to enhance their professional expertise. A full range of educational materials and educational technology so as to teach effectively; a monetary stipend for classroom supplies and material; teacher participation in decision making through a committee structure that deals with various issues and makes recommendations to the administration. A performance-based system so that high quality teaching is rewarded by larger salary rises as well as financial bonuses.

#### **Professional Development Plan**

**a.** Describe staff development priorities and how these priorities align w/ goals for student performance, program design and staff needs.

The quality of instruction is the single largest factor in student achievement followed by a safe, positive learning environment, for which the school leader is the driving force. To that end, Anderson Learning Academy will provide extensive professional development for its administrative and teaching staff. School leadership will receive training in coaching and team building as well as other leadership and management skills as needed. Teachers will receive training, coaching and mentoring in the adopted curricula, data analysis and differentiated instruction and other areas as identified by school leadership. A strong foundation in leadership skills facilitates a safe and orderly learning environment and well-prepared and supported teachers are able to implement quality instruction in the classroom that engages all learners.

**b.** Describe a multi-year/ long-term professional development plan.

All staff will attend professional development annually a minimum of one week prior to the opening of school. The professional development provided is designed by the administrative team to address the needs of staff in order to support student achievement, including curriculum materials, instructional strategies, cultural competence and team building. Throughout the school year, team leaders meet weekly with teachers and teams to support instructional needs and improvement and to ensure curricula and initiatives are implemented. End of the year meetings are convened to reflect on performance and modify as needed.

**c.** Explain the system for ongoing staff development.

All staff will attend professional development annually a minimum of one week prior to the opening of school. The professional development provided is designed by the administrative team to address the needs of staff in order to support student achievement, including curriculum materials, instructional strategies, cultural competence and team building. Throughout the school year, team leaders meet weekly with teachers and teams to support instructional needs and improvement and to ensure curricula and initiatives are implemented. End of the year meetings are convened to reflect on performance and modify as needed.

**d.** Describe how the professional development system will evaluate effectiveness and implement a clearly defined evaluation process for transitioning PD content to classroom practice.

The school leadership team will establish professional development goals, with clearly measureable outcomes at the start of the school year. These goals will be evaluated on a quarterly basis including feedback from staff. Team leaders monitor the implementation of curricula and school administration monitors the quality of instruction. Monitoring will take place in the form of regular classroom walkthroughs and formal and informal evaluations.

**e.** Explain how resources/ budgets are realistic and aligned to activities identified in the professional development plan based on needs and priorities. Include the line item in the budget and the amount of the allocation here.

Under the Pre Op section of the budget, ALA assumes that \$7500 will be allocated solely for professional development with the staff in February. Also \$9,000 per year will be allocated towards staff development. The budget assumes that \$600 will be used for subscriptions as this will help with continual subscription of normal licenses and fees associated with the development materials. This approach is very consistent with ALA's view that dollars will be allocated for the development of teachers and students. The "other supplies line items" is a very good indication that ALA has allocated growth opportunities for the development and instructional design.

#### 15. Co-Curricular and Extracurricular

(Indicate if not applicable to your school)

**a.** Describe the school's plan for providing co-curricular or extracurricular programs and how they will be funded and delivered. Include the line item in the budget and the amount of the allocation.

Currently, Mickey McKenzie is the CEO of a founding board for a local day care service. The day care service will provide day care services for the brothers and sisters of ALA as well as day care service for the teachers within ALA. It is the aim of the day care to help fulfill ALA's vision of the circular approach by incorporating another aspect of education led day care service to a younger population. Not to mention that this day care service will be a new life line for additional students in the future."

Also, ALA has received in an in kind support letter from the local YMCA to provide extracurricular activities after school and during the break times. These extracurricular activities consist of swimming, soccer, basketball, and several other sporting activities. The other program that the YMCA will provide for us is Y-Leaders. The Y-Leaders is a program that is an after school program that is filled with recreational and educational activities.

**b.** Describe the school participation fees associated with extra-curricular activities (if applicable), including the school's policy on fee waivers.

It is ALA's intent to use as much in kind support in the early years of operation until further cash flow and stabilization is met within the budget. Hence, these activities are currently not specifically broken out in the budget because they are currently supplied as an in kind to ALA.

**c.** Describe how your plan meets Title IX requirements.

ALA will meet all of the Title IX requirements by participating in activities that are not discriminatory to anyone based on race, sex, or religion.

#### 16. Transition Plan

**a.** Describe the strategies and activities that will support students' transition from one grade span to the next.

Transition is a natural part of all educational programs. Students are expected to adjust to changes in teachers, classmates, schedules, buildings and routines. Students can easily make this shift through preparation for a smooth transition.

Teachers build a communication relationship with the parent(s), guardian(s) and student(s). This is a critical point and opportunity for the parent(s) and guardian(s) to assist the child(ren) in the transition process to give the child(ren) the feeling of assurance. This communication relationship will be facilitated through consistent classroom and school communication and an active parent advisory group. Regular grade level and staff meetings and collaborate teaching teams will include dialogue to ensure all staff are familiar with student performance and end of the year meetings will focus on transitions. Once teachers identify students at the next grade level, they can observe the students' performance and focus planning on identified needs. Additionally, classroom assignments can support transition issues. For example students can write essays about their transition to the next grade, which will give teachers an opportunity to identify transitional stress among students.

If students demonstrate transitional stress, teachers can give encouragement and have a "Buddy" system where the child who is having transitional stress, interacts with a small group other child(ren), no more than three (3) in a group, who have transitioned for the next grade level and the teacher to constantly communicate with the child to observe their process through the transition. Additionally, parent Advisory meetings and family night activities can provide strategies for parents on supporting students in the transition between grade levels.

**b.** Identify additional "transition" issues that will affect your school and describe how you will address them.

Children are nervous about the transition from one grade to the next, and Anderson Learning Academy understands this is a normal response for children. Additional issues that would affect Anderson Learning Academy:

From home child to school child - Anderson Learning Academy has a active, positive and fun learning environment; where the child will feel comfortable and have the opportunity to freely express their thoughts and feelings.

Behavior issues from ineffective transitions - Anderson Learning Academy will communicate with the parent(s)/guardian(s) and have adequate resources for the child to ease the transitional process. Staff, such as the Dean of Students and social worker, support appropriate behavior as well as provide support systems for struggling students.

Children from diverse backgrounds - Anderson Learning Academy has an open environment where children are respected, positive communication is encouraged and teachers makes sure the classroom environment is regulated. Professional development will include cultural competence ensure teachers are prepared to address the needs of diverse populations.

Children trying to find their "Place" in the transitional process, Anderson Learning Academy has an open environment focused on individual learning styles and needs with an emphasis on achievement. Students are supported and guided in being them as they engage in learning inside and outside the classroom.

Anderson Learning Academy will have a positive, safe and orderly learning environment with caring staff and collaboration between stakeholders to support that supports student transition and growth.

## Organization

#### 17. Parental Involvement

**a.** Describe how the school will identify the needs of students and their families to provide opportunities for effective parental involvement and benefit adult family members.

Memo: All of section b thru e is included in section a.

ALA Parent University
Improving Educational Outcomes
For
Our Children

The mission of Parent University is to Educate, Inspire, and Empower parents to assist their children in their educational pursuit.

ALA understands that a child's potential for learning increases when parents show an interest in their education. The research overwhelmingly indicates that parent

involvement not only positively affects student achievement, it contributes to higher quality education and better performance of schools overall. Yet both schools and parents struggle with how to make that involvement happen. The U.S. Department of Education reports that the rate of parent involvement drops to 55 percent by the time children reach age 14, and it continues to drop as children progress through high school. (Lance Armstrong Foundation)

ALA holds an open door classroom policy for parents. This means that parents can visit their children and their classrooms as long as the visit does not interfere with the educational flow of the students. When parents come to visit their children at school they must first stop by the office to sign in and receive a school pass. Office personnel will check with the teacher in the child's class to ensure that the parent's visit will not interfere with what is taking place in the class room.

As a part of the circular approach to education, ALA has developed the "Parent University" as a vehicle through which parents are involved in the educational process of their children, while pursuing their own educational goals. The Parent University (Parent U) is designed to promote parent involvement, adult education and help parents to understand the teacher/parent relationship through pertinent information that is helpful to their child's educational process. The community is encouraged to participate in the Parent University through outreach programs and any school functions.

#### Parent Involvement Opportunities

- General Education preparation (GED)
   Teacher Conferences (PTC)
- > Attending Parent

Classroom volunteer nights, field trips...

> Special events; literacy

- > Attending school board meetings
- > Traffic patrol

Parents enrolled in the GED preparation class and attending two or more classes per week satisfies the volunteer requirements.

#### **Parent Requirements**

- 1 student 7 volunteer hours annually
- 2 students 14 volunteer hours annually
- 3+ students 20 volunteer hours annually

Anderson Learning Academy will offer A 3 hour introductory session on ALA's curriculm and goals in order to help parents better understand the ALA approach to education. The session will count as 5 hours toward volunteer hours.

Memo: All of section b thru e is included in section a.

**b.** Explain the school's plan for parental involvement with the goals the school will achieve and how parents can realistically assist.

Memo: All of section b thru e is included in section a.

**c.** Describe programs and activities that will support parents' engagement in their students' academic success (i.e., assessments; standards; expectations; goal setting; feedback).

Memo: All of section b thru e is included in section a.

**d.** Explain how the school will make the community aware they can be involved.

Memo: All of section b thru e is included in section a.

**e.** Describe activities that will provide parents opportunities to influence the management of the school.

Memo: All of section b thru e is included in section a.

## 18. Partnerships / Contracts

**a.** Identify any partnerships or contractual relationships central to the school's operations or mission. Include the amount in the budget for partnerships or contractual relationships and the line item in the budget here.

Anderson Learning Academy has partnered with several different organizations within our community. The Madison County Literacy Coalition, Madison County Community Health Center, Inc., Young Men's Christian Association (YMCA), and the Urban League of Madison County, Inc. ALA has developed these partnerships as components of ALA's inclusive circular approach. This approach consists of ALA, students, parents, and the community all working together for a common goal. These organizations are showing their commitment to the educational mission of ALA by offering their services at no cost to ALA.

**b.** Explain the purpose of the partnerships or contractual relationships.

The purpose of the partnerships with the 3 community based organizations will be

to provide remediation and enrichment for the students during one of the 3 week breaks.

The Madison County Literacy Coalition will be beneficial to ALA based on the services they offer such as an Adult literacy, Computer—literacy, financial literacy, and K-12 literacy. These services are offered to ALA's students and parents through after school programming, ALA's Parent University and one of the three week remedial breaks. The Literacy Coalition strives to unite and educate the community around the importance of literacy as it strives to support the community through consensus-building.

The YMCA will offer to ALA's students youth programs such as fitness/wellness, child care and youth sports. The YMCA has also expressed an interest in providing programs and enrichment activities during one of the 3 remedial breaks. This partnership will allow our students to participate in YMCA programs that may not have done otherwise. As a partner with the YMCA they will provide these services for ALA's youth during school breaks.

The Urban League of Madison County has existed in Madison County, Indiana since 1926. It has provided numerous services to the community during the many years of its existence. The Urban League has provided youth mentoring programs, job readiness programs, youth empowerment summits, after school tutoring programs, summer programming and adult education. The Urban League has agreed to partner with ALA to provide adult education services and tutoring for the students in ALA. The Urban League will also provide remedial services during one of ALA's 3 week breaks.

The Madison County Community Health Center provides quality accessible and affordable health care to the uninsured, underinsured, and working poor citizens of Madison County. The services of the Madison County Health Center will be available to all ALA's students. The Madison County Community Health Center supports ALA's mission by providing a school nurse that will administer all health care services to our students through physicals, dental check-ups, and eye examines.

## 19. Organizational Structure

**a.** Create and attach an organizational chart (19a) for the school. Support the chart with a narrative description outlining the school's organizational structure.

Anderson Learning Academy's overall organizational structure begins with the board of directors as the governing body. The school director reports directly to the governing board of directors. Anderson Learning Academy has contracted an educational consultant, which will oversee the school's director. The education consultant will act as a liaison between the school director and the board of directors. The school director will work to support the dean of students, director of special education and the school nurse as well as the office staff. The dean of students will manage all school operations, which will include the maintenance, food services, social worker, and the counselor. ALA has contracted the Institute for School Excellence as the director of special education. The director of special education will oversee all special education teachers and aides for full compliancy. The team leaders will act as liaisons between the school director and all teachers including special teachers for art, music, and PE as well as the media specialist. Teachers will be supported by teacher aides to ensure success for all ALA's students.

Attach Table 19a as a PDF (Portable Document Form) named, **Attachment 19a – Organizational Chart** 

**b.** Provide a rationale for choosing this structure, and the roles of any management or partner organizations.

ALA has seen first-hand how the traditional organization structure and management of schools in our community are ineffective and inefficient, thus creating a structure that supports a leadership team that is inclusive. By creating an inclusive leadership structure ALA will result in a professional environment that emphasizes staff interaction and ongoing professional development. The organizational structure of ALA was created to fit the needs of the students as well as to provide a system of checks and balances. This system was designed to clearly articulate all roles and responsibilities of the staff of ALA. This system is designed in a way to provide accountability and foster a positive learning environment for all students.

## 20. Governing Board

**a.** Describe the responsibilities as a whole, individual officer responsibilities, election/ selection processes and terms, and removal of board members.

The business and affairs of Anderson Learning Academy shall be managed, controlled, conducted under the supervision of the Board of Directors. The Board has legal and fiscal responsibility for Anderson Learning Academy, as well as being in compliance with applicable Federal, State and Local regulations.

The Board of Directors shall have the following duties and responsibilities:

- 1. Responsibility for adequately financing for the work of Anderson Learning Academy.
- 2. A budget for Anderson Learning Academy and approve program funding applications.
- 3. Evaluate Anderson Learning Academy's programs and performances in accordance with criteria established by the Federal and State government(s).
- 4. Ensured that program standards and performances measurements are achieved.
- 5. Approve and ensure compliance with shared Governance agreement with any Anderson Learning Academy sponsored program.
- 6. Be fiscally and legally accountable for oversight all Anderson Learning Academy programs, including general responsibility for guiding, directing, planning, managing and monitoring.
- 7. Insure that Anderson Learning Academy develops an internal control to safeguard program funds, comply with laws and regulations that have an impact on financial statements, detect or prevent noncompliance, receive and review audit reports and monitor implementation of corrective actions.
- 8. Reviewing and revising Bylaws.

#### **Power and Duties of Officers**

The Chairman, principle officer of Anderson Learning Academy supervises and controls all of the business and affairs of the corporation, including all sponsored programs. The Chairman shall be the spokesperson of the corporation.

The Chairperson may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors.

The Vice-Chairman is empowered by the Board of Directors to execute the powers and all duties of the chairman in their absent.

The Secretary attends all meetings of the Board of directors, keeps complete records of the proceedings of such meetings, maintain custody of the books, maintain the seal of Anderson Learning Academy and assure that the seal is affixed to all documents where required.

The Treasure keeps correct and complete records of account(s), showing accurately at all times the financial condition of Anderson Learning Academy. Treasurer has custody of all funds, notes, securities and other valuables which may come into possession from time to time. The Treasurer is responsible for the execution and reporting of the annual audit. The Treasurer deposits all funds of Anderson Learning Academy with such depositories as the Board of Directors designate.

#### **Election/ Selection Processes and Terms**

Any person subscribing to the goals of Anderson Learning Academy Inc.; and is in good standings with the community as a whole may become a member by a voting process. The process consists of having a majority approval for acceptance by the Board of Directors. The Board of Directors may elect a new director to replace a director whose term will expire or has expired and each new director serves a term of four (4) years or such other period as prescribed by the directors at the time of such election, until his/her successor is elected and qualified. Following the expiration of a director's term, at least twelve (12) months must elapse before he/she may be elected to the Board of Directors again with a majority approval. Any board member may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman and/or Secretary of Anderson Learning Academy. Such resignation takes effects at the time specified time.

#### **Removal of Board Members**

Any member of the Board of Directors may be removed from such position by an affirmative vote of two thirds (2/3) majority of the members entitled to vote an election of Board positions. The Board may remove any member who is absent for three (3) consecutive meetings without proper notification, and sufficient reason if it deems necessary without calling a special meetings of the members.

**b.** Create and attach a chart (Chart 20b) that reflects the flow of information to and from all stakeholders.

Attach Table 20b as a PDF (Portable Document Form) named, **Attachment 20b – Flow of Information** 

c. Attach Articles of Incorporation

Attach Articles of Incorporation as a PDF (Portable Document Format- Acrobat®) named, **Attachment 20c – Articles of Incorporation** 

## 21. Principal Leadership

#### **Educational Role**

a. Describe the school leader's role in educational leadership.

The school leader's role is to serve as the educational leader, responsible for managing all polices, regulations, and procedures to ensure that all students are in a safe learning environment. The school leader's role shall be to:

- 1. Implement and monitor goals, and strategies and directions for the school which includes meeting the Indiana State Standards, Core Knowledge Sequence, and the Paideia principles.
- 2. Manage and evaluate clear procedures for the operation and functioning of the school consistent with the mission, vision and goals of the school.
- 3. Lead, support, and monitor the Team Leaders in assuring the implementation of the goals, curriculum, and policies.
- 4. Support all faculty in assuring implementation of the goals, curriculum, and policies.
- 5. Maintain a disciplined and orderly school environment.
- 6. Be visible and known presence to all students, faculty, staff and parents as well as to display the highest ethical and professional behavior.
- 7. Maintain positive and cooperative support in all relationships with staff, students and parents.

- 8. Inform appropriate personnel and Anderson Learning Academy's Board when there is evidence of child abuse, neglect, medical or social conditions.
- 9. Communicate with the ALA's board about the operation of the school including the needs and improvements.
- 10. Attend all school meetings and activities.
- 11. Assist in the yearly school budget and adhere in operating within the budgetary allocations.
- 12. Develop proposals for continuing professional development of faculty.
- 13. Evaluate Team Leaders, Teachers, and report information to ALA's board with thorough written documentation.
- 14. Work with Team Leaders in creating a plan and strategy for students to maximize their success.
- 15. Maintain thorough, accurate, organized and accessible records of all information required by Ball State University and promptly meet deadlines for required submission of all documents in a professional manner.
- **b.** Describe the qualifications required for the school leader.

The school leader must have a Master's Degree in Education, have at least 5 years of experience as an administrator, meet Indiana minimum state requirements for principals and hold an Indiana Administrative Certification. The Leader must demonstrate excellent leadership, organizational and communication skills as well as the ability to build a team. The leader must also demonstrate the ability to multi-task and have a high attention to detail.

**c.** Explain the process that will be used to recruit this person and the criteria used to select him or her.

The recruitment process will seek qualified individuals through recommendations from community and political leaders. The process will use external sources such as principals from neighboring districts as a diversified marketing and advertising strategy to ensure an adequate number of candidates through highly visible Internet and classified ads. The

process will also include targeted mailings to school administrators in other school districts. The school leader's position will be posted on the Indiana Department of Education's website. The criteria used to select the school leader's role will be a minimum education requirement and experience as well as a preliminary assessment outlining the candidate's eligibility through an application packet which includes application, resume and references. The candidate must then be evaluated in an interviewing process.

**d.** Explain the process and criteria that will be used to select this person, including who will be involved and the role of the board and management organization, if any.

The recruitment process will include the board of directors as well as the education consultant. The board of directors along with the consultant will develop the recruiting process as mentioned above along with the criteria used to select the school's leader. The decision to hire will include both the board of directors and the education consultant.

If Applicable, attach the resume or biography as a PDF (Portable Document Format- Acrobat®) named, **Attachment 21d** – **Principal Resume** 

## **School Management**

**e.** Create and attach an organizational chart (Chart 21e) that reflects the management structure consistent with the information provided within the application.

Attach an Organizational Chart, as a PDF (Portable Document Format- Acrobat®) named, **Attachment 21e – Organizational Chart** 

**f.** If applicable, describe how the school will work with a management organization and explain the relationship between employees of the school and that organization.

N/A

## 22. Staffing

Create and attach a first-year-staffing chart (Chart 22a) and a chart (Chart 22b) of staffing projections for the term of the charter. Support the information with a narrative explanation.

## First year staffing chart and projected staff chart

The daily management of the Anderson Learning Academy will be carried-out by the school's principal with the support of Team Leaders, who support curriculum and instruction, and the Dean of Students, who supports a safe and orderly school environment. The social worker and counselor support social service needs. Certified teachers provide instruction in the general education curricula and a certified special education teacher supports students with special needs. All certified teachers are supported by classroom assistants in providing students with individualized and small group attention. In the first year of operation the Anderson Learning Academy will service students in kindergarten through fifth grade, with two classrooms at each grade level (See Attachment 22a). A grade level, also two classrooms, will be added in years two, three and four (See Attachment 22b) completing the grade level configuration of kindergarten through grade eight.

Initial staffing provides a special education teacher and classroom assistant with and additional classroom assistant added in year two and teacher added in year three. A counselor is added in year four to support social service needs. Additional teachers and/or classroom assistants may be added should the enrollment require additional staffing. An English Language Learner (ELL) teacher may also be added should enrollment include students in need of language services.

The Administrative Assistant and office clerk support the principal in daily operations and provide a courteous and professional office environment.

Attach Tables 22a and 22b as PDF's (Portable Document Form) named, **Attachment 22a – First Year Staffing** and **Attachment 22b – Staffing Projections** 

#### 23. Staff Recruitment and Retention

**a.** Describe how you will recruit and retain staff, particularly high quality teachers.

The Anderson Learning Academy will employ the services of certified teachers and classroom assistants to meet the highly qualified requirements of No Child Left Behind and sure the highest quality of instruction. Additionally, all staff will meet background check requirements.

The recruiting process for Anderson Learning Academy will be an on-going activity to provide the school with exposure to the greatest number of potential certified staff as well as maintain a high caliber teaching staff. A representative of Anderson Learning Academy will attend every teacher fair organized by Indiana universities and colleges and may also participate in job fairs hosted by institutions outside of the state within the Midwest region. Additionally, listings of available positions will be posted on the websites of job boards maintained by the Indiana Department of Education, Indiana colleges and universities and other commercial entities, such as newspapers.

The retention of good teachers is a key element in creating a positive school culture and fostering student academic growth. The teacher selection process is the first line to retention of quality teachers. All teaching candidates will participate in a rigorous selection process that includes lesson planning, teaching and reflection. A team, including the principal, will conduct candidate screening. The candidate screening process supports the selection of the highest caliber of teachers, appropriate grade level placements and professional development planning to ensure the best possible teaching and learning environment.

The school climate is a critical element in the retention of quality teachers. The Anderson Learning Academy board has established clear guidelines for the behavior and academic effort of students and works with the school principal and staff in engaging students and their families, as a school community, in being held to those standards. The Dean of Students and other student services personnel support the needs of students to ensure a safe and orderly learning environment.

Adequate professional growth and planning time are also key elements of teacher retention. Teachers will be provided high quality professional development developed by the principal and team leaders to meet the needs of each teacher. Five

to ten days of professional development begin each school year and job-embedded professional development occurs weekly, in addition to grade level planning and meeting time. All teachers are provided with a full range of educational materials and educational technology so as to teach effectively. In addition, every teacher is given a monetary stipend for classroom supplies and materials. Teachers are encouraged to attend seminars, conferences, and workshops, to enhance their professional expertise, that are supported by the school budget. Team Leaders support and mentor new teachers by helping them with material selection, teaching strategies, planning, and classroom management. And, all teachers are given ongoing feedback from Team Leaders and administrators on their teaching effectiveness and provided coaching and support. High quality teaching is rewarded by financial bonuses twice annually, mid and end of year, through a performance-based system.

The key in all the above initiatives is the respect of teachers as professionals, viewing them as partners in the education of children along with administrators and parents, and rewarding and recognizing them for their excellence in teaching.

**b.** If applicable, describe how staff will be involved in the governance and management of the charter school.

Anderson Learning Academy will have school committees related to academic performance and school culture and climate. Committees will be identified, by the principal, based on the school goals and input from staff and will support decision-making regarding school goals, strategies and interventions. All teachers will be required to serve on a committee, though they may select the committee on which they serve. Committees will meet regularly and provide information, recommendations and suggestions in accordance with their identified function.

#### **Finance and Facilities**

#### 24. School Financial Plan

Describe the school's financial plan and policies in compliance with requirements by the State Board of Accounts. State Board of Accounts Manual

a. Explain the process your school will use to develop its budget.

#### School's fiscal procedures including:

- budget process
  - Submitted to the board by the agent with input from the Director
  - Two budgets due December 1 and April 30 (this will contain budget adjustments for the current year and assumptions for the following year)
- limits on appropriations
  - All funds directed for use will be assigned via the initial budget in April
  - New items to the budget must have dual approval from the administrative agent and the director
- budget reports
  - Budget reports must be presented by the Director to the board
- expendable revenue policy around undistributed reserves
  - All undistributed reserves will be recaptured into the school's following budget items to allow the following year's budget to be potentially expanded for the following items
    - Staff or additional teachers
    - Student learning materials
    - o Emergency Budget funds
- policies around inter-fund transfers
  - N/A
- policies around emergency expenditures

Emergency funds will be directed for items not in the original budget, but are critical to the maintenance of the school. Emergency funds will be listed out in the handbook, which will be drafted with the help of the ALA administrative agent and the director. In essence, all emergency funds request will have joint approval from the director and the administrative agent. All emergency funds will presented to the board during the quarterly board meeting. The following items will be allowed for emergency expenditures:

- One time unforeseen building expenditures
- Health care concerns
- Food concerns

b. School's fiscal procedures.

Explain the process your school will use to develop its budget. Your response should address:

- who will be involved;
- ALA will employ a finance committee comprised of Migual Patterson, Perry Washington, and Mickey McKenzie. The board of ALA will create the budget. ALA will acquire an outside CPA to review all financial statements quarterly as well as an annual audit of the financial statements. The Director as well as the finance committee will review the budget to actual financial results.
- how needs will be identified and weighed;
- The Needs of the budget will focus on student development versus fixed cost growth in the school. For instance, the school will incorporate a slow growth phased development of the school. The process will start off with the initial 300 students and the school build out will have a phased approach for capital expenditures to expand the building. The school expansion will coincide with the additional students as the school grows from kindergarten through fifth grade growing to the eighth grade of the first three to four years of operation.
- Timeline for creating and approving budgets;
- The budget process will have to budgets. The fist budget will be approved at the end of June to incorporate the first half of the school year, and a second more robust and measurable budget will be completed by the end of December to capture updates as well as unknown items at the beginning of the school year. The two-budget approach will be instituted for the first four years of the schools operation to ensure that adequate financial attention is given to the school's operation.
- Procedures for monitoring and modifying budgets.
- The Budget will be measured each quarter versus the actual results. The Director will present major discrepancies to the ALA Board during the quarterly review. Major adjustments will be captured in the semi-annual budget modification. Any additional constraints or injections of cash will require a formal request at least 90 days in advance.
- **c.** Describe the methods the school will use to complete the audit of their financial operations.

Describe the methods the school will use to complete the audit of their financial operations.

Submit your narrative response to request for School Financial Plan - as a Microsoft Word file named, Attachment 20– School Financial Plan

The auditing process will employ a dual approval process. The financial statements will be prepared quarterly and reviewed by a local CPA firm. Annually, an outside CPA firm will audit the financial results as "CPA reviewed". Each quarter, the financial statements will be presented to the board of directors of ALA within 45 days of the closing cycle. Annually, the complete audited financial statements will be presented to the board of directors 120 days after the fiscal year. To ensure that adequate consideration is given to the financial process, a local CPA representative will work with the internal administrative agent to ensure that the financial statements are adequately prepared.

## 25. Cash Flow Projections for Pre-Operational (Start-up) and First Year

Present and attach pre-operational through first-year monthly cash-flow projections with clearly explained assumptions (Table 25, Budget Worksheets A-B). Provide supporting evidence in the form of a narrative that that the proposed school would have sufficient start-up funds through first year available to it. Explain how the first year plan supports the school's mission and educational goals.

**a.** Explain budget priorities that are consistent with and support key parts of the plan, including the school's mission, educational program, staffing and facility;

The budget was created to support the circular approach of ALA's core mission statement. This involves sound financial management in the first year of the process to ensure that adequate cash flow is maintained with the building; however, the budget does not discount the value of teacher's, parent involvement, community involvement, and most importantly the student experience. For instance, the budget assumes that ALA will lease the building initially to ensure that financial obligations are met while offering flexibility in the budget. The building is assumed to accommodate only the mandatory number of students in the first 3-5 years via a lease, with renovations to take place over the first three years. The original budget assumed that rent rates would be higher; however, after careful consideration the budget was modified to incorporate a lower rent amount initially with the direct offset with full time non-core teachers to ensure that the curriculum is carried out to maximize ALA's potential as well as the potential to add additional value additions to the curriculum. This will also incorporate more dollars to training staff to employ ALA's strategy.

**b.** Explain realistic, evidence-based revenue and expenditure assumptions, including any plan to incur and repay debt;

ALA's revenue is based off of 300 students in the first year and the appropriate state assumptions given those numbers. Also based on the assumed number of special needs and income based lunch requirements, ALA has assumed that the revenue assumptions will be adjusted accordingly. The initial budget assumed that certain positions would require par time staff as well as minimal administrative staff in the first year until the number of students per year grows to accommodate additional administrative staff in the budget. The final budget has increased many of the part time staff positions given that the need to attention to student development in the first year is critical to educational experience. Also, ALA will employ an administrative agent to assist with the day to day operations that will report directly to the board of ALA. The rent expenditures has been reduced to assume that the final loan will be much lower as well as a plan to allow A LA to pay off the loan balance and purchase the building outright in five years from the initial investors. Other loans considered are the various temporary loans to purchase the initial start up needs such as furniture and payroll, which will be paid back once the federal and state funds are returned.

**c.** Present viable strategies for meeting potential budget and cash flow challenges, for the first year of operation.

The budget assumes that the temporary loan will satisfy the initial need required to meet the upfront cash expenditures that will not be recaptured until the start of the 2013 (see the initial year start up summary page of the budget with line items for each loan category). ALA has already started working on these temporary loans (state sponsored) to capture the initial anticipated shortfall. Other potential gaps would be with the renovations to the building for phase II; however, ALA will state in the lease / initial loan that renovations expenses will be added to the loan amount and amortized over the life of the loan. Strategies to recognized the problems would be monitored by the assistant to the board via the quarterly reports via the financial statements as well as an annual budget that will be prepared.

Attach Budget Worksheets A-B - as a PDF (Portable Document Format - Adobe® named, **Attachment 25 - Budget Worksheets A-B** 

## 26. Projected Five Year Budget Plans

Present and attach five-year cash-flow projections with clearly explained assumptions (Table 26, Budget Worksheet C). Provide supporting evidence in the form of a narrative that the proposed school's five-year budget plans are fiscally sound and that the proposed school would have a well thought out timetable of anticipated revenue (detail the sources) and expenditures on a month-by-month basis to support the school's mission and educational goals.

**a.** Present budget priorities that are consistent with and support key parts of the plan, including the school's mission, educational program, staffing and facility.

Present budget priorities that are consistent with and support key parts of the plan, including the school's mission, educational program, staffing and facility.

The budget was created to support the circular approach of ALA's core mission statement. This involves sound financial management in the first year of the process to ensure that adequate cash flow is maintained with ability to grow to reach the 5-year projections and expand to the 8th grade. The budget assumes a phased approach that will allow renovations to the building as more students are added to the school via a growing rent / lease rate the building; however, the budget does not discount the value of teacher's, parent involvement, community involvement, and most importantly the student experience. For instance, the budget assumes that ALA will lease the building initially to ensure that financial obligations are met while offering flexibility in the budget. The building is assumed to accommodate only the mandatory number of students in the first 3-5 years via a lease, with renovations to take place over the first three years. The original budget assumed that rent rates would be higher; however, after careful consideration the budget was modified to incorporate a lower rent amount initially with the direct offset with full time non-core teachers to ensure that the curriculum is carried out to maximize ALA's potential as well as the potential to add additional value additions to the curriculum. This will also incorporate more dollars to training staff to employ ALA's strategy. Over the first five years assume that the number of teachers will be added in direct correlation to the number of students in the first 5 vears as well as more administrative fees for consideration.

**b.** Present realistic, evidence-based revenue and expenditure assumptions, including any plan to incur and repay debt.

ALA's revenue is based off of 300 students in the first year with a growing number of students each year culminating in an expanded grade levels to the eight grade by the fifth year. Also based on the assumed number of special needs and income based lunch requirements, ALA has assumed that the revenue assumptions will be adjusted accordingly. The initial budget assumed that certain positions would require par time staff as well as minimal administrative staff in the first year until the number of students per year grows to accommodate additional administrative staff in the budget. The final budget has increased many of the part time staff

positions given that the need to attention to student development in the first year is critical to educational experience. Also, ALA will employ an administrative agent to assist with the day-to-day operations that will report directly to the board of ALA. The rent expenditures has been reduced to assume that the final loan will be much lower as well as a plan to allow A LA to pay off the loan balance and purchase the building outright in five years from the initial investors. Other loans considered are the various temporary loans to purchase the initial start up needs such as furniture and payroll, which will be paid back once the federal and state funds are returned in the first year.

**c.** Present viable strategies for meeting potential budget and cash flow challenges, for the five years of operation.

The budget assumes that the temporary loan will satisfy the initial need required to meet the upfront cash expenditures that will not be recaptured until the start of the 2013 (see the initial year start up summary page of the budget with line items for each loan category). ALA has already started working on these temporary loans (state sponsored) to capture the initial anticipated shortfall. Other potential gaps would be with the renovations to the building for phase II; however, ALA will state in the lease / initial loan that renovations expenses will be added to the loan amount and amortized over the life of the loan. The final loan amount for the building will incorporate a strategy a lease buy back option for the building. Strategies to recognize the problems will be monitored by the assistant to the board via the quarterly reports via the financial statements as well as an annual budget that will be prepared. Also, ALA will likely apply for a revolving line of credit that will sustain school for potential shortfalls in funding. This revolving facility will strictly be used for cash shortfalls and renewed annually. ALA will pursue the option for no mandatory quiet period on the revolving loan given the nature of state funding for schools.

Submit budget worksheet from Table 26, Budget Worksheet C as a PDF (Portable Document Format - Adobe® - named, **Attachment 26 - Budget Worksheet C** 

## 27. Fund-raising Contributions

Present evidence of anticipated fundraising contributions, or in-kind contributions if claimed in the application.

Contributions to ALA will be manly in kind services to the school. The in kind services are a reflection of ALA's vision for a circular approach with the community. ALA will receive in kind health services from Madison County Health Coalition. ALA has also received a letter of endorsement from the CEO of the Madison County Health Coalition. Our local YMCA will minister the ALA after school program to help with the programs for the students after school with extracurricular activities. ALA's disciplinary policy will employ community service endeavors with local business as well. While this will not be an in kind contribution per se, it is a true direct impact and benefit to the school.

#### 28. Insurance

Describe the insurance coverage to be carried by the charter school, including the name of the insured and amounts of insurance for liability, property loss, and student personal injury. Detail how the insurance expenses are included in the school's budgeted expenses.

Please see Attachment 28- Insurance. For letter from Insurance Agent.

## 29. Facilities Plan

Describe the facilities needs and cost:

**a.** Facilities costs including, as applicable, cost of purchasing, leasing, building, or renovating an educational facility that conforms to applicable health, safety, and occupancy requirements.

Memo: Section b thru d are included in section a.

Anderson Learning Academy is currently in negotiations with Anderson Community School System for a vacant elementary school. The vacant school that we are proposing to lease or purchase from Anderson Community Schools is Robinson Elementary. Robinson Elementary School is a 65,000 square foot facility, with over 30 elementary size classrooms. Further description of this facility is located in form 29d.

Anderson Learning Academy's preliminary proposal for this facility is a lease with the option to buy after 3 years. The lease price for this building over 3 years is \$75,000.00 a year. Once we have leased the building for 3 consecutive years we will have the option to purchase the facility for

\$100,000.00. The renovations that will be needed for the school to be fully useful are not related to health, safety or occupancy requirements. Our budget may reflect a larger amount but this is due to us being prepared to implement our second or third choice for a facility.

Anderson Learning Academy's second choice for a facility is another school owned by Anderson Community Schools. This facility is known as Edgewood Elementary School. Edgewood is a school that was built to hold elementary students from K-6<sup>th</sup> grade. This school is only 34,969 square feet, but it is a fairly new school.

The last location that we have as an option is located at 812 W 13<sup>th</sup> Street in Anderson, Indiana. This facility was used as a church, but was built to be a community center. The facility already has 13 classrooms with 2 of the 13 classrooms built for preschool or Kindergarten students. This facility is the most expensive facility out of the other two locations.

The 3 locations that Anderson Learning Academy has proposed as a possible facility all fit with in our target population.

Memo: Section b thru d are included in section a.

**b.** Provide evidence that the proposed facility will be adequate or present a plan for securing a facility that is appropriate and adequate for the school's educational program, anticipated location, and target population.

Memo: Section b thru d are included in section a.

**c.** Provide an explanation that demonstrates the plan for acquisition of a facility is financially viable.

Memo: Section b thru d are included in section a.

**d.** Detail and attach specific aspects of the facility using Form 29d.

Attach Facility Form 29d as a PDF (Portable Document Form) named, **Attachment 29d – Facility Form** 

**e.** If a facility has not been identified, explain your plans for securing a suitable facility and preparing it for use by the time you intend to open the school, including any contingency planning.

N/A

**f.** If the charter school or its applicants or partners would own or lease its facility, provide a description of the ownership or lease arrangement of the facility. Indicate specifically any potential conflicts of interest and arrangements by which such conflicts will be managed or avoided. Facilities-related budget assumptions.

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## 30. Accountability Plan Aligned

Develop a reasonable, thorough, and conceptually sound design for measuring and reporting the performance and progress of the charter school that is aligned with the State's 10 principles from the "Indiana Department of Education Consolidated State Application Accountability Workbook for Public Law 107-110 that:

a. Includes all students and all subgroups.

The goals for Anderson Learning Academy outlined in the Accountability Plan (See Attachment 30) include is all students and all subgroups.

**b.** Expects all students and subgroups to reach proficiency in accordance with State System of Accountability (Absolute, Comparative, Growth).

Baseline performance on the ISTEP+ test will be determined in the initial year after which it is the expectation that the school will meet state accountability standards and AYP (See Attachment 30).

**c.** Uses the Federal targets for achievement and aligns method of AYP determination with the State System of Accountability.

Baseline performance on the ISTEP+ test will be determined in the initial year after which it is the expectation that the school will meet state accountability standards and AYP (See Attachment 30).

**d.** High school must include graduation rate as indicator.

This section does not apply as Anderson Learning Academy has a K-8 configuration.

**e.** Elementary and middle schools must include an additional indicator that is valid and reliable.

NWEA will be used, as a means of both establishing baseline performance needs in the initial year and monitoring progress between ISTEP+ testing sessions (See Attachment 30). For students in grades kindergarten through second this process will be conducted using DIBELS.

**f.** Rate of participation and attendance will be at least 95% (school and all subgroups).

In addition to meeting academic performance standards, in keeping with requirements for AYP, Anderson Learning Academy will have a 95% participation rate in ISTEP+ testing for all subgroups.

- g. Additional Targets:
  - Student recurrent enrollment

In addition to meeting academic performance standards, Anderson Learning Academy will have a 95% average daily attendance rate and a 90% year-to-year student retention rate.

Post-secondary and career readiness and success (for high schools)

N/A
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## 31. Accountability to Sponsor

**a.** Demonstrate financial viability by including how annual audits and timely reports will be accomplished.

ALA is committed to the financial prudence within the circular approached model. In order to achieve a true all-inclusive community based educational system, the school must be able to provide transparency to all stakeholders as well as sustainable cash flows. ALA has added a line item in the budget to directly address the financial transparency and sustainability concern. This administrative agent will report to the board of directors of ALA directly. ALA will employ a finance committee comprised of Migual Patterson, Perry Washington, and Mickey McKenzie. The board of ALA will create the budget. ALA will acquire an outside CPA to review all financial statements quarterly as well as an annual audit of the financial statements. The Director as well as the finance committee will review the budget to actual financial results. Budget reports will be two fold for a December and an April budget. The annual audited financial statements will be communicated at no later than 120 days after the budget process. Quarterly reports will be available 45 days after every quarter.

**b.** Demonstrate organizational viability by planning for regularly scheduled board meetings and adherence to board policy.

# ARTICLE IV MEETING OF MEMBERS SECTION 1

<u>Place of Meetings:</u> As provided in the Articles of Incorporation, meetings of the members of the Corporation shall be held at such a place as may be specified in a respective call, email, notices or waivers of notice thereof.

#### **SECTION 2**

Annual Meetings: The annual meeting of the members of the Corporation shall be held at the principle office of the Corporation, or such other specific place on the second Wednesday in June of each year, or at such time as may be designated in the notice or waiver of notice thereof, or at such other time or place as the Chair of the Corporation may otherwise notify the members, not less than ten (10) days, nor more than sixty (60) days prior to the date of any such scheduled meeting.

#### **SECTION 3**

Special Meetings: Special meetings of the members may be called by the Chair and by a majority of the Board of Directors, by a written notice of the date, time, and place of each special meeting of the Board of Directors shall be

communicated, delivered, mailed, text message and electronic mail(s) by the Secretary of the Corporation, or by the person(s) calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

#### **SECTION 4**

Notice of Meetings: Written notice stating the place, day, hour and purpose of any meeting of members shall be delivered, text message, electronic mail(s) or mailed by the Secretary of the Corporation or by the officer(s) or person(s) calling the meeting, to each member of record entitled to vote at such meeting, at such address as appears upon the record of the Corporation. Notice of an annual meeting shall be delivered, mailed, or emailed not less than ten (10) days, nor more than sixty (60) days before the date of any scheduled meeting. Notice of special meetings shall be delivered, mailed or emailed not more than ten (10) days before the meeting.

#### **SECTION 5**

<u>Waiver of Notice</u>: Notice of any meeting may be waived in writing and signed by any member if the waiver sets forth in reasonable detail, the time and place of the meeting and purpose thereof. Attendance at any meeting in person or by proxy if the proxy sets forth in reasonable detail, the purpose of such meeting, shall constitute a waiver of notice of such meeting.

#### **SECTION 6**

<u>Voting Rights:</u> Every member shall have the right at every meeting of members to cast one (1) vote upon any matter coming before the meeting.

#### **SECTION 7**

<u>Voting by Proxy:</u> A member entitled to vote at any meeting of the members may vote either in person or by proxy executed in writing by the member. No proxy shall be voted at any meeting of the members unless the same shall be filed with the Secretary of the meeting at the commencement thereof.

#### **SECTION 8**

<u>Voting Lists:</u> At all times, the Secretary shall keep a list of all members entitled to vote at any meeting of members, arranged by date, with the address of each member, and such list shall be kept on file at the principle location of the Chairman and Secretary and shall be subject to inspection by any member at any time during usual business hours.

#### **SECTION 9**

Quorum: At any meeting of members, a majority of the members entitled to

vote or at least five (5) members represented in person or by proxy shall constitute a quorum, and a majority vote of such quorum shall be necessary for the transaction of any business by the meeting, unless a greater number is required by law, the Articles of Incorporation, or this Code of By-Laws.

## 32. Accountability to Constituents

**a.** Describe the system for gathering data from constituents regarding their concerns and suggestions and responding effectively.

To ensure that No Child Left Behind Act requirements are met, ALA will utilize continuous assessment of student proficiency of skills and concepts, concentrated analysis of student assessment data and classroom performance, continuous teacher development, and parent involvement with collaboration programs with the community. Information from assessment data, homework, and classroom work will discern specific areas of strengths and improvements within the Indiana learning standard. Teachers and staff will be equipped with necessary materials and professional development to ensure all students are appropriately challenged and engaged with tailored instructions. Students will also be a part of seeing their performance goals, tracking their progress, and understanding their role as a part of ALA. Parents will also be encouraged to participate in this process via the Parent University.

**b.** Explain the process and criteria that will be used to monitor and evaluate the extent to which the school is achieving its mission throughout the charter term including frequency of gathering and analyzing data and reporting progress towards meeting its Accountability Plan goals.

During its initial five years of operation, the Anderson Learning Academy will strive to achieve the following goals:

- 1. The school will meet AYP targets each year eligible.
- 2. The school will have a 95% average daily attendance rate.
- 3. The school will have a 90% year-to-year student retention rate.

The school principal is directly responsible for the management of the school and for reporting progress and needs in all goal areas to the board. The principal will prepare and present a monthly report of progress in all goal areas. The school principal will be evaluated annually based in large part on the accomplishment of

school goals.

**c.** Describe the extent to which the school plans to communicate its progress towards meeting its Accountability Plan goals and how that information will be shared with and used by stakeholders, including parents, teachers, board members and school leaders.

The principal will send monthly progress reports to all stakeholders, including the teacher, parents, board members and school leaders. The principal will issue this information in the form of a newsletter that will be mailed to all stakeholders. A quarterly meeting will be held by the Director to determine the necessary needs from the school.

#### School Policies and Procedures

Each of the following components of the application will be evaluated by Pass or Fail criteria. For each of the Sections under School Policies and Procedures, resources are provided in the form of web-links to model policies or school law statutes. Since these are draft policies and procedures, each applicant organization is responsible for ensuring that the board of trustees for the proposed charter school has approved the final policies and procedures at a formal board meeting after the school is approved. In addition, the school's policies and procedures, for all approved charter schools, will become a part of the contract between the charter school and Ball State University.

## 33. Policy Regarding Organizer Governance

Please attach a statement of assurance that the organizing group is in compliance with the BSU Policy Regarding Organizer Governance.

Attach your Policy Regarding Organizer Governance – as a PDF (Portable Document Form) named, **Attachment 33 – Policy Regarding Organizer Governance** 

## 34. Proposed Governing Bylaws

Please attach a set of by-laws for the proposed school, which includes the charter school's method for appointment/election of board members and the length of the terms established for each board member position.

Attach your Proposed Governing By-laws - as a PDF (Portable Document Form) named, **Attachment 34 – Proposed Governing By-laws** 

## 35. School Admissions Policy and Criteria

Attach plans and timelines for student recruitment and enrollment, including lottery procedures.

Attach School Admission Policy – as a (Portable Document Form) named, **Attachment 35 – School Admissions Policy** 

## **36.** Discipline Policy

Attach the charter school discipline rules and procedures including: student due process and judicial review; firearms and deadly weapons; and reporting of student violations of law.

Attach Discipline Policy - as a PDF (Portable Document Form) named, **Attachment 36– Discipline Policy** 

## 37. Health and Safety Measures

Attach the description of how the school will meet health requirements and identify the persons responsible for ensuring health and safety requirements are met.

Attach your Health and Safety Measures - as a PDF (Portable Document Form) named, **Attachment 37– Health and Safety Measures** 

## 38. School's Leadership and Teacher Employment Policies

Attach a copy of the proposed school's personnel policies, including at least the following information:

Attach your School's Leadership and Teacher Employment Policies- as a PDF (Portable Document Form) named, **Attachment 38– School's Leadership and Teacher Employment Policies** 

## 39. Policy Regarding Criminal Histories

Please attach the charter school's policy regarding criminal history.

Attach your Policy Regarding Criminal Histories - as a PDF (Portable Document Form) named, **Attachment 39– Policy Regarding Criminal Histories** 

## 40. Policy Regarding Conflict of Interest

Attach the conflict of interest policy. The conflict of interest policy must be written to apply not only to board members, but to administrators and employees of the school as well.

Attach your Policy Regarding Conflict of Interest - as a PDF (Portable Document Form) named, **Attachment 40 – Policy Regarding Conflict of Interest** 

## 41. Complaint Policy

Attach the policies of the charter school's board for handling complaints from individuals or groups.

Attach your Complaint Policy - as a PDF (Portable Document Form) named, **Attachment 41 – Complaint Policy** 

## 42. Special Education

Provide a policy and procedures manual specifying the charter school's plan for compliance with state and federal regulations.

Attach your Policy Regarding Special Education- as a PDF (Portable Document Form) named, **Attachment 42 – Policy Regarding Special Education** 

#### 43. Parental Access to Education Records

Provide the charter school's policy concerning parental access to a child's education records.

Attach your Parental Access to Education Records policy- as a PDF (Portable Document Form) named, **Attachment 43– Parental Access to Education Records** 

#### 44. Dissolution Procedures

Attach the procedures that the school would follow in the event of the closure and dissolution of the charter school, including for the transfer of students and student records, execution of a closure plan, and for the disposition of school assets.

Attach your Dissolution Procedures Policy- as a PDF (Portable Document Form) named, **Attachment 44 – Dissolution Procedures Policy** 

#### 45. Patriotic Commemorative Observances

Submit your policy regarding the observance of holidays.

Attach your Policy Regarding Patriotic Commemorative Observances - as a PDF (Portable Document Form) named, **Attachment 45– Policy Patriotic Commemorative Observances** 

## 46. Personal Financial Responsibility Instruction

Submit your policy regarding personal financial responsibility instruction.

Attach your Policy Regarding Personal Financial Responsibility Instruction - as a PDF (Portable Document Form) named, **Attachment 46– Policy Personal Financial Responsibility Instruction** 

## 47. School Safety Plan

Submit your school safety plan.

Attach your Policy Regarding School Safety Plan as a PDF (Portable Document Form) named, **Attachment 47– School Safety Plan Policy** 

## 48. Dress Code Policy (if applicable)

If the charter school would implement a dress code policy, provide such policy including a description of how the cost of any uniform would be subsidized for parents unable to afford them.

Attach your Dress Code Policy as a PDF (Portable Document Form) named, **Attachment 48 – Dress Code Policy** 

## 49. Student and Parent Handbook

Submit a copy of your student and parent handbook.

Attach your Student and Parent Handbook as a PDF (Portable Document Form) named, **Attachment 49 – Student and Parent Handbook** 

## 50. Transportation Plan and Policy

Describe the transportation policy for students, including arrangements made for students whose IEP's specify transportation as a related service.

Attach your Transportation Plan and Policy as a PDF (Portable Document Form) named, **Attachment 50– Transportation Plan and Policy** 

# 51. Food Services Plan and Policy

Describe the plans for food services to be provided by the charter school. Include the Board's food services policy.

Attach your Food Services Plan and Policy as a PDF (Portable Document Form) named, **Attachment 51– Food Services Plan and Policy** 

# 52. School Promotion Policy

Explain the policy and criteria your school will use for promoting students from grade to grade.

Attach your School Promotion Policy as a PDF (Portable Document Form) named, **Attachment 52 – School Promotion Policy** 

## 53. Detailed School Start-up Plan:

Provide a Pre-Opening Plan that documents key tasks to be completed between approval of the application and opening of the school. Include a schedule for initiation, development and completion of those tasks, identify primary responsibility by individual or position, and document anticipated resource needs.

Attach your Detailed School Start-up Plan as a PDF (Portable Document Form) named, **Attachment 53 – Detailed School Start-up Plan** 



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### To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on:

Name: Crawford, Harold

Birth Date: 08-28-1957

Sex: M

Race: В

Results based solely on information provided.

### Information Released To:

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322226

Operator: accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

Subject of Record

Name Crawford, Harold Race

Sex

**Birth Date** 08-28-1957

Results based solely on information provided

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### To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on :

Name: Brown, Lindsay Birth Date: 06-15-1978

Sex: M Race: B

Race: B

Results based solely on information provided.

#### Information Released To:

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322189 Operator: accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

Subject of Record

Name Brown, Lindsay Race B Sex

Birth Date 06-15-1978

Results based solely on information provided

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### To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on:

Name:

Duncan, Maureen

Birth Date: 03-07-1981

Sex:

Race: B

Results based solely on information provided.

#### Information Released To:

F

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322203 Operator:

accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

#### Subject of Record

Name Duncan, Maureen Race

Sex

**Birth Date** 03-07-1981

Results based solely on information provided

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## To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on:

Name:

McKenzie, Mickey

Birth Date: 11-05-1967

Sex:

M В Race:

Results based solely on information provided.

#### Information Released To:

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322214 Operator: accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

### Subject of Record

Name McKenzie, Mickey Race В

Sex

**Birth Date** 11-05-1967

Results based solely on information provided

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### To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on :

Name:

Patterson, Migual

Birth Date: 09-03-1978

Sex:

M

Race: B

Results based solely on information provided.

#### Information Released To:

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322219 Operator: accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for

any other purposes.

Subject of Record

Name Patterson , Migual Race

Sex

Birth Date 09-03-1978

Results based solely on information provided

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### To Whom It May Concern:

A thorough search of our files by Name, Date of Birth, Sex, and Race ONLY does not reveal a limited criminal history record on :

Name:

Washington, Perry

Birth Date: 07-05-1947

Sex:

K: M

Race: B

Results based solely on information provided.

### Information Released To:

Name: Lindsay D Brown Address: 1210 W 10th St City/St/Zip: Anderson IN 46016

Phone: 765-649-7126

Date: 01/14/2011

Page: 1

Receipt: 11322155

Operator: accessIndiana

This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

#### Subject of Record

Name Washington, Perry Race B Sex

Birth Date 07-05-1947

Results based solely on information provided

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# 1. Feedback from Constituents:

Positive Attitude toward ALA	Negative Attitude toward ALA
Alternative to Anderson Community Schools	Competition with Anderson Community Schools
More Flexible than Anderson Community	Lack of experience in Educational filed.
Schools.	
More parental involvement.	Not having adequate recourses.
Different learning styles are encouraged.	Going against the status quo of the community.
Teachers working with parents for the child(ren)	Taking away teachers jobs.
to be successful in the classroom.	
The organizing Board are young.	Siphoning away funds from Anderson
	Community Schools.
The community is excited about Anderson	Community Leaders not happy with the
Learning Academy community	young group of Anderson Learning
involvement.	Academy.

# 6. Education Mission Goals

## **Statement of Need:**

## b. Provide evidence here is a need for this type of school.

Grade Level	ELA	Math	Both
Grade 3	66.6	63.2	56.1
Grade 4	71.9	64.3	58.4
Grade 5	66.6	75.1	61.9
Grade 6	56.6	61.9	46.3
Grade 7	56.2	57.7	46.6
Grade 8	55.8	54.6	46.0
Ethnicity	ELA	Math	Both
Asian	78.9	84.2	78.9
Black	49.5	45.5	37.2
Hispanic	42.7	45.8	29.7
Multiracial	62.8	64.1	55.1
White	68.0	69.2	59.0
SES	ELA	Math	Both
Non-Free/Reduced	76.6	78.1	69.4
Free/Reduced	55.8	55.7	44.9
Special Needs	ELA	Math	Both
General Education	68.4	67.9	58.4
<b>Special Education</b>	35.3	39.8	26.6
Language	ELA	Math	Both
Non-ELL	63.1	63.4	53.5
ELL	43.5	50.4	30.4

## Daily Schedule for Anderson Learning Academy

8:00-8:20 am	Opening Activities (Pledge of
	Allegiance, Morning work, etc)
8:20-9:20 am	Math
9:20-10:20 am	Reading
10:20-11:05 am	Specials (Music, Art, Library, PE)
11:05-11:45 am	Lunch
11:45-12:10pm	Recess
12:10-1:10pm	Science/Social Studies
1:10-2:10pm	Language Arts
2:10-2:40pm	Math Enrichment Activities
2:40-3:15pm	Writing
3:15-3:30pm	Dismissal

<sup>\*</sup>Anderson Learning Academy will have a rotational schedule for the special classes. Each class will have a different special on every day.

Anderson Learning Academy will have an average of 180 days in the school year. Each day will begin at 8:00am to 3:30pm. ALA has an hour and half for Math, two and half hours for Reading/Writing/Language Arts. Each special will be forty five minutes per day. ALA will offer 3 remedial services for students each school year which will take place during our 3 three week breaks. ALA has partnered with three community based organizations to provide these services to our students.

# Anderson Learning Academy School Year Calendar 2012-2015

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
Aug	12	13	14	<mark>15</mark>	<mark>16</mark>	<mark>17</mark>	18
2012	19	20	21	22	23	<mark>24</mark>	25
	26	<mark>27</mark>	28	29	30	<mark>31</mark>	1
	2	No School Labor Day	<mark>4</mark>	5	6	<mark>7</mark>	8
	9	<mark>10</mark>	11	12	<mark>13</mark>	<mark>14</mark>	15
Sep 2012	16	<mark>17</mark>	18	19	20	21	22
	23	24	<mark>25</mark>	26	<mark>27</mark>	28	29
	30	1	2	3	4	<mark>5</mark>	6
	7	8	9	10	11	<mark>12</mark>	13
Oct	14	15	<mark>16</mark>	17	18	19 End of 1st Grading Period! 47 days	20
2012	21	22 1st 3 Week Break!!!	23	<mark>24</mark>	25	26	27
	28	29	30	<mark>31</mark>	1	2	3

	4	<u>5</u>	6	7	8	9	10
	11	12	<mark>13</mark>	14	15	<mark>16</mark>	17
Nov 2012	18	<mark>19</mark>	<mark>20</mark>	<mark>21</mark>	22 Thanksgiving Break!!!!	23 Thanksgiving Break!!!	24
	25	<mark>26</mark>	<mark>27</mark>	28	29	<mark>30</mark>	1
	2	3	<mark>4</mark>	<mark>5</mark>	<mark>6</mark>	<mark>7</mark>	8
	9	10	<mark>11</mark>	12	13	<mark>14</mark>	15
Dec 2012	16	<mark>17</mark>	<mark>18</mark>	19	20	<mark>21</mark>	22
	23	24 Christmas Break!!!	25 Christmas Day!!!	<mark>26</mark>	<mark>27</mark>	28	29
Dec 2012	30		1 New Years Day!!!!	2	8	4	5
	6	7	8	9	10	11	12
Jan	13	14	<mark>15</mark>	<mark>16</mark>	<mark>17</mark>	18	19
2013	20	21 MLK Birthday!!!	22	23	24	25 End of 2 <sup>nd</sup> Grading Period!!! 42 days	26
	27	28 2 <sup>nd</sup> 3 week Break!!	29	30	31		2
Feb	3	4	5	6	1	8	9
2013	10	11	12	13	14	<mark>15</mark>	16

	17	18	19	20	<mark>21</mark>	22	23
	24	25	26	<mark>27</mark>	28	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
Mar 2013	17	18	<mark>19</mark>	20	21	<b>22</b>	23
	24	25	<mark>26</mark>	<mark>27</mark>	28	29	30
	31	1 3 <sup>rd</sup> 3 week Spring Break!	2	8	4	5	6
	7	8		10	11	12	13
Apr	14	15	16	<mark>17</mark>	18	<mark>19</mark>	20
Apr 2013	21	22	23	24	<mark>25</mark>	26	27
	28	29	30	1	2	3	4
May	5	6	7	8	9	10 End of 3 <sup>rd</sup> Grading Period!!! 45 days	11
May 2013	12	13	14	<mark>15</mark>	<mark>16</mark>	17	18

	19	20	<b>21</b>	22	23	24	25
	26	Memorial Day!!!!	28	29	30	31	1
	2	3	4	<u>5</u>	6	<mark>7</mark>	8
	9	10	<mark>11</mark>	12	13	14	15
Jun 2013	16	17	18	19	20	21	22
	23	24	<b>25</b>	<mark>26</mark>	<b>27</b>	<b>28</b>	29
	30	1	2	3	Independence Day Break!!!!	5	6
	7	8	9	10	11	12	13
Jul	14	15	16	<b>17</b>	18	19 End of Final Grading Period! 47 days	20
2013	21	Summer Break!!	23	24	<b>25</b>	<b>26</b>	27
	28	23	<b>30</b>	31	1	2	3
Aug	4	5	6	7	8	9	10
Aug 2013	11	12	13	14	15	16	17

	18	19 First Day Bac to School!!!!!	k <mark>20</mark>	21	22	23	24
	25	26	<mark>27</mark>	28	<b>29</b>	30	31
	1	2 Labor Day!!!!	3	4	5	6	7
	8	9	10	11	12	13	14
Sep 2013	15	16	<mark>17</mark>	18	19	20	21
	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	<mark>15</mark>	16	17	18	19
Oct 2013	20	21	22	23	24	<b>25</b> End of 1st Grading Period!!! 49 days	26
	27	28 1st 3 week break!	29	30	31	•	2
Nov	3	4	5	6	7	8	9
2013	10	11	<mark>12</mark>	13	14	<mark>15</mark>	16

	17	18	<mark>19</mark>	20	<mark>21</mark>	22	23
	24	25	<mark>26</mark>	<b>27</b>	28 Thanksgiving Break!!!	Thanksgiving Break!!!	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
Dec	15	16	<b>17</b>	<mark>18</mark>	<mark>19</mark>	20	21
2013	22	Christmas Break!!	24	<b>25</b>	<u>26</u>	<u>27</u>	28
	29	30	31	1	2	8	4
	29		<mark>31</mark>	1	2	8	4

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	5	6	<mark>7</mark>	8	9	10	11
<u>Jan</u>	12	13	14	<mark>15</mark>	<mark>16</mark>	<mark>17</mark>	18
<u>2014</u>	19	20 MLK Day!!	21	<mark>22</mark>	<b>23</b>	<b>24</b>	25
	26	27	28	29	30	<b>31</b> End of 2 <sup>nd</sup> Grading Period 42 days	1
<u>Feb</u> 2014	2	3 2 <sup>nd</sup> 3 week break!	4	5	6	7	8

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	<mark>26</mark>	27	28	1
	2	3	4	<u>5</u>	6	7	8
			·	_	_		
	9	10	<mark>11</mark>	12	<mark>13</mark>	<mark>14</mark>	15
<u>Mar</u> 2014	16	17	18	<mark>19</mark>	20	21	22
<u>==</u>	23	24	<b>25</b>	<b>26</b>	<b>27</b>	28	29
	30	31	1	2	3	4	5
	6	7	8	9 9	10	11	12
	13	14	<mark>15</mark>	<mark>16</mark>	<mark>17</mark>	<mark>18</mark>	19
<u>Apr</u> 2014	20	21 3 <sup>rd</sup> 3 week Spring Break!!	<b>22</b>	28	24	<b>25</b>	26
	27	28	29	30	1	2	3
<u>May</u> 2014	4	5	G	7	8	9	10

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	11	12	13	14	<mark>15</mark>	16 End of 3 <sup>rd</sup> Grading Period!!!! 45 days	17
	18	19	20	21	22	<b>23</b>	24
	25	26 Memorial Day!!!	<mark>27</mark>	28	<b>29</b>	30	31
	1	2	3	4	<u>5</u>	6	7
	8	9	10	11	<b>12</b>	13	14
<u>Jun</u> 2014	15	16 16	17	18	19 19	<b>20</b>	21
	22	23	24	<b>25</b>	<mark>26</mark>	<mark>27</mark>	28
	29	30	1	2	3	4 Independence Day!	5
	6	7	8	9	10	11	12
<u>Jul</u> 2014	13	14	<mark>15</mark>	16	17	18 Last Day of School!!! 43 days	19
<u>2014</u>	20	21 Summer Break!!	22	23	24	25	26
	27	28	29	30	31	i	2

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	3	•	5	6	7	8	9
	10	11	12	13	14	15	16
<u>Aug</u> 2014	17	18 First Day of School!!!!!!	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1 Labor Day!!!	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	<mark>16</mark>	17	18	<mark>19</mark>	20
<u>Sep</u> 2014	21	22	<b>23</b>	<mark>24</mark>	<b>25</b>	26	27
	28	29	30	1	2	3	4
	5	6	7	8	<u>9</u>	10	11
<u>Oct</u> 2014	12	<mark>13</mark>	<mark>14</mark>	<mark>15</mark>	<mark>16</mark>	<mark>17</mark>	18
	19	20	21	22	23	<b>24</b> End of 1st Grading Period!!!! 49 days	25

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	26	27 1st 3 week break!!	28	29	30	<mark>31</mark>	1
	2	•	4	5	6	7	8
	9	10	11	12	13	14	15
<u>Nov</u> 2014	16	17	18	<mark>19</mark>	20	21	22
	23	24	25	<mark>26</mark>	Thanksgiving Break!!!!!	28	29
	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
<u>Dec</u> 2014	14	15	16	17	18	<mark>19</mark>	20
	21	Christmas Break!!!	23	24	<b>25</b>	<mark>26</mark>	27
Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<u>Dec</u> 2014	28	29	30	31 New Years Eve!!!	! New Years Day!!!	2	3
Jan	4	5	6	7	8	9	10
<u>Jan</u> <u>2015</u>	11	12	13	14	15	<mark>16</mark>	17

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	18	MLK Birthday!!!!	20	<mark>21</mark>	<mark>22</mark>	23	24
	25	26	<b>27</b>	28	29	30 End of 2 <sup>nd</sup> Grading Period!!! 42days	31
	1	22 <sup>nd</sup> 3 week break!!	8	4	5	6	7
Feb	8	9	10	11	12	13	14
<u>Feb</u> <u>2015</u>	15	16	17	18	16	20	21
	22	23	24	25	26	<b>27</b>	28
	1	2	3	4	5	6	7
	8	9	10	<mark>11</mark>	<mark>12</mark>	13	14
<u>Mar</u> 2015	15	16	17	18	<mark>19</mark>	20	21
	22	23	24	<b>25</b>	<b>26</b>	<b>27</b>	28
	29	30	31	1	2	3	4
<u>Apr</u> 2015	5	3 <sup>rd</sup> 3 week Spring Break!!!!	7		9	10	11

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	12	13	14	<mark>15</mark>	<mark>16</mark>	17	18
	19	20	21	<mark>22</mark>	23	24	25
	26	27	28	29	30	1	2
	3	4	5	<mark>6</mark>	7	<u>8</u>	9
	10	11	<mark>12</mark>	13 13	14	15 End of 3 <sup>rd</sup> Grading Period!!!! 45 days	16
<u>May</u> 2015	17	18	19	20	21	22	23
	24	25 Memorial Day!!!!	26	<b>27</b>	28	<mark>29</mark>	30
	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
<u>Jun</u> 2015	14	15	<mark>16</mark>	17	18	19	20
	21	22	23	24	<b>25</b>	<b>26</b>	27
	28	29	30	1	2	3	4

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	5	6	<mark>7</mark>	8	9	<b>10</b>	11
<u>Jul</u> <u>2015</u>	12	13	14	<mark>15</mark>	<mark>16</mark>	17 Last Day of School!!!!! 44 days	18
<u>2015</u>	19	20 Summer Break!!	24	22	23	24	25
	26	27	28	29	30	3 <mark>1</mark>	1

10b - Assessment Timeline

Month	Assessment	<b>Grade Levels</b>	Comments
August	DIBELS	K-2	All tests being given as baseline
	NWEA	3-8	assessments
	Multiplication	32	
September	Multiplication	3	Benchmark
October	DIBELS	K-2	Benchmark as appropriate for
	Multiplication	3	DIBELS, regular benchmark grade 3
November	Multiplication	3	Benchmark
December	Multiplication	3	Benchmark
January	DIBELS	K-2	All tests being given as mid-point
	NWEA	3-8	assessments
	Multiplication	3	
February	Multiplication	3	Benchmark
March	ISTEP+	3-8	State Applied Skills Assessment
April	DIBELS	K-2	Benchmark
	ISTEP+	3-8	State Multiple Choice Assessment
May	NWEA	3-8	End of year assessment
June	DIBELS	K-2	End of year assessment

**NOTE:** This is a tentative calendar. We will need to include the 15-day remediation sessions once you determine the calendar.

# 12f. Special Education Staffing

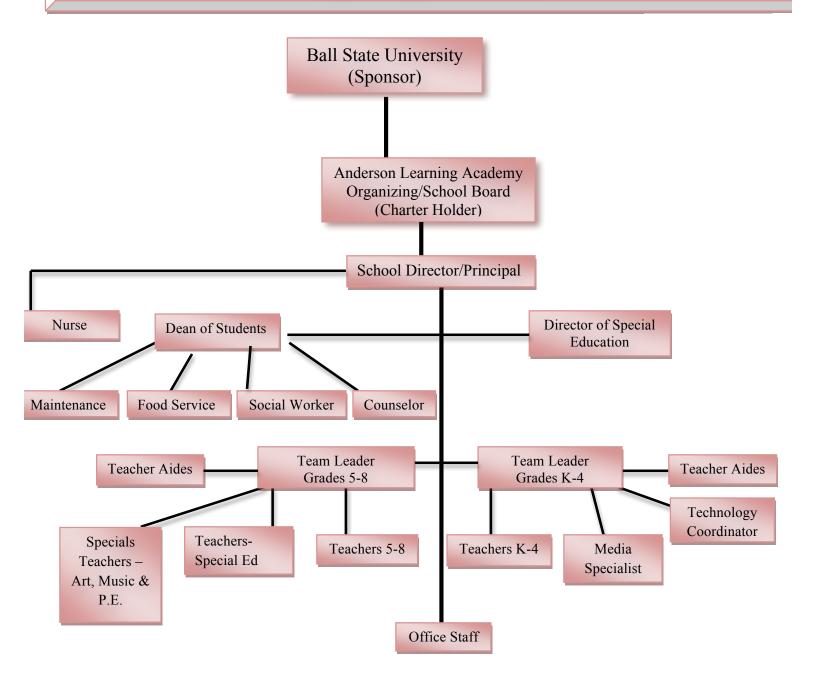
Year One	Year Two	Year Three	Year Four	Year Five
Administration	Administration	Administration	Administration	
Director of Special	Director of Special	Director of Special	Director of Special	Director of Special
Education	Education	Education	Education	Education
<b>Student Services</b>	Student Services	Student Services	Student Services	
Dean of Students	Dean of Students	Dean of Students	Dean of Students	Dean of Students
Social Worker	Social Worker	Social Worker	Social Worker	Social Worker
			Counselor	Counselor
Certified Staff	Certified Staff	Certified Staff	Certified Staff	
Special Ed Teacher	Special Ed Teacher	Special Ed Teacher	Special Ed Teacher	Special Ed Teacher
	Special Ed Teacher	Special Ed Teacher	Special Ed Teacher	Special Ed Teacher
Non-Certified Staff	Non-Certified Staff	Non-Certified Staff	Non-Certified Staff	
Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.
	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.	Classroom Assistant – Special Ed.

# 22a. First Year Staffing

Administration
Director
Team Leader
Student Services
Social Worker
Certified Staff
K Teacher
K Teacher
1 Teacher
1 Teacher
2 Teacher
2 Teacher
3 Teacher
3 Teacher
4 Teacher
4 Teacher
5 Teacher
5 Teacher
Art Teacher
Music Teacher
P.E. Teacher
Technology Teacher
Special Ed Teacher
Media Specialist
Non-Certified Staff
Classroom Assistant
Classroom Assistant
Classroom Assistant
Classroom Assistant – Special Ed.
Support Staff
Administrative Assistant
Office Clerk

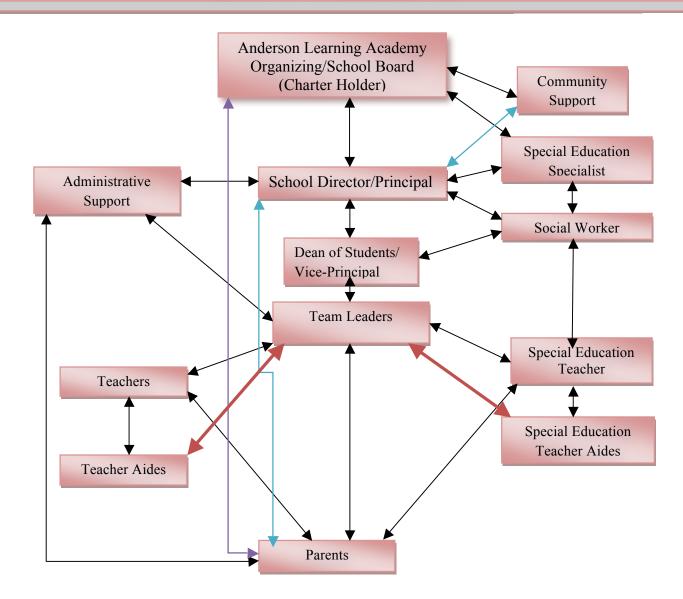
# **Anderson Learning Academy**

Proposed Organizational Chart



# **Anderson Learning Academy**

Proposed Flow of Information Chart



## **Articles of Incorporation**

### Of

## **Anderson Learning Academy**

The undersigned incorporator, desiring to form a corporation ("The Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (The "Act"), and executes the Following Articles of Incorporation (the "Articles").

### Article I

### Name and Principle Office

The name of this corporation is Anderson Learning Academy Incorporation with the principle office at 1210 West 10<sup>th</sup> Street Anderson, Indiana, 46016.

### **Article II**

### **Purpose and Powers**

**Section 1.** This Corporation is a public benefit corporation, which is organized for a public or charitable purpose.

**Section2.** The Purposes for which this Corporation is organized follows:

- A.) The purpose for which Anderson Learning Academy Incorporated is organized exclusively to provide educational services within the meaning of Section 501(C) (3) of the Internal Revenue Code and corresponding provision(s) of any future United States Revenue Law.
- B.) The corporation may engage in community outreach including, but not limited to: for children after school program such as tutoring.
- C.) The Corporation is formed for the purpose which is permitted by the Act, to be carried on by an organization exempt from federal taxation under the provisions of Section 501(C) (3) of the Code, and the regulations issued pursuant thereto, as amended.

- D.) Nothing contained in these Articles of Incorporation shall be construed to authorize the Corporation to engage in any activities; perform any functions which are not within the definitions of the purposes as set forth in Section 501(C)(3) of the code; the regulations and which are otherwise determined by Anderson Learning Academy Board.
- E.) No part of net earnings of the corporation shall benefit any member, director or officer of the Corporation; or any private individual. The Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a member, director, officer or employee, pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a member, director or officer to the Corporation. No substantial part of the activities of the Corporation shall consist of attempting to propose, support, oppose, advocate the adoption or rejection of, or otherwise influence legislation by propaganda or otherwise. The Corporation shall not participate in or intervene in (including the publication or distribution of statements) any candidate for public office.

  Notwithstanding any other provision of these articles; the Corporation shall not conduct or carry on any organization exempt from federal taxation under Section 501(C) (3) of the code and the regulations or the corresponding provisions of any subsequent federal tax laws.

## Article III

### Registered office and Registered agent

<u>Section 1.</u> The Street address of the registered office of the Corporation is: 1210 West 10<sup>th</sup> Street Anderson, Indiana, 46016.

<u>Section 2.</u> The name of the registered agent of the Corporation at the registered office is: Lindsay D. Brown.

### Article IV

#### Members

**Section 1.** The Corporation shall have no members.

### Article V

Provisions for Regulation of Business and Conduct of Affairs of the Corporation.

**Section 1.** The Affairs of the Corporation shall be managed by Anderson Learning Academy Board of the Directors.

<u>Section 2.</u> The Anderson Learning Academy Board of Directors shall have the power to make, alter, amend or repel the code of By-Laws of the Corporation.

<u>Section 3.</u> Notwithstanding any contrary provisions in these Articles, the Anderson Learning Academy Board shall not have the power or authority to take any action which shall deprive the Corporation of its status as an exempt organization under the provisions of section 501(C)(3) of the code or the corresponding provisions of any subsequent federal tax laws.

<u>Section 4.</u> The Corporation reserves the right to amend, alter, change, or repeal any provisions contained in the Articles or any amendment hereto. In such manner now or hereafter prescribed or permitted by the act(s) or any amendment thereto. Provided, nevertheless, that such power of amendment shall not authorize any amendment which would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 501(C) (3) of the code and regulations or corresponding provisions of any subsequent federal tax laws.

### **Article VI**

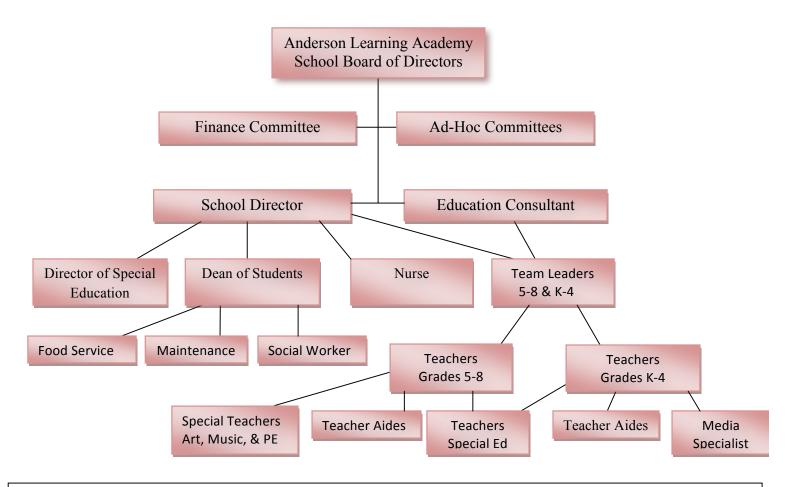
### Dissolution

**Section 1.** In the event of dissolution of the Corporation, I.C. 23-17-22-5 shall apply and assets remaining after payment of all debts of the corporation shall be transferred by the Anderson Learning Academy Board to any charitable organization(s) in Madison County, Indiana. If any such assets that Anderson Learning Academy Board cannot legally transfer shall be disposed of by the circuit court of the county in which the registered office of the Corporation is located, exclusively for such tax-exempt purpose as the court shall determined. No director or officer of the Corporation shall be entitled to share in the distribution of any assets of the corporation on dissolution of the corporation by the circuit court of the county in which the registered of the corporation resides in.

EXECUTED THIS	DAY OF	, 2010
		<u></u>
		Mr. Lindsay D. Brown., Incorporator

# **Anderson Learning Academy**

Proposed Management Organizational Chart



#### **Board of Directors**

- Personnel Recruitment/Selection
- -Salary/Compensation

#### **Finance Committee**

- Financial Projections
- -Accounts Payable
- -Auditing
- -Food Services/Free & Reduced
- -Worker's Compensation
- -Payroll
- -Construction/Facilities

### School Director

- -Staff Supervision
- -Student Teacher Placement
- -Mentoring
- -Staff Evaluation
- -School Calendar
- -Professional Development

### **Education Consultant**

- -Support and Mentor Principal
- -Regularly monitor and evaluate Principal and Team Leaders
- -Create Professional Development workshops
- -Curriculum Recommendations
- -Oversee all standardized testing
- -Interview candidates for Director
- -Advise Directors on day to day issues -Counseling Services
- -Student Improvement

#### **Dean of Students**

- -Manages building operations -Provide leadership
- -Observe students in
- classroom and provide feed- -Mentor and support back to teachers
- -Respond to parents dealing with behavioral related issues for teacher improve-
- -Monitor student attendance (truancy & enrollment)

### **Team Leaders**

to teachers

- teachers
- -Regularly teach lessons -Response to Intervention
- ment
- -Substitute for teachers -Coordination of service
- in absence

- -Responsible for all administrative functions assigned
- evaluation

**Director of Special Education** 

-Compliance of Special Ed

-Case Conference meetings

-Behavioral Mental Health

providers

-Edu-Psychological

- Title I

# 22b. Staffing Projection

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Assistant

## Pre Operational Year

Anderson Learning Academy Attachment A	DATES COVERED: July 1	l. 2011 - June 30. 2012
INCOME		
Cash In Funding Source	Budget Amount	Description: Specific Source
State Grants (Please Describe)		
Other Grants (Please Describe)	199750	Federal PCS Implementation Grant
Loans (Please Describe) *		
Donations/Gifts (Please Describe)		
Other (Please Describe)		
*provide source and terms of all loans		
TOTAL CASH IN (INCOME)	199750	
EXPENSES		
Expenditure	Budget Amount	Description: Assumptions
2.	45000	
Director	45000	
1 Team Leaders & Dean of Students	50000	
1 - Administrative Assistant	13000	
Consultant	50000	
Development Materials	7500	
Legal		Initial Set Up of Entity & Contracts
Accounting and Consulting		Initial Set Up of Budgets & Accounting
Staff Recruiting	2000	
	_	
Marketing: Including Printing and Postage		Advertising for staff and students
Rent: Office Space and Utilities		1 month rent
Supplies		Office supplies
Equipment	4000	Computer equip for planning team
Labor		3 months Planning Team
Other (Please Describe)		
TOTAL EXPENSES	199750	
REMAINING BALANCE (DEFICIT)	0	

BSU Office of Charter SChools Statement of Intent Budget Schedule B Revenue and Expense Detail First Fiscal Year

Projected Enrollment: K-5 300	Anderson Learning Academy Attachment A	Annual Budget						Dates Covered:	July 1, 2012 - Ju	ne 30, 2013				
	Description (Where requested in Column A)	Total	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June
CARRY OVER		0.00	0.00	216.964.35	12.735.63	763,381.42	498.251.17	239,470.98	90.891.12	109,503.51	106,615.90	103.203.31	101.390.71	100.628.11
CARRY OVER		0.00	0.00	216,964.35	12,/35.63	/63,381.42	498,251.17	239,470.98	90,891.12	109,503.51	106,615.90	103,203.31	101,390.71	100,628.11
I. CASH IN (INCOME):		77,550.95	6.462.58											
Donations/Gifts (Please Describe)	School fundraising Estimated @ \$35 per student	10,500.00	0,402.38		5,000.00	3,500.00	500.00	500.00	500.00	500.00				
Food Service	Est net revenue \$500 per mo	75.000.00			7.500.00	7.500.00	7,500.00	7.500.00	7.500.00	7.500.00	7.500.00	7.500.00	7.500.00	7.500.00
State Tuition Support	Basic Special Education Funding	16,788.00			7,300.00	7,300.00	7,300.00	7,300.00	2.798.00	2,798.00	2,798.00	2,798.00	2.798.00	2.798.00
Loan From Common School Loan	Terms - 20 year @ 4%, repay begins Jan 2012	1,053,942.66			1,053,942.66				2,730.00	2,730.00	2,750.00	2,750.00	2,730.00	2,730.00
Other Grants (Please Describe)	PCSP Year 1 Implementation Grant	175,000.00			17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00
Other Grants (Please Describe)	Federal Title I - Title IV	50,000.00			17,500.00	5,555.56	5,555.56	5,555.56	5,555.56	5,555.56	5,555.56	5,555.56	5,555.56	5,555.56
State Grants (Please Describe)	Textbook Reimbursement, Full Day K	35,000.00				3,333.30	3,333.30	15,000.00	20,000.00	3,333.30	3,333.30	3,333.30	3,333.30	3,333.30
State Tuition Support	Basic Grant Funding increase 1% Jan 2013	925,636.59						13,000.00	154,272.77	154,272.77	154,272.77	154,272.77	154,272.77	154,272.77
	IFF Loan for FFE	300.000.00	300.000.00						134,272.77	134,272.77	134,272.77	134,272.77	134,272.77	134,272.77
Temporary Loans Other (Please Describe)	Student Fees @ \$75 per student	22.500.00	300,000.00	7.875.00	14.625.00									
Other (Please Describe)	IFF Loan for Building Improvements	100.000.00	100.000.00	7,075.00	14,025.00									
	IFF LOAN TO Building Improvements	2,764,367.25	400,000.00	7,875.00	1,098,567.66	34,055.56	31,055.56	46,055.56	208,126.32	188,126.32	187,626.32	187,626.32	187,626.32	187,626.3
TOTAL CASH IN (INCOME):		2,/64,367.25	400,000.00	7,875.00	1,098,567.66	34,055.56	31,055.56	46,055.56	208,126.32	188,126.32	187,626.32	187,626.32	187,626.32	187,626.32
II. EXPENDITURES:														
A. Employee Salaries														
Director/Principal/Leader	Director	90,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Assistant Principal	1 Team Leaders & Dean of Students	100,000.00	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33
Other Administration	1 - Administrative Assistant	26,000.00	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67
Classroom Assistants	3 Aides & 1 Sp Ed Aides	134,750.00		6,416.67	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33	12,833.33
Clerical	Office Clerk	22,000.00	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33
Consultants (Please Describe)		0.00												
Librarians	1 - Contract Begins 8/16	29,750.00		1,416.67	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33
Overtime Expense		0.00												
Social Workers	1 - Contract Begins 8/16	34,999.97		1,666.67	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33
Substitute Teachers		22,200.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00
Teachers	K-5, Art (PT), Music (PT), PE (PT), Computer (PT) & Sp Ed	550,375.00		26,208.33	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67	52,416.67
Technicians		0.00												
Temporary Salaries	Christmas & Performance Bonuses	27,400.00						3,400.00						24,000.00
Other Human Resource Expense (Please														
Describe)	Maintenance (NA), Security (NA) & Nurse	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Employee Salaries		1,037,474.97	21,683.33	57,391.67	93,100.00	93,100.00	93,100.00	96,500.00	93,100.00	93,100.00	93,100.00	93,100.00	93,100.00	117,100.00
B. Employee Benefits														
Group Dental Insurance	Estimated @ 1%	10,374.75	216.83	573.92	931.00	931.00	931.00	965.00	931.00	931.00	931.00	931.00	931.00	1,171.00
Group Health Insurance	Estimated @ 9.5%	98,560,12	2.059.92	5.452.21	8.844.50	8.844.50	8.844.50	9.167.50	8.844.50	8.844.50	8.844.50	8.844.50	8.844.50	11,124.50
Group Life Insurance	Estimated @ 0.25%	2,593.69	54.21	143.48	232.75	232.75	232.75	241.25	232.75	232.75	232.75	232.75	232.75	292.75
Long-Term Disability Insurance	Estimated @ 0.25%	2,593,69	54.21	143.48	232.75	232.75	232.75	241.25	232.75	232.75	232.75	232.75	232.75	292.75
Public Employee Retirement	Estimated @ 5.75%	12,520.62	230.00	694.79	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58	1,159.58
Social Security & Medicare	Employers Share @ 7.65%	79,366.83	1,658.78	4,390.46	7,122.15	7,122.15	7,122.15	7,382.25	7,122.15	7,122.15	7,122.15	7,122.15	7,122.15	8,958.15
Teacher Retirement	Estimated @ 7.5%	57,759,38	1.187.50	3.259.38	5.331.25	5,331.25	5,331.25	5.331.25	5.331.25	5,331.25	5.331.25	5,331.25	5.331.25	5.331.25
Unemployment Compensation	Estimated @ 2.7%	8,316.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00	693.00
Workers Compensation	Estimated @ 4.58%	4,751.64	99.31	262.85	426.40	426.40	426.40	441.97	426.40	426.40	426.40	426.40	426.40	536.32
Other Employee Benefits	Tuition Support \$250 per teacher	4,250.00	0.00	0.00	0.00	472.22	472.22	472.22	472.22	472.22	472.22	472.22	472.22	472.22
Total Employee Benefits	· · · · · · · · · · · · · · · · · · ·	281,086.71	6,253.75	15,613.57	24,973.38	25,445.60	25,445.60	26,095.27	25,445.60	25,445.60	25,445.60	25,445.60	25,445.60	30,031.52
- State Employee Belleties		201,030.71	0,233.73	13,013.37	24,573.30	25,445.00	23,443.00	20,033.27	23,443.00	23,773.00	23,443.00	23,443.00	23,443.00	30,031.32
	1	1												

BSU Office of Charter SChools Statement of Intent Budget Schedule B Revenue and Expense Detail First Fiscal Year

C. Rental of Facilities & Utilities Electricity Gas, Oil, or Steam Heat Grass and Tree Services Internet Access	Description (Where requested in Column A)	Total	July	August	Sept.	0.1.1	Nov.	Dec.	Jan.	Feb.	March	April	Mav	
Electricity Gas, Oil, or Steam Heat Grass and Tree Services Internet Access					sept.	October	NOV.	Dec.	Jan.	reb.	IVIAICII		iviay	June
Gas, Oil, or Steam Heat Grass and Tree Services Internet Access														
Grass and Tree Services Internet Access		25,000.00	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.3
Internet Access		25,000.00	2,083.37	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.3
		2,000.00	250.00	250.00	200.00	50.00	50.00	200.00	250.00	200.00	200.00	50.00	50.00	250.0
		6,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.0
Mortgage		0.00												
Rent	Est based on 30,000 sq ft	180,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.0
Repair & Maintenance Services		5,000.00	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.6
Telephone		10,000.00	833.37	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.3
Trash Removal		6,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.0
Utilities	See Above Electric & Gas	0.00												
Water & Sewer		6,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.0
Other Facilities & Utilities Expense	Maintenance supplies	15,000.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.0
Total Rent and Utilities		280,000.00	23,416.74	23,416.66	23,366.66	23,216.66	23,216.66	23,366.66	23,416.66	23,366.66	23,366.66	23,216.66	23,216.66	23,416.
			İ	i		i	İ	İ		i	j	İ		
D. Insurance														-
Board Errors and Omissions		3,500.00					3,500.00							
General Liability Insurance		7,500.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.0
Health Insurance	See Above under Employee Benefits	0.00												
Property & Casualty Insurance	Includes lines indicated below	7,500.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.0
Property & Inland Marine	Combined in above	0.00												
Theft Insurance	Combined in above	0.00												
Treasurer Bonds		500.00					500.00							
Umbrella/excess Liability	Combined in above	0.00												
Vehicle Insurance	None	0.00												
Worker's Compensation Insurance	See Above under Employee Benefits	0.00												
Other Insurance Expense (Please	i i													
Describe)		0.00												
Total Insurance		19,000.00	1,250.00	1,250.00	1,250.00	1,250.00	5,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.0
						-		·						
E. Service Contracts														
	Monthly Accounting	25,000.00			6,250.00	2.083.36	2,083.33	2.083.33	2,083.33	2,083.33	2.083.33	2,083.33	2,083.33	2,083.3
Consulting Services	inonemy recounting	0.00			0,230.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.0
Data Processing Services	IT Services & Power School	25,000.00			6,250.00	2.083.36	2,083.33	2.083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.3
	Misc. chairs & other needs	600.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.0
Food Service Contract	Est net revenue at \$500 per month	70,000.00	30.00	50.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.0
Legal Services	25t net retende de 4550 per monar	0.00			7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	
Professional & Technical Services		0.00												
	None	0.00												
	See Above under Employee Wages	0.00												
	Professional Development	9.000.00		4.000.00	5.000.00									
Other Service Contracts	Building Maintenance	80,000.00	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.66	6,666.66	6,666.66	6,666.6
Total Service Contracts		209.600.00	6.716.67	10.716.67	31.216.67	17.883.39	17.883.33	17.883.33	17.883.33	17.883.33	17.883.32	17,883.32	17.883.32	17.883.3

BSU Office of Charter SChools Statement of Intent Budget Schedule B Revenue and Expense Detail First Fiscal Year

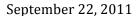
Projected Enrollment: K-5 300	Anderson Learning Academy Attachment A	Annual Budget						Dates Covered: .	July 1, 2012 - Jur	ne 30, 2013				
	Description (Where requested in Column A)	Total	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June
F. Supplies & Materials														
Advertising		1,500.00			250.00	250.00	250.00					250.00	250.00	250.00
Computer Software	Accounting and Educational	7,500.00			3,000.00	3,000.00	500.00	500.00			500.00			
Custodial Supplies		15,000.00			3,750.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
Instructional Supplies	\$100 per classroom	1,200.00			600.00	600.00								
Library Books		5,000.00			2,500.00	2,500.00								
Office Supplies & Expense		11,500.00			3,500.00	3,500.00	1,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Postage		1,500.00			600.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	500.00	50.00
Printing		2,500.00			1,550.00	50.00	50.00	50.00	50.00	50.00	500.00	50.00	50.00	100.00
Subscriptions		600.00			150.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Testing & Evaluation Supplies		3,500.00			2,000.00	50.00	50.00	50.00	50.00	1,100.00	50.00	50.00	50.00	50.00
Textbooks	\$600 per new Student	178,200.00			59,400.00	59,400.00	59,400.00							
Other Supplies & Materials	Educational Supplies	50,000.00			5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Total Supplies & Materials	- ''	278,000.00	0.00	0.00	82,300.00	75,700.00	67,600.00	7,450.00	6,950.00	8,000.00	7,900.00	7,200.00	7,650.00	7,250.0
**														
G. Capital Outlay														
	4 computers per classroom, & Dell COW lease, Network													
Computer Hardware	Infrastructure	110,000.00	12.000.00	50.000.00	25,500.00	2,500.00	2,500.00	2.500.00	2,500.00	2,500.00	2,500.00	2,500.00	2.500.00	2.500.00
Computer Software	Operational and email exchange	20.000.00	12,000.00	10.000.00	5.500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Office Furniture & Equipment	Office furniture/equip	40,000.00		10.000.00	10.000.00	10.000.00	5.000.00	5.000.00	300.00	300.00	300.00	300.00	300.00	300.00
Instructional Furniture & Equipment	\$9000 per new classroom	130,000.00		22,000.00	36,000.00	36,000.00	36,000.00	3,000.00						
Vehicles	25000 pci new classicom	0.00		22,000.00	30,000.00	30,000.00	30,000.00							
Land Purchases		0.00												
Improvements & Alterations	Leasehold Improvements with IFF Loan	100,000.00	100.000.00			-								
Other Capital Outlay	Leasenoid improvements with irr Loan	0.00	100,000.00											
Total Capital Outlay		400.000.00	112.000.00	92.000.00	77.000.00	49.000.00	44.000.00	8.000.00	3.000.00	3.000.00	3.000.00	3.000.00	3.000.00	3.000.0
Total Capital Outlay		400,000.00	112,000.00	92,000.00	77,000.00	49,000.00	44,000.00	8,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.0
H. Other Expenditures														
Audit Expense	Annual BSU required review (n/a first year)	0.00												
Dues & Fees	Indiana Charter Schools etc.	500.00			500.00									
Fundraising	Estimated at 25% of revenues	2,625.00	0.00	0.00	1.250.00	875.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00
Debt Services-	IFF Loan Repayment	67,936.44	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37	5,661.37
Travel Expense/Mileage	irr Loan Repayment	1,000.00	3,001.37	3,001.37	250.00	3,001.37	3,001.37	250.00	3,001.37	3,001.37	250.00	3,001.37	3,001.37	250.00
Debt Services-	IFF Building Improv. Loan repayment	22,645.44	1,887.12	1.887.12	1.887.12	1,887.12	1,887.12	1.887.12	1,887.12	1,887.12	1,887.12	1,887.12	1,887.12	1.887.12
Field Trips	Est @ \$50 per student	15,000.00	1,007.12	1,007.12	1,000.00	1,000.00	1,500.00	2,000.00	2,000.00	2,500.00	2,500.00	2,000.00	500.00	1,007.12
Consultant Fees	Est @ \$50 per student	50.000.00	4.166.67	4.166.67	4.166.67	4.166.67	4.166.67	4.166.67	4.166.67	4.166.67	4,166.67	4.166.67	4.166.67	4.166.67
BSU Administrative Fee	20/ of Donie Tration Comment	27,769.10	0.00	0.00	4,166.67	0.00	0.00	0.00	4,166.67	4,166.67	4,166.67	,	4,166.67	4,166.67
	3% of Basic Tuition Support	27,769.10	0.00	0.00	0.00	0.00	0.00	0.00	4,028.18	4,028.18	4,028.18	4,628.18	4,028.18	4,028.18
Other (Please Describe)			44 745 : -	44 745 : 5	44.745 : -	42 500 12	40.046.11	44.000.11	40.450.55	40.000.5	10.000.5	10.010.00	46.040.5	46 50
Total Other Expenditures		187,475.98	11,715.16	11,715.16	14,715.16	13,590.16	13,340.16	14,090.16	18,468.34	18,968.34	19,093.34	18,343.34	16,843.34	16,593.3
TOTAL EVDENIDITUDES		2 602 627 66	192.025.05	212 102 72	247 021 00	200 105 01	200 025 75	104 635 43	100 513 03	191.013.93	191.038.92	100 430 03	100 200 02	216 524 0
TOTAL EXPENDITURES		2,692,637.66	183,035.65	212,103.72	347,921.86	299,185.81	289,835.75	194,635.42	189,513.93	191,013.93	191,038.92	189,438.92	188,388.92	216,524.8

		A	Anderson Learning A	Academy Attachmer	nt A	
	Pre-operational	First Fiscal Year	Second Fiscal Year	Third Fiscal Year	Fouth Fiscal Year	Fifth Fiscal Year
Dates Covered	(From Schedule A) Aproval - 6/30/12	(From Schedule B) 07/12 - 06/13	(From Schedule C) 07/13 - 06/14	(From Schedule D) 07/14 - 06/15	(From Schedule E) 07/15 - 06/16	(From Schedule F) 07/16 - 06/17
Projected Enrollment	Aprovar - 0/30/12	300				
•	0.00					
CARRY OVER	0.00	0.00	71,729.59	146,317.79	90,419.04	197,231.49
I. CASH IN (INCOME):						
Donations/Gifts-Fundraising	0.00	10,500.00	12,250.00	14,000.00	15,750.00	15,750.00
Food Service		75,000.00	90,000.00	90,000.00	90,000.00	90,000.00
Basic Special Education		16,788.00	36,094.20	41,469.72	47,097.48	49,867.92
Loan From Common School Loan	0.00	1,053,942.66	191,625.94	0.00	0.00	0.00
PCSP Planning & Implementation Grant	199,750.00	175,000.00	175,000.00	0.00	0.00	0.00
Federal Title I - Title V		50,000.00	100,000.00	150,000.00	175,000.00	175,000.00
Textbooks & Full Day K funding	0.00	35,000.00	55,000.00	60,000.00	70,000.00	80,000.00
State Tuition Support		925,636.59	2,041,449.43	2,429,038.72	2,831,315.00	3,066,540.02
Temporary Loans		300,000.00	0.00	0.00	0.00	0.00
Other (Please Describe)-Student Fees	0.00	22,500.00	26,250.00	30,000.00	33,750.00	33,750.00
Other YR1-Temp loan-YR2 State Summer School Program		100,000.00	6,831.46	6,831.46	6,831.46	6,831.46
TOTAL CASH IN (INCOME):	199,750.00	2,764,367.25	2,734,501.03	2,821,339.89	3,269,743.93	3,517,739.39
II. EXPENDITURES:						
A. Employee Salaries						
Director/Principal/Leader	45,000.00	90,000.00	91,800.00	93,636.00	95,508.72	97,418.89
Assistant Principal	50,000.00	100,000.00	152,000.00	155,040.00	158,140.80	161,303.62
Other Administration	13,000.00	26,000.00	26,520.00	27,050.40	27,591.41	28,143.24
Classroom Assistants	,	134,750.00	117,040.00	132,965.80	138,375.12	160,392.62
Clerical		22,000.00	22,440.00	22,888.80	23,346.58	23,813.51
Consultants	50,000.00	0.00	0.00	0.00	0.00	0.00
Librarians		29,750.00	34,595.00	35,286.90	66,325.50	71,985.28
Overtime Expense		0.00	0.00	0.00	0.00	0.00
Social Workers		34,999.97	40,700.00	41,514.00	97,233.71	84,137.45
Substitute Teachers		22,200.00	22,200.00	22,200.00	22,200.00	22,200.00
Teachers		550,375.00	697,547.50	778,457.20	863,230.09	889,182.20
Technicians		0.00	0.00	0.00	0.00	0.00
Temporary Salaries	0.00	27,400.00	30,800.00	31,900.00	33,700.00	33,700.00
Other Human Resource Expense		0.00	0.00	0.00	0.00	0.00
Total School Employee Salaries	158,000.00	1,037,474.97	1,235,642.50	1,340,939.10	1,525,651.92	1,572,276.79
B. Employee Benefits						
Group Dental Insurance		10,374.75	15,445.53	20,114.09	22,884,78	23,584.15
Group Health Insurance		98,560.12	129,742.46	<u> </u>	160,193.45	165,089.06
Group Life Insurance		2,593.69	3,706.93	4,693.29	6,102.61	7,075.25
Long-Term Disability Insurance		2,593.69	3,706.93	4,693.29	6,102.61	7,075.25
Public Employee Retirement		12,520.62	11,885.25	12,904.09	16,476.44	17,047.99
Social Security & Medicare		79,366.83	94,526.65	102,581.84	116,712.37	120,279.17
Teacher Retirement		57,759.38	73,195.69	79,681.51	88,740.38	91,491.75
Unemployment Compensation		8,316.00	8,946.00	9,702.00	8,316.00	8,316.00
Workers Compensation		4,751.64	5,807.52	6,570.60	7,933.39	8,647.52
Other Employee Benefits		4,250.00	5,000.00	5,500.00	6,000.00	6,000.00
Total Employee Benefits	0.00	281,086.71	351,962.96	387,239.31	439,462.03	454,606.14
C. Doutal of Equilities & Mailein			+	+		+
C. Rental of Facilities & Utilities		25,000.00	25,500.00	26,010.00	26,530.20	27,060.80
Electricity  Gas, Oil, or Steam Heat		25,000.00	25,499.96		26,530.20	
Gas, Oil, or Steam Heat Grass and Tree Services		2,000.00	2,000.00		2,000.00	2,000.00
Internet Access		6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Additional Classroom Leases		0.00	0.00	0.00	0.00	0.00
Rent	8,750.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00
Repair & Maintenance Services	0,750.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Telephone Long Distance		10,000.00	10,099.96	10,200.96	10,302.97	10,406.00
Trash Removal		6,000.00	6,060.00	6,120.60	6,181.81	6,243.62
Utilities Utilities		0.00	0.00		0.00	
Water & Sewer		6,000.00	6,120.00			
Other Facilities & Utilities Exepnse		15,000.00			15,000.00	15,000.00

				Academy Attachmen		
	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year (From Schedule C)	Third Fiscal Year (From Schedule D)	Fouth Fiscal Year (From Schedule E)	Fifth Fiscal Year (From Schedule F)
Dates Covered	Aproval - 6/30/12	07/12 - 06/13	07/13 - 06/14	07/14 - 06/15	07/15 - 06/16	07/16 - 06/17
Projected Enrollment	0	300	350	400	450	450
Total Rent and Utilities	8,750.00	280,000.00	281,279.92	282,522.72	283,849.96	285,202.11
D. Insurance						
Board Errors and Omissions		3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
General Liability Insurance		7,500.00	8,000.00	8,500.00	9,000.00	9,500.00
Health Insurance		0.00	0.00	0.00	0.00	0.00
Property & Casualty Insurance		7,500.00	8,000.00	8,500.00	9,000.00	9,500.00
Property & Inland Marine		0.00	0.00	0.00	0.00	0.00
Theft Insurance Treasurer Bonds		500.00	500.00	500.00	500.00	500.00
Umbrella/excess Liability		0.00	0.00	0.00	0.00	0.00
Vehicle Insurance		0.00	0.00	0.00	0.00	0.00
Worker's Compensation Insurance		0.00	0.00	0.00	0.00	0.00
Other Insurance Expense		0.00	0.00	0.00	0.00	0.00
Total Insurance	0.00	19,000.00	20,000.00	21,000.00	22,000.00	23,000.00
E. Service Contracts						
Accounting & Payroll Services	5,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Consulting Services		0.00	0.00	0.00	0.00	0.00
Data Processing Services		25,000.00	24,999.96	25,000.00	25,000.00	25,000.00
Equipment Rental & Lease		600.00	600.00	900.00	600.00	600.00
Food Service Contract		70,000.00	84,000.00	84,000.00	84,000.00	84,000.00
Legal Services	5,000.00	0.00	0.00	0.00	0.00	0.00
Professional & Technical Services		0.00	0.00	0.00	0.00	0.00
Pupil Transportation Contract		0.00	0.00	0.00	0.00	0.00
Security Services		0.00	0.00	0.00	0.00	0.00
Staff Development		9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
Other Service Contracts	10,000,00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
Total Service Contracts	10,000.00	209,600.00	223,599.96	223,900.00	223,600.00	223,600.00
F. Supplies & Materials						
Advertising	8,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Computer Software	0,500.00	7,500.00	7,000.00	8,000.00	8,000.00	8,000.00
Custodial Supplies		15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Instructional Supplies		1,200.00	1,400.00	1,600.00	1,800.00	1,800.00
Library Books		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Office Supplies & Expense	1,000.00	11,500.00	14,000.00	16,500.00	19,000.00	21,500.00
Postage		1,500.00	1,600.00	1,500.00	1,500.00	1,500.00
Printing		2,500.00	3,000.00	2,500.00	2,500.00	2,500.00
Subscriptions		600.00	600.00	600.00	600.00	600.00
Testing & Evaluation Supplies		3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
Textbooks		178,200.00	47,025.00	51,250.00	55,000.00	33,750.00
Other Supplies & Materials	7,500.00	50,000.00	75,000.00	100,000.00	125,000.00	125,000.00
Total Supplies & Materials	17,000.00	278,000.00	174,625.00	206,950.00	238,400.00	219,650.00
G. Capital Outlay		110 000 00	35,000,00	35 000 00	25 000 00	60,000,00
Computer Hardware		110,000.00	35,000.00	35,000.00	35,000.00	60,000.00
Computer Software Office Furniture & Equipment	4,000.00	20,000.00	7,000.00	7,000.00	7,000.00	7,000.00 1,000.00
Office Furniture & Equipment Instructional Furniture & Equipment	4,000.00	130,000.00	1,000.00	1,000.00	1,000.00 19,000.00	16,000.00
Vehicles		0.00	0.00	0.00	0.00	0.00
Land Purchases		0.00	0.00	0.00	0.00	0.00
Improvements & Alterations		100,000.00	0.00	0.00	0.00	0.00
Building Equipment		0.00	0.00	0.00	0.00	0.00
Total Capital Outlay	4,000.00	400,000.00	62,000.00	62,000.00	62,000.00	84,000.00
H. Other Expenditures						
Audit Expense		0.00	6,500.00	6,000.00	6,000.00	6,000.00
Dues & Fees	2,000.00	500.00	500.00	500.00	500.00	500.00
Fundraising		2,625.00	3,062.50	3,500.00	3,937.50	3,937.50

		Anderson Learning Academy Attachment A							
	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year (From Schedule C)	Third Fiscal Year (From Schedule D)	Fouth Fiscal Year (From Schedule E)	Fifth Fiscal Year (From Schedule F)			
Dates Covered	Aproval - 6/30/12	07/12 - 06/13	07/13 - 06/14	07/14 - 06/15	07/15 - 06/16	07/16 - 06/17			
Projected Enrollment	0	300	350	400	450	450			
Debt Services-IFF & CS Loan		67,936.44	148,351.08	176,170.91	176,445.18	173,933.16			
Travel Expense/Mileage		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00			
Debt Services-Building Rennovations		22,645.44	22,645.44	22,645.44	22,645.44	22,645.44			
Field Trips		15,000.00	17,500.00	20,000.00	22,500.00	22,500.00			
		50,000.00	50,000.00	50,000.00	50,000.00	50,000.00			
BSU Administrative Fee		27,769.10	61,243.48	72,871.16	84,939.45	91,996.20			
Regional Manager Fees	0.00	0.00	0.00	0.00	0.00	0.00			
Total Other Expenditures	2,000.00	187,475.98	310,802.50	352,687.52	367,967.57	372,512.30			
TOTAL EXPENDITURES	199,750.00	2,692,637.66	2,659,912.83	2,877,238.64	3,162,931.48	3,234,847.34			
REMAINING BALANCE (DEFICIT)	0.00	71,729.59	146,317.79	90,419.04	197,231.49	480,123.55			

Fixed 4% 10.96% 7.33% 6.78% 6% 6%



Mr. Lindsay Brown Anderson Learning Academy 1210 W. 10<sup>th</sup> Street Anderson, IN 46016

Re: Charter School Property & Casualty Insurance

Dear Mr. Brown:

It has been a pleasure working with you on you charter school venture. We trust we can be of future service to your risk management needs.

Gregory & Appel Insurance serves many education entities including Higher Education, both public and private K-12 and specifically Charter Schools. Naturally we are familiar with the coverage guidelines and limits of insurance requirements that are required serving Charter Schools. Gregory & Appel has placed coverage for several Charter Schools in the State. We see no reason why we can not provide the same service for Anderson Learning Academy.

Gregory & Appel Insurance can provide a complete package program including General Liability, Property (once the building is required to have your insurance), Educators Legal Liability, workers compensation and umbrella coverage to the limits required. As we discussed, since the school is not yet operational, we cannot provide firm quotations on the risk. However, we would anticipate premiums for the above listed coverage lines and for the exposures would be in the \$18,000 to \$22,000 premium range. This range is what we see for the Charter school clients we serve and while we trust it is accurate firm pricing can only be achieved with submitting complete underwriting information.

There are primarily two "A" rated insurance companies in the State that are providing coverage for Charter schools and they are Indiana Insurance and Hanover Insurance. Gregory & Appel has access to both companies and we are more than willing to submit your risk to both companies upon receiving your permission and appropriate underwriting information. Underwriting information includes specifics of the operation, applications, anticipated budget and résumés of school leaders.

If I can be of further service in the meantime or answer additional questions, please do not hesitate to give me a call.

Best regards,

Andy J. Brown Vice President

**Gregory & Appel Insurance** 

/ L/ Su\_\_\_

# Form 29d - Facilities Plan

#### **Facilities**

- A. School district in which the school will locate: Anderson Community School district.
- B. Geographic preference within the district: Central Anderson
- C. Address (if a site has been secured): Anderson Learning Academy has three different locations to choose from. The buildings are located at 812 W 13<sup>th</sup> St, 630 Nichol Ave, 3525 Winding Way all in Anderson, Indiana. This facility plan is based off of 630 Nichol Ave.
- D. Does the school plan a stand-alone facility or will the school co-locate with another organization? Anderson Learning Academy plans to have a stand-alone facility located in Anderson, Indiana.

Space (Use blanks for additional needs)	Yea	r One	Year	r Two	Year	Three
	Number	Average	Number	Average	Number	Average
		Size		Size		Size
Classrooms	15	900sq. ft.	17	900sq. ft.	19	900sq. ft.
Offices	7	150sq. ft.	7	150sq. ft.	8	150sq. ft.
Meeting/Counseling	2	150 sq. ft.	2	150 sq. ft.	2	150 sq. ft.
*Gym/Physical Fitness	1	4,000 sq. ft.	1	4,000 sq. ft.	1	4,000 sq. ft.
Kitchen	1	·	1	·	1	
*Dining	1		1		1	
*Performance/Auditorium	Gym	4,000 sq. ft.	Gym	4,000 sq. ft.	Gym	4,000 sq. ft.
Library	1	2,000 sq. ft.	1	2,000 sq. ft.	1	2,000 sq. ft.
Media	Library	2,000 sq. ft.	Library	2,000 sq. ft.	Library	2,000 sq. ft.
Hallways	9	•	9	'	9	•
Locker Space	N/A		N/A		N/A	
Restrooms	7	200 sq. ft.	7	200 sq. ft.	7	200 sq. ft.

The spaces below are often shared in one way or another. Please note if the school plans to use such shared space; i.e. cafeteria and auditorium as a single space.

	Year One	Year Two	Year Three
Total Estimate Square Foot Requirements	31,000	32,800	34,600
Percent of budget dedicated to Facility Rental, Mortgage, and Construction/Renovation	12.5%	9.4%	9.77%

# Form 29d - Facilities Plan

Number of Dollars per child dedicated to Facility Rental,			
Mortgage, and Construction/Renovation	\$650.00	\$650.00	\$650.00
Anticipated Annual Utility Budget	\$100,000.00	\$101,279.92	\$102K

**Note:** If the facility will be leased from a religious organization, you must read and comply with the Ball State University, Office of Charter School's **POLICY REGARDING AN ORGANIZER LEASING SPACE FROM A RELIGIOUS ORGANIZATION.** 

# 30. School Accountability

# **Accountability Plan**

During its initial five years of operation, the Anderson Learning Academy will strive to achieve the following goals:

- 1. The school will meet AYP targets each year eligible.
- 2. The school will have a 95% average daily attendance rate.
- 3. The school will have a 90% year-to-year student retention rate.

The school principal is directly responsible for the management of the school and for reporting progress and needs in all goal areas to the board. The principal will prepare and present a monthly report of progress in all goal areas. The school principal will be evaluated annually based in large part on the accomplishment of school goals.

#### Year 1

In the initial year of operation all students will be administered the NWEA test in the fall to establish performance levels and needs. Based on identified needs students will receive appropriate intervention. Interventions include (See Section 10 for additional instructional interventions):

- Individualized tutoring and enrichment
- Small group instruction and enrichment
- After school tutoring and enrichment
- Interim session tutoring and enrichment

In addition to individual student growth needs there will be school wide focus outcomes in the following areas (See Section 10 for specific criteria and dates)

- 3<sup>rd</sup> 6<sup>th</sup> Grade students will achieve mastery of 0-11 multiplication facts; monitored via monthly assessments
- All 3<sup>rd</sup> grade students will pass the reading portion of the ISTEP+
- Critical thinking instruction will be provided using the Four-Column instructional method.
- All students who have not experienced growth since fall 2011 NWEA assessment will be placed on a parent inclusive intervention plan.
- All students will achieve their NWEA targets in Reading & Math.
- All students scoring in the top quartile in Fall NWEA testing will grow by at least one year.
- All students in grades kindergarten through second will be diagnosed using DIBELS (See Section 10).

Progress on all focus outcomes will be monitored by school administration and improvements facilitated by the team leaders monthly or quarterly as indicated below (See Section 10 for specific requirements).

The ISTEP+ Test will be administered in accordance with state requirements. Team Leaders will work with classroom teachers to align ISTEP+ results with NWEA and diagnose student needs. Based on

analysis, student plans and school focus outcomes will be adjusted accordingly. All assessments are monitored as soon as the director, teachers and all other instructional staff receive the results and will be used to differentiate instruction within the classroom to make certain that students receive instruction designed to meet their individual needs and insure that progress will occur. Students with disabilities are included in this process and only differ in that their progress is relative to their Individual Education Plan.

Professional Development will provide support and coaching for teachers in data analysis used to design instruction. Team Leaders will differentiate teacher development based on both teacher developmental level and student/class needs. Performance goals for evaluation purposes will focus on identified growth needs.

#### Year 2 – Year 5

In the second and subsequent years of operation the expectation for NWEA growth is an increase of between 3% -5% as indicated by student performance. With regard to ISTEP+, there will be a minimum of a 5% gain on the base line ISTEP, administered the first year of operation. The goal for subsequent years would be a 3% -6% increase on the ISTEP ensuring Anderson Learning Academy will meet AYP targets each year. Focus outcomes will continue, with the multiplication requirement changing to grade three only.

The progress toward goal accomplishment will be monitored throughout the year via regular reporting by the school principal. Should any goal not be met, specific corrective actions will be implemented as appropriate for students and teachers who did not meet expected levels of performance. Student interventions previously indicated (also see Section 10) will be implemented and monitored. The teacher evaluation process will be implemented to ensure that the teacher meets standards or is relieved of teaching position if unable to do so.

# B. Assurance and Signature(s)

As the Organizer(s) of this charter school, I (we) submit the attached Proposal to Charter.

We have reviewed the Indiana Charter Law (IC 20-24) in detail and have based the responses in this Preliminary Proposal on the current Requirements for a Preliminary Proposal published by Ball State University and the requirements of the Indiana Charter Law. This Preliminary Proposal meets each of the requirements of the Indiana Charter Law and each of the current Requirements for a Preliminary Proposal as published by the University.

We understand that if this document is determined to be incomplete at any time, it may be returned to the Organizing Group without further consideration.

We understand that when submitted to Ball State University, this document will be deemed to be a "public document" subject to disclosure pursuant to the provisions of the laws of Indiana.

We agree that in the event approval is granted by the University for this school to be awarded a charter, its Organizer, board of directors and staff will fully comply with all requirements of that charter, the Indiana Charter Law, the Indiana Department of Education, the Indiana State Board of Accounts, and Ball State University.

We agree that if this school plans to contract with an Educational Management Company, the school and the Educational Management Company will adhere to the requirements of the Ball State University Office of Charter Schools: Policy on Contracting with an Educational Management Company (Attorney Opinion Letter).

We have reviewed each of the Office of Charter Schools Policies listed below and agree to meet all of the requirements included in each policy:

Charter Schools Policy Regarding Organizer Governance and Model Bylaws (Appendix A)

Policy Regarding Criminal Histories (Appendix B)

Policy Regarding Conflict of Interest (Appendix C)

City and State of Organizer

Policy for School Assessment and Intervention (Appendix D)

Policy on Contracting with Educational Management Organizations (EMO)\* (Appendix E)

Policy on Leasing From a Religious Organization\* (Section N)

\* If the proposed school does not contract with an Educational Management Organization (EMO) the Organizing Group and Board of Directors are not responsible for meeting the requirements of the EMO Policy. If the proposed school does not lease a facility from a religious organization, the Organizing Group and Board of Directors are not responsible for meeting the terms of the Policy on Leasing from a Religious Organization.

Anderson Learning Academy	September 22, 2011
Name of Proposed Charter School	Date of Signature
1860/10	Anderson Learning Academy
Signature of Organizer	Name of Organizer
1210 W 10 <sup>th</sup> Street	
Address of Organizer	
Anderson, Indiana	

## **CODE OF BY-LAWS**

## **OF**

# ANDERSON LEARNING ACADEMY

# **ARTICLE I**

## **SECTION 1**

Name: The name of this organization shall be the Anderson Learning Academy Inc.

## **SECTION 2**

<u>Initial Registered Office:</u> The Corporation's initial office is 1210 West 10<sup>th</sup> Street, Anderson, Indiana. 46016.

## **ARTICLE II**

The purpose of Anderson Learning Academy Inc. is to promote education in a strong and positive manor. To accomplish this purpose, this organization is in the process of planning to receive a Charter from Ball State University to open a Charter School in Madison County, Indiana. This will help our community develop a strong sense of the value of education.

This organization will also work on opportunities to advance the educational process in Madison County by providing training, tutoring sessions and fighting adult literacy issues in our target area.

Governed by a well diverse Board of Directors, this organization is a charitable and educational agency, which will utilize social work standards and tools, to help promote education. In doing so, this organization employs leadership methods to influence community planning, institute constructive activity, and develop co-operative relationships among other institutions, groups and individuals that should have a common concern for the educational welfare of the community. The specific tools to achieve these goals include but are not limited to research, fact-finding, interpretation and informing the public. This will be done by demonstration of effective program methods and projection of future problems and goals.

# **ATRICLE III**

#### **MEMBERSHIP**

Any person subscribing to the goals of Anderson Learning Academy Inc.; and is in good standings with the community as a whole may become a member by a voting process. The process consists of having a majority approval for acceptance by the Board of Directors.

## **ARTICLE IV**

#### **MEETING OF MEMBERS**

## **SECTION 1**

<u>Place of Meetings:</u> As provided in the Articles of Incorporation, meetings of the members of the Corporation shall be held at such a place as may be specified in a respective call, email, notices or waivers of notice thereof.

#### **SECTION 2**

Annual Meetings: The annual meeting of the members of the Corporation shall be held at the principle office of the Corporation, or such other specific place on the second Wednesday in June of each year, or at such time as may be designated in the notice or waiver of notice thereof, or at such other time or place as the Chair of the Corporation may otherwise notify the members, not less than ten (10) days, nor more than sixty (60) days prior to the date of any such scheduled meeting.

## **SECTION 3**

Special Meetings: Special meetings of the members may be called by the Chair and by a majority of the Board of Directors, by a written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, mailed, text message and electronic mail(s) by the Secretary of the Corporation, or by the person(s) calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

## **SECTION 4**

Notice of Meetings: Written notice stating the place, day, hour and purpose of any meeting of members shall be delivered, text message, electronic mail(s) or mailed by the Secretary of the Corporation or by the officer(s) or person(s) calling the meeting, to each member of record entitled to vote at such meeting, at such address as appears upon the record of

the Corporation. Notice of an annual meeting shall be delivered, mailed, or emailed not less than ten (10) days, nor more than sixty (60) days before the date of any scheduled meeting. Notice of special meetings shall be delivered, mailed or emailed not more than ten (10) days before the meeting.

## **SECTION 5**

<u>Waiver of Notice</u>: Notice of any meeting may be waived in writing and signed by any member if the waiver sets forth in reasonable detail, the time and place of the meeting and purpose thereof. Attendance at any meeting in person or by proxy if the proxy sets forth in reasonable detail, the purpose of such meeting, shall constitute a waiver of notice of such meeting.

#### **SECTION 6**

<u>Voting Rights:</u> Every member shall have the right at every meeting of members to cast one (1) vote upon any matter coming before the meeting.

## **SECTION 7**

<u>Voting by Proxy:</u> A member entitled to vote at any meeting of the members may vote either in person or by proxy executed in writing by the member. No proxy shall be voted at any meeting of the members unless the same shall be filed with the Secretary of the meeting at the commencement thereof.

# **SECTION 8**

<u>Voting Lists:</u> At all times, the Secretary shall keep a list of all members entitled to vote at any meeting of members, arranged by date, with the address of each member, and such list shall be kept on file at the principle location of the Chairman and Secretary and shall be subject to inspection by any member at any time during usual business hours.

#### **SECTION 9**

Quorum: At any meeting of members, a majority of the members entitled to vote or at least five (5) members represented in person or by proxy shall constitute a quorum, and a majority vote of such quorum shall be necessary for the transaction of any business by the meeting, unless a greater number is required by law, the Articles of Incorporation, or this Code of By-Laws.

# **ARTICLE VI**

#### **BOARD OF DIRECTORS**

## **SECTION 1**

<u>Directors:</u> The affairs of the Corporation shall be managed, controlled, conducted by and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation (the "Articles") and these ByLaws. The Board of Directors shall have the number of members, not less than five (5) nor more than eleven (11) as designated by resolution of the Board of Directors from time to time. *At all times, all members of the Board of Directors shall be residents of the State of Indiana, and at least one-half of the members of the Board of Directors shall be residents of the Indiana counties where current students at the charter school reside.* The Board has legal and fiscal responsibility for Anderson Learning Academy, as well as be in compliance with applicable Federal, State and Local regulations. The Board of Directors shall be made up of a diverse group of individuals.

## **SECTION 2**

Number and Terms of Officers on the Board: The Board shall be made up of four elected officials. These elected officials are; Chairperson, Vice Chairperson, Secretary, and Treasurer. Each elected official will have a term of four (4) consecutive years, with the option of extending. At the regular meeting of the Board of Directors immediately preceding the expiration of the term of any director or at a special meeting, the Board of Directors may elect a new director to replace a director whose term will expire or has expired and each such new director shall serve for a term of four (4) years, or such other period as prescribed by the directors at the time of such election, and until his/her successor is elected and qualified. Following the expiration of a director's term, at least twelve (12) months must elapse before he/she again may be elected to the Board of Directors, there must be a vote with a majority approval. In order to ensure continuity among the directors of the Corporation, the terms of the members of the Board of Directors may be staggered as deemed necessary.

#### **SECTION 3**

Executive Committee: The Board of Directors may, by resolution, adopted by a majority of the whole Board, designate not less than three (3) or more than five (5) members of the Corporation to constitute the Executive Committee which shall have and exercise all the authority of the Board of Directors in the management of the Corporation. Provided, however, the designation of such committee and the delegation there to of authority shall not operate to relieve or overrule the Board of Directors. The Board of Directors and any member there of are subject to any and all responsibilities impose upon them by the Indiana General Not-For-Profit Corporation Act.

#### **SECTION 4**

Other Committee(s): The Board of Directors may establish other committee(s), in addition to the executive committee, to accomplish the goals and execute the program(s) of the Corporation. Such committee(s) shall have such responsibilities and powers as the Board of Directors shall specify. Member(s) of such committee(s) may, but need not, be member(s) of the Board of Directors. The Board of Directors with or without cause may remove a committee member appointed by the Board of Directors.

# **SECTION 5**

Removal of Board Members: Any special meeting of the members called for such purpose, any member of the Board of Directors may be removed from such office by an affirmative vote of a two thirds (2/3) majority of the members entitled to vote at an election of Board members. Any member who is absent for three (3) consecutive meetings without proper notification and sufficient reason may be removed by the Board, if it deems necessary, without calling a special meeting of the members. A director may be removed for cause by a majority of the directors then in office. Cause shall include, but shall not be limited to:

- 1. Violations of applicable law, including (but not limited to):
  - a. Violation(s) of the Indiana Charter School Law; and
  - b. Actions that would jeopardize the tax-exempt status of the Corporation or would subject it to intermediate sanctions under the Internal Revenue Code of 1986, as amended or corresponding provisions of any subsequent federal tax laws (the" Code").
- 2. Breach of fiduciary duty, including (but not limited to) a violation of the applicable standard of care under the Articles, these Bylaws or applicable law.
- 3. Breach of any governing document relating to the Corporation, including (but not limited to) the Articles, if these Bylaws and the Charter agreement.

## **SECTION 6**

<u>Resignation and Vacancies:</u> Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chair or Secretary of the Corporation. Such resignation shall take effect at the time specified therein or no time is specified, at the time of its

receipt by the Board of Directors, the Chair or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

## **SECTION 7**

<u>Compensation:</u> Board members shall not receive any compensation. However, by resolution of the Board of Directors, the Directors may be reimbursed their expenses, if any, for services performed on behalf of the Corporation.

## **SECTION 8**

<u>Frequency of Director Meetings:</u> The Board of Directors shall conduct at least ten (10) monthly meetings annually. The Board of Directors shall elect officers of the Corporation and consider any other business brought before the Board at the Annual Meeting.

## **SECTION 9**

Other Meetings: Other meetings of the board of Directors may be held regularly pursuant to a resolution of the Board of Directors to such effect, or may be held upon the call of the Chairman or any two (2) members of the Board and upon forty-eight (48) hours notice specifying the time, place and general purpose of the meeting, given to each Board Member either personally or by mail, text messaging, electronic mail, telegram or telephone. No notice shall be necessary for any regular meeting, but as a matter of practice, the Secretary is requested to send notice for the convenience of the Board of Directors. Notice of any other meeting may be waived in writing or by email. Attendance at any such meeting shall be constitute waiver of notice of the meeting.

## **SECTION 10**

Quorum: Majority (50 percent+1) of the membership of the Board of Directors shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies, and the act of the majority of Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or this Code of By-Laws.

## **SECTION 11**

<u>Duties of the Board of Directors in addition to those imposed by law:</u> The Board of Directors shall have the following duties and responsibilities, which shall be in addition to those imposed or required by law, and /or the Indiana Not-For-Profit Corporation Act of 1971:

A. To assume responsibility for adequately financing for the work of Anderson Learning Academy.

- B. To adopt a budget for the Corporation and approve program funding applications and amendments, if any, prior to submission to the funding source.
- C. To evaluate the Corporation's program and performance in accordance with the criteria established by the Federal and State Government(s).
- D. Ensure that program standards and performance measurements are achieved.
- E. To approve and ensure compliance with any Shared Governance agreement with any Anderson Learning Academy sponsored program.
- F. Participate in training programs that may include understanding financial statements, use of Roberts Rule of Order, and information on Anderson Learning Academy sponsored program regulations and performance standards.
- G. Be fiscally and legally accountable for overseeing all Anderson Learning Academy programs, including general responsibility for guiding and directing planning, general procedures, and human resources management and monitoring.
- H. Insure that the agency develops an internal control structure to safeguard program funds, comply with laws and regulations that have an impact on financial statements, detect or prevent noncompliance, and receive and review audit reports and monitor implementation of corrective actions.
- I. Fund raising and public relations
- J. Reviewing and revising By-Laws.

#### **SECTION 12**

<u>Compliance with Indiana Open Door Law</u>: Not withstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code ("IC") section 5-14-1.5-1, et seq.), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board of Directors.

# **Section 13**

Educational Management Organizations: Should the Board of Directors elect to engage an educational management organization ("EMO") to manage the operations of Anderson Learning Academy for which the Corporation is responsible (the "School"), no member of Anderson Learning Academy's Board of Directors may have any pecuniary interest in such educational management organization(s)

## **Section 14**

The Board of Directors must approve all correspondents.

## ARTICLE VII

## **OFFICERS**

#### **SECTION 1**

Officers and Qualifications: The officers of the Corporation shall consist of a Chair, Vice Chair, Secretary, and Treasurer. All officers shall be chosen from among the directors. No person may hold more than one (1) office at any given time.

# **SECTION 2**

Term of Office: Each officer of the Corporation shall be elected annually by the Board of Directors at the Annual Meeting each elected official will have a term of four (4) consecutive years, with the option of extending. During the annual meeting the election process should consist of a nomination by the board at large. Then there must be a vote with a majority approval.

## **SECTION 3**

<u>Vacancies:</u> Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by the Board of Directors at a special or Regular meeting there of, and any officer so elected, shall hold office until the next Annual Meeting of the Board of Directors, and until a successor shall be duly elected and qualified.

#### **SECTION 4**

<u>Removal:</u> The Board of Directors may remove any officer of the Corporation whenever a majority of such Board shall vote in favor of such removal.

# **ARTICLE VIII**

#### POWERS AND DUTIES OF OFFICERS

#### **SECTION 1**

<u>Chair:</u> The Chair, as the principle officer of the Corporation shall supervise and control all of the business and affairs of the corporation, including all the sponsored programs. The Chairperson shall be the spokesperson of the Corporation. The Chairperson may sign, with the Secretary or any other proper officer of the Corporation there unto authorized by the Board of Directors, certificates for, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be expedited, except in such cases where the signing and

execution there of shall be expressly delegated by the Board of Directors or by these By-Laws to some other agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the Chair and such other duties as may be prescribed by the Board of Directors from time to time.

#### **SECTION 2**

<u>Vice-Chair:</u> The Vice- Chair is empowered by the Board of Directors to execute the powers and all duties of the Chair in their absent. The Vice-Chair shall have other powers and duties as the Board of Directors may from time to time prescribe.

## **SECTION 3**

Secretary: The Secretary shall attend all meetings of members and the Board of Directors, and shall keep, or cause to be kept, in a book provided for that purpose, a true and complete record of the proceedings of such meetings and shall perform a like duty, when required, for all standing committees appointed by the Board of Directors. The Secretary shall attend to the giving and serving of all notices of the Corporation required by this Code of Bylaws, maintain custody of the books of the Corporation, (except books of account), maintain the seal of the Corporation, assure that the seal is affixed to all documents where required, perform all duties pertaining to the office of Secretary, and such other duties as this Code of Bylaws or the Board of Directors may prescribe.

#### **SECTION 4**

Treasurer: The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. Treasure shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables, which may from time to time come into the possession of the Corporation. The Treasure shall be responsible for the execution and reporting of the annual audit. The treasure shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. Treasure shall furnish at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in as from time to time may be assigned to him or her by the Chair or by the Board of Directors or by this Code of By-Laws. The Treasure may be deemed additional responsibilities deemed by the Chair.

# **ARTICLE IX**

## **MISCELLANEOUS**

#### **SECTION 1**

<u>Corporate Seal:</u> The Seal of the Corporation shall be circular in form with the name of the Corporation around the top of its periphery, and the word "Indiana" around the bottom of its periphery, the word "Seal" through the center.

## **SECTION 2**

<u>Execution of Contracts and Other Documents:</u> Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the Chair. If the corporate seal is required to be affixed there to, it shall be affixed and attested by the Secretary.

## **SECTION 3**

<u>Fiscal Year:</u> The fiscal year of the Corporation shall begin on the first (1<sup>st</sup>) day of June of each year and shall end on the last day of May of the following year. The fiscal year of sponsored programs may vary from this date.

# ARTICLE X

#### CONTRACTS, LOANS, CHECKS AND DEPOSITS

## **SECTION 1**

<u>Contracts:</u> The Board of Directors may authorize any officer(s), agents or employees to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have the power to bind the Corporation or to render it liable for any purpose or amount.

#### **SECTION 2**

<u>Loans</u>: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such Authority may be general or confined to specific instances.

#### **SECTION 3**

<u>Checks, Drafts, Etc.</u>: All Checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

## **SECTION 4**

<u>Deposits:</u> All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation is such banks, trust companies or other depositaries as the Board of Directors may select.

#### **SECTION 5**

<u>Audits:</u> The Corporation is required to have an independent CPA firm audit all of the corporation's financial records on an annual basis.

## **SECTION 6**

<u>Gifts:</u> The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

## **ARTICLE XI**

## **SECTION 1**

# **Conflict of Interest Policy**

A conflict of interest is defined as an actual or perceived interest by a Board member(s), officer(s) and employee(s) in an action that results in, or has the appearance of resulting in, personal organizational or personal gain. Officer(s), board member(s) and employee(s) are obligated to always act in the best interest of the organization. This obligation requires that any officer(s) or Board member(s), in the performance of organization duties, seek only the furtherance of the organization mission. At all times, officer(s) and Board member(s) are prohibited from using their job title or the organization's name property, for private profit or benefit.

A. The officer(s) and Board member(s) of the organization should neither solicit nor accept gratuities, favors or anything of monetary value from contractors or vendors. This is not intended to preclude bona-fide organization fund raising activities.

- B. No officer(s) or Board member(s) of the organization shall participate in the selection, award, administration of a purchase or contract with a vendor where, to his/her knowledge, any of the following has a financial interest in that purchase or contract:
  - 1. The officer(s) or Board member(s);
  - 2. Any Board member(s) of their immediate family;
  - 3. Their partner(s);
  - 4. An organization in which any of the above is an officer, director or employee;
  - 5. A person or organization with whom any of the above individuals is negotiating or has an arrangement concerning prospective employment.

<u>Disclosure:</u> Any Possible conflict of interest shall be disclosed by the person(s) concerned.

<u>Board Action:</u> When a conflict of interest is relevant to the matter requiring action by the Board of Directors, the interested person(s) shall call it to the attention of the Board of Directors and the said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final decision or related deliberation regarding the matter under consideration. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board of Directors, excluding the person(s) concerning whose situation the doubt has arisen. If Board member(s) in conflict of interest, He/She would abstain on the issue(s) and/or have an executive session.

Record of conflict: The official minutes of the Board of Directors shall reflect that the conflict of interest was disclosed and the interested person(s) did not participate in the final discussion or vote and did not vote on the matter.

<u>Deception of conflict:</u> When a conflict of interest is not revealed by the person(s) or member(s) of the board to the Board of Directors; if there is sufficient evidence; The Board of Directions may take disciplinary action, upon the severity of the conflict of interest, in lieu of Article VI Section five (5) Code of the By-Laws.

Refrain from activities: Refrain from activities that represent a conflict of interest. A conflict of interest will be considered to exist if the staff member of Anderson Learning Academy:

- 1. Accepts full or part-time employment at any organization or business which does business with Anderson Learning Academy, Inc., and as a result makes a profit therefrom;
- 2. Gives business to a firm or business in which he/she has financial or personal interest and gains personally thereby;

- 3. Accepts gifts or gratuities from a supplier of services, materials or equipment.
- 4. Advises or recommends activities or programs which involve expenditures of agency funds from which he or she expects to gain personally.
- 5. Performs any other action which may be determined to represent a conflict of interest.

Director(s), officer(s) and employee(s) of the Corporation shall conduct their duties with respect to potential and actual grantee(s), contractor(s), supplier(s), agencies and other person(s) transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interest of the Corporation. Officer(s) and employee(s) of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity which the officer(s), employee(s) and director(s) or his/her relative owns a significant financial interest or by which such officer(s), employee(s), director(s) or relative is employed, except where such dealings have been disclosed to and specifically and authorized by, The Board of Directors of the Corporation.

The Board of Directors may require the Corporation's director(s), officer(s) or employee(s) to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in there Bylaws. The disclosure statement shall be in such form as many be prescribed by the Board and may include information regarding a person's participation as a director, trustee, officer or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

#### **SECTION 2**

Effect of Conflict Provisions: The failure of the Corporation, its Board of Directors, any or all its director(s), officer(s) or employee(s) to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void or make voidable contract, relationship, action, transaction, debt, commitment or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

#### **ARTICLE XII**

## Indemnification

#### **Section 1**

Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a chairman, officer, employee or agent of Anderson Learning Academy shall be indemnified by Corporation against all liability and reasonable expense that may be incurred by him/her in connection with or resulting from any claim, action, suit, or proceeding:

- 1. If such person is wholly successful with respect thereto.
- 2. If not wholly successful, then if such person is determined (as provided in Article XII Section Three (3)) to have acted in good faith, in what he/she reasonably believed to be the best interest of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he/she reasonably believed to be not opposed to the best interest of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his/her conduct was lawful (or reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of non contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article XII.

#### **Section 2**

<u>Definitions:</u> As used in this Article VI, the phrase "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim; civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his/her heirs or personal representatives) may become involved, as a party or otherwise:

1. By reason of his/her being or has been a director, officer, employee, or agent of the Corporation or of any corporation where he/she served as such at the request of the Corporation.

- 2. By reason of his/her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he/she served as such at the request of the Corporation.
- 3. By reasons of any action taken or not taken by him/her in any such capacity, whether or not he/she continues in such capacity at the time such liability or expense shall have incurred.

As used in this article XII, the terms "liability" and "expense" shall include, but not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of a person.

As used in this article XII, the term "wholly successful" shall mean:

- 1. Termination of any action, suit, or proceeding against the person in question without any finding of liability or quilt against him/her.
- 2. Approval by a court, with knowledge of the indemnity provided in this Article XII, of a settlement of any action, suit, or proceeding.
- 3. The expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment of promise made to induce a settlement.

## **Section 3**

<u>Entitlement to Indemnification:</u> Every person claiming indemnification under this Article XII (other than one who has been wholly successful with respect to any claim, action, suit or proceeding) shall be entitled to indemnification if:

1. Special independent counsel, which maybe regular counsel of the Corporation or any other disinterested person(s), in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person(s) being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Article XII Section one (1) part two (2) the Board of Directors, acting upon such written finding(s), so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee, make available facts, opinions or other evidence in any way relevant to

the referee's findings that are within the possession or control of the Corporation.

## **Section 4**

<u>Relationship to Other Rights:</u> The right of indemnification provided in this Article XII shall be in addition to any rights to which any person may otherwise be entitled.

## **Section 5**

<u>Extent of Indemnification:</u> Irrespective of the provisions of this Article XII, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

#### **Section 6**

Advancement of Expenses: Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he/she is entitled to indemnification.

#### **Section 7**

<u>Purchase of Insurance:</u> The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article XII and insurance protecting the Corporation's directors, officers, employees, agents or other persons.

# **ARTICLE XIII**

# **WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any Director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall deemed equivalent to the giving of such notice.

· · · · · · · · · · · · · · · · · · ·	e Board of Directors by majority vote adopted the
foregoing By-Laws This	_ the day of
Chairman, Board of Directors.	
ATTEST:	
1111201.	
Secretary, Board of Directors.	

# **ARTICLE XIV**

# **AMENDMENTS**

# **SECTION 1**

Amendments of By-laws. Subject to law and the Articles of Incorporation, the power to make ,alter, amend, or repeal all or any part of this Code of By-Laws is vested in the Board of Directors. The affirmative vote of majority of all members of the Board shall be necessary to effect any changes in this Code of By-Laws. In the event a By-Law change is proposed, written notice shall be sent at least two (2) weeks before such meeting called to amend the By-Laws to each Board of Director.

	of Directors by majority vote, adopted the
foregoing By-Laws this	day of
Chairman, Board of Directors.	
A TEXTS CITE	
ATTEST:	
Sagnatary Paged of Directors	
Secretary, Board of Directors.	

# 35. School Admissions Policy and Criteria

# **Student Recruitment Timeline**

## January 2012

• Public relations with community and local media

### February 2012

- Continue public relations and community meetings
- Prepare advertising materials

#### March 2012

- Continue public relations and community meetings
- Begin recruitment and advertising
- Enrollment applications available

## April 2012

- Enrollment applications available
- Hold lottery, if necessary
- Begin waiting list, if necessary

#### May 2012

• Maintain waiting list or continue enrollment and advertising, as necessary

#### June 2012

• Maintain waiting list or continue enrollment and advertising, as necessary

#### July 2012

• Maintain waiting list or continue enrollment and advertising, as necessary

# August 2012

- New student and parent orientation meetings held
- School opens
- Maintain waiting list or continue enrollment and advertising, as necessary

# 36. Discipline Policy

A positive, safe and orderly learning environment is essential for learning. Each member of the school community has a responsibility in the development and maintenance of a learning environment. To that end, it is the expectation at the Anderson Learning Academy that students conduct themselves in a socially responsible manner and parents and school personnel work together to ensure a positive, safe and orderly learning environment. Anderson Learning Academy will have a Positive Behavior Support Committee to facilitate and monitor the desired learning environment. The Discipline Policy is a component of the overall behavior support program and is used to maintain a safe and orderly school environment that promotes the mission and philosophy of the Anderson Learning Academy.

This discipline code applies to the actions of students during school hours, before and after school, while on school property, at all school sponsored events and when the actions affect the mission of the Anderson Learning Academy. Students may also be subject to discipline for serious acts of misconduct, which occur either off-campus or during non-school hours, when the misconduct disrupts the orderly educational process at the Anderson Learning Academy.

Each discipline case will carry its own merit and will be adjudicated according to the facts accompanying the case. The Anderson Learning Academy's staff shall consider all mitigating circumstances prior to disciplinary action. Mitigating circumstances shall include, but are not limited to, the following:

- Age, health, maturity and academic placement of a student
- Prior conduct
- Attitude of a student
- Cooperation of parents
- Willingness to make restitution
- Seriousness of offense
- Willingness to enroll in a student assistance program

In some cases the school's administrative personnel may deem public service a necessary component of the disciplinary action. Public service may include, but is not limited to: repairing or cleaning property damaged as a result of the offense(s); participating in landscaping, gardening and/or other projects aimed at beautifying school property or the community; and/or providing services that improve the quality of life for community members.

Each category of offense listed below has a minimum and maximum disciplinary action associated with it. After considering the actual disciplinary violation and factors such as those listed above, Anderson Learning Academy staff shall determine the disciplinary action within the minimum/maximum range to which the student shall be subjected.

#### **CATEGORY I**

These acts of misconduct include, but are not limited to, the following:

• Running and/or making excessive noise in the hall, school building or premises

- Violating the dress code
- Persistent tardiness to school or class

Students who commit any of these acts are subject to an after school detention, as a result of a 1<sup>st</sup> offense and may, as a result of repeated violations and depending on the circumstances, be subject to an in-school suspension. As a supplement and/or alternative to suspension, school staff may require students to complete between 1 and 8 hours of public service as commensurate with the seriousness of offense(s).

#### **CATEGORY II**

These acts of misconduct include, but are not limited to, the following student behaviors that disrupt the educational process:

- Excessive truancy (absence without just cause)
- Use of profane, vulgar or obscene words, gestures or other actions which disrupt the school environment or are disrespectful
- Insubordination (refusal to follow orders, directions or stated school rules)
- Participation in acts designed to disrupt classroom or school activities
- Repeated failure to follow school rules and procedures
- Acts that obstruct or interrupt the instructional process in the classroom
- Repeated refusal to participate in classroom activities or complete academic assignments
- Visible carrying of cell phones, pagers or other electronic devices
- Leaving the classroom without permission
- Cheating
- Plagiarism
- Initiating or participating in any unacceptable minor physical actions against another student
- Disrespect of school staff members
- HORSEPLAY
- Smoking on school property

Students who commit any of these acts are subject to an after-school detention, and/or an inschool suspension as a result of a 1<sup>st</sup> offense and may, as a result of repeated violations and depending on the circumstances, be subject to the maximum penalty of a 5 day out-of-school suspension and teacher-parent conference. The degree of the suspension whether in-school or external, as well as length of suspension, shall be determined by school administration. As a supplement and/or alternative to suspension, school staff may require students to complete between 3 and 12 hours of public service as commensurate with the seriousness of offense(s).

#### **CATEGORY III**

These acts of misconduct include those student behaviors that very seriously disrupt the orderly educational process in the classroom, in the school, and/or on the school grounds. These acts of misconduct include, but are not limited to, to following:

- Repeated Category I and Category II offenses
- Persistent refusal to follow stated school rules and procedures
- Bullying, including verbal harassment
- Any act that endangers the safety of the other students, teachers or any school employee
- Fighting or threatening any student or staff member
- Assault on a student or any school employee (assault is interpreted as an attempt to do bodily harm to a student or to any staff member)
- Destruction of property/graffiti
- Theft
- Trespassing
- Creating a false fire alarm
- Arson
- Involvement in gang activity
- Sex violations/sexual harassment
- Use, possession, sale or delivery of alcohol, illegal drugs, narcotics, controlled substances, contraband or look alike contraband/drugs
- Possession of weapons

Students who commit any of these acts are subject to a maximum 10-day, out-of-school suspension and teacher-parent conference and may, depending on the circumstances, be subject to the maximum penalty of expulsion. As a supplement and/or alternative to suspension or expulsion, school staff may require students to complete between 6 and 30 hours of public service as commensurate with the seriousness of offense(s).

## SUSPENSION AND EXPULSION

When a student's misconduct results in the need to suspend or expel a student, the following procedures shall be followed:

**A.** Suspension Not Exceeding 10 School Days: Students suspended for 10 days or less shall be afforded due process in the following manner:

The student shall be given oral or written notice of the charges against him/her, an explanation of the basis for the accusation, and a chance to present his/her version of the incident.

B. Suspension In Excess of 10 Days and Expulsion: Students suspended for more than 10 school days and/or expelled as a result of gross disobedience or misconduct shall be afforded due process in the following manner:

The Anderson Learning Academy will request that the student's parents or guardian appear before the Board, an appointed hearing officer, or a Board representative. Such requests will be made by registered or certified mail and state the time, place and purpose of the meeting. In addition to advanced written notice of the hearing, the student shall be afforded sufficient time to prepare for the hearing, the right to be represented by counsel, the right to present evidence and witnesses and school personnel. The expulsion hearing need not take the form of a judicial or quasi-judicial hearing. In no event shall a hearing be considered public. Further, at the discretion of the Board, the hearing may be closed to those individuals deemed advisable, except the student, the student's parents or guardians, the student's attorney, at least 1 school official, and Board's attorney at all times. Witnesses shall be admitted to a closed hearing to the extent necessary to testify. The Anderson Learning Academy Board will make the final decision on expulsion.

#### PROCEDURAL DISCIPLINE GUIDE FOR STUDENTS WITH DISABILITIES

The school principal may suspend students with disabilities for disciplinary reasons and cease educational services for up to 10 consecutive or 10 cumulative school days in 1 school year without providing special education procedural safeguards. When school staff anticipates a recommendation to an alternative school, a referral for expulsion, or anticipates that suspensions may exceed 10 cumulative school days, the following regulations apply.

1. Anderson Learning Academy staff must provide written notice to the parent or guardian that a disciplinary action is being considered and the date of an Individualized Education Program (IEP) meeting, which must be held within 10 days of the date of misconduct.

#### 2. The IEP team must:

- A. Determine whether the misconduct is related to the student's disability by reviewing evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP and placement. The behavior is not a manifestation of a student's disability if:
  - 1) The student was given appropriate special education supplementary aids and intervention strategies, and
  - 2) The disability does not impair the ability to control behavior.
- B. Review and revise, if necessary, the behavior intervention plan or, as necessary develop a functional behavior assessment and intervention plan to address the misconduct.
- C. Include in the IEP those services and modifications that will enable the student to continue to participate in the general curriculum and address the behavior so that it will not recur.
- D. Determine the appropriateness of an interim educational setting.

If the student's behavior is not a manifestation of the disability, school staff may apply the school discipline code, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, the student's placement may be changed to an appropriate interim educational setting for 45 days if the student carried a weapon to school or to a school function, knowingly possessed or used illegal drugs, sold or solicited the sale of a controlled substance while at school or at a school function, or is substantially likely to cause injury to himself/herself or others.

Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative education setting.

## **Health And Safety**

#### Immunization and other health requirements for students enrolled.

In accordance with Indiana law, all students admitted to Anderson Learning Academy will meet the immunization and other health requirements listed in IC 20-34-4-2 Section 2, and the school will maintain an immunization record of each student. Anderson Learning Academy will file the required written reports with the state department of health and local health department.

#### Proper handling of medical records.

All student medical records will be maintained, released, and destroyed in accoordance with:

- 1. The provisions of the Family Educational Rights and Privacy Act and the Indiana Public Records Act.
- 2. Records retention schedules and regulations of the county commission of public records under IC 5-15-6.

#### First aid and emergencies.

Anderson Learning Academy will establish written policies regarding first aid and emergency medical care in cases of illness or injuries. Anderson Learning Academy will implement safety and evacuation plan which will include, but not limited to, emergency preparedness instruction for staff and students. First-aid procedures and evacuation routes will be posted throughout the facility.

#### Medications and medical treatments for students.

Anderson Learning Academy nurse and other designated school personnel will administer medications and treatment in accordance with IC-20-33-8-13 and other Indiana state regulations.

#### Hearing and vision screening of students.

In accordance with Indiana state law, Anderson Learning Academy will conduct:

- 1. An annual vision test, using the modified clinical technique, of each student upon the student's enrollment in either kindergarten or grade 1.
- 2. An annual screening test of the visual acuity of each student enrolled in transferred to grade 3 and grade 8 and all other students suspected of having a visual defect. In accordance with Indiana state law, the school will annually

conduct an audiometer test or a similar test to determine the hearing efficiency of the following students:

- a. Students in grade 1, grade 4 and grade 7.
- b. Any student who has transferred into Anderson Learning Academy.
- c. Any student who is suspected of having hearing defects.

All other health screening will follow Indiana regulations.

#### Other health requirements.

Anderson Learning Academy will, in accordance with IC 20-19-5, meet all requirements regarding children's social, emotional, and behavioral health.

Anderson Learning Academy has formed a partnership with Madison County Health Center. The partnership has established a commitment that Madison County Health Center will provide comprehensive medical, psychological, dental and oral, and vision services to our student base population.

# Anderson Learning Academy Inc.



Students are the Key to Our Future!

Employee Handbook 2011-2012

## **About this Handbook**

The following pages contain information regarding many of the policies and procedures of Anderson Learning Academy (hereby referred to as ALA). This is not an employment contract and is not intended to create contractual obligations of any kind. The purpose of this handbook is to familiarize employees with the philosophy, policies, procedures, and benefits of Anderson Learning Academy (ALA). New employees should carefully review this booklet in its entirety upon receipt.

ALA values the many talents and abilities of its employees and seeks to foster an open, cooperative, and dynamic environment where employees and the company alike can thrive. If you would like further information or have questions about any of the policies and procedures outlined in this handbook, please bring them to the attention of the School Director or your immediate supervisor.

The policies and procedures outlined in this handbook will be applied at the discretion of ALA, and ALA reserves the right to deviate from the policies and procedures of this handbook, or to withdraw or change them at any time. We will notify you when an official change in policy or procedure has been made.

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# **ALA MISSION STATEMENT**

The Anderson Learning Academy exists to serve the academic, physical, social and emotional needs of our students. The School is committed to creating and maintaining an orderly, trusting, and caring learning environment. Students are developed in responsibility and are excited to learn. All aspects of the schools organization and curricular activities are student centered to accommodate individual learning styles so that all may experience success.

# **ALA VISION STATEMENT**

The Vision of the Anderson Learning Academy is where students and staff, along with parents and guardians unite as a community of lifelong learners. The staff will strive to think critically and creatively in promoting a sense of teamwork and cooperation. Our students will be empowered to reach their highest potential, develop skills, and gain knowledge that will be needed for them to compete in a global competitive world, as well as becoming responsible citizens in the community.



# **DIRECTORY**

#### **Central Office**

1210 W 10<sup>th</sup> Street ◆ Anderson, IN 46016 Phone: (765) 649-7126 ◆ Fax: (765) 644-6809 Andersonlearningacademy@gmail.com



## EMPLOYMENT PRACTICES

## At Will Employment

ALA does not offer tenured or guaranteed employment. Except as ALA has otherwise expressly agreed in writing, employment is at will and may be terminated by ALA at any time, subject to the individual employment agreement. There is no reasonable expectancy of employment without having received a Letter of Appointment.

## **Equal Employment Opportunity**

ALA is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other characteristic protected by law.

ALA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. An employee with a disability for which reasonable accommodation is needed should contact there the Director of the school or the immediate supervisor to discuss possible accommodations.

Employees with questions or concerns about any type of discrimination in the work place are encouraged to bring these issues to the attention of the school Director. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

## Sexual and Other Unlawful Harassment

Anderson Learning Academy is committed to providing a work and learning environment in which all individuals are treated with respect and dignity. Each employee and student has the right to work and learn in an environment that is free of discrimination, including sexual harassment. No person should be required to endure sexual harassment by supervisors, peers, (which includes student-on-student sexual harassment), faculty members, educational support staff, independent contractors or vendors. No one should work or learn in a hostile environment as a condition of employment or pursuit of academic excellence. Furthermore, this policy applies to all phases of employment, and academic status, including, but not limited to recruitment, testing, hiring, upgrading, promotions or demotions, transfers, layoffs, terminations, suspensions, expulsions, rates of pay, benefits and selection for training.

Anderson Learning Academy recognizes that the elimination of sexual harassment in the workplace and attendance centers will create a better work and learning environment



for employees and improve working and academic relationships for all employees and students. It is the policy of ALA to prohibit sexual harassment in the workplace, in all attendance centers, and in connection with all extra-curricular, athletic, and other programs sponsored by the school whether occurring at the school or at another location. Sexual harassment is a violation of the law and will not be tolerated. Employees and students who engage in sexual harassment will be subject to discipline, up to and including discharge or expulsion.

#### **Prohibited Conduct**

As used in this policy, sexual harassment means any unwelcome sexual advance or request for sexual favors or conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, participation in an education program or activity or receipt of ALA services; or when submission to or rejection of such conduct by an individual is used as the basis of any employment, educational or service decision affecting the individual; or when such conduct has the purpose or effect of substantially interfering with the work performance of an employee, a student's ability to participate in or benefit from an education program or activity or creating an intimidating, hostile or offensive work or learning environment. Furthermore, gender-based harassment, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex, but not involving conduct of a sexual nature, may constitute a form of sex discrimination.

There is a broad range of conduct by supervisors, co-workers, faculty, educational support staff, students and third parties, which can, in certain circumstances, be considered sexual harassment. This includes, but is not limited to, sexually suggestive or offensive remarks, sexually suggestive pictures, sexually suggestive gesturing, verbal harassment or abuse of a sexual nature, subtle or direct propositions for sexual favors, and touching, patting, or pinching. Sexual harassment may be directed against a particular person or persons, or a group. Sexual harassment also can result from words or conduct by employees or students toward members of the public.

Voluntary social relationships between ALA employees are not prohibited by this policy. However, the existence of a romantic relationship between administrators or supervisors, and vendors or subordinates, has the inherent danger of coercion, or at least has the appearance of impropriety. Therefore, any administrator or supervisor who has such a relationship with another ALA employee over whom he or she has any supervisory authority or with a vendor or contractor over whom he or she has authority to approve or suggest approval of a contract, shall report this fact to his or her supervisor. The supervisor or administrator who receives such information shall discreetly seek confirmation from the subordinate, vendor or contractor, that the relationship is both welcomed and consensual.

Voluntary social relationships between students, that are consistent with the Discipline Code, are not prohibited by this policy.

Any supervisor or administrator who is aware of or should be aware of sexually harassing conduct by another employee or a student, whether or not anyone complains about such harassment, but fails to report that conduct as required in this policy, may be subject to discipline.

Any employee or student who believes that he or she has been subjected to or has knowledge of a sexual harassing or offensive work or learning environment or other sexual harassment, shall report the incident in writing to their immediate supervisor or the schools Director. The schools Director will investigate the charge and inform ALA's Board of Directors of the charge within 24 hours. If the person against whom the claim is made is the supervisor or Director, the employee shall inform the Chairman or Vice Chairman directly. The person who is charging the Supervisor or Director of the harassment may submit their written charge directly to the Board of Directors in a timely and confidential manner.

Retaliation against any person for having made a good faith complaint or report of sexual harassment, or participating or aiding in an investigation of sexual harassment, is strictly prohibited. Any person who believes that he or she has been subjected to retaliation should bring the retaliatory conduct to the attention of his/her supervisor. If the supervisor is the source of the alleged harassment, the charge shall be reported directly to the ALA Chairman or Vice Chairman. Retaliation will be considered a serious act of misconduct subject to appropriate discipline up to and including discharge or expulsion.

Any employee or student whose allegations are found to be both false and brought with malicious intent will be subject to disciplinary action.

## **Immigration Law Compliance**

ALA does not hire anyone that is not a citizen of the United States, or is not authorized to work in the U.S under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States.

## **Criminal Investigations**

All employees must pass a background check as prescribed by law.

#### **Personnel Files**

ALA keeps personnel files on each of its employees. These files are confidential in nature, and are managed by ALA. They will not be copied or be removed from the premises unless there is a legitimate business or legal reason to do so.

All employees may view his or her personnel file by contacting the Board Secretary during normal business hours. No employee may alter or remove any document in his or her personnel file. (See Appendix for list of documents)

#### Standards of Conduct

All employees of ALA are expected to maintain standards of professional, personal and business ethics consistent with the responsibility we have of educating and providing an example for the youth of our community.

## **Employee Protection (Whistleblower) Policy**

If any ALA employee reasonably believes that some policy, practice, or activity of ALA is in violation of law, that employee must file a written complaint with the Vice Chairman of ALA or with the Board of Directors of ALA.

It is the intent of ALA to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. Employees are expected to bring any alleged unlawful activity, policy, or practice to the attention of the above referenced management and provide them with a reasonable opportunity to investigate and correct the alleged unlawful activity.

ALA will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of ALA, or of another individual or entity with whom ALA has a business relationship, on the basis of a reasonable belief that the practice is in violation of a law, or a clear mandate of public policy.

ALA will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy or practice of ALA that the employee reasonably believes is in violation of a law, or of accounting irregularities, or is in violation of a clear mandate of public policy concerning health, safety, welfare, or protection of the environment.

## GENERAL POLICIES AND PROCEDURES

## **Attendance & Punctuality**

Punctuality and regular attendance are important to the smooth operation of ALA school. If you are consistently late or excessively absent, student progress will be affected and an unfair burden is placed on your co-workers. Therefore, unless your absence is permitted or excused under ALA's, sick or other policies, you are responsible for being at work and arriving on time. If you are going to be absent or late, it is your responsibility to call your Director or supervisor as soon as possible. If you are absent for more than two days, you must notify your supervisor each day.

An employee who is absent for reasons other than those permitted or excused by ALA's holiday, vacation, or leave policies, or who repeatedly fails to provide notice as required, will be subject to appropriate disciplinary action, up to and including discharge.

#### **Confidential Information**

ALA requires that employees not disclose student, employee, and other information held to be confidential by ALA or by State or Federal law.

## **Drugs and Alcohol**

ALA will not tolerate the use, possession, or abuse of alcohol, drugs, or other substances on school campuses. Employees using, possessing, or abusing alcohol, drugs, or other substances on school property, at a school sponsored event, while at work, or who report to work under the influence of alcohol, drugs, or other substances will be subject to disciplinary action, up to and including discharge.

## **Expense Reimbursement**

Reimbursements for approved purchases and/or travel will be paid at least once a month. Employees should complete a Check Request form, have it signed by their Director, and forward it to the ALA corporate office. Original receipts must be attached to the request form in order for the reimbursement to be approved. Not all requests for reimbursement are approved.



#### **Unauthorized Purchases**

Any employee that purchases or otherwise commits to an expenditure of funds on behalf of ALA without proper written authorization shall be personally liable for such purchase or expense. This includes, but is not limited to the purchase of textbooks, supplies, services, field trips, travel and attendance at conferences. Any such unauthorized expenditure shall be deducted from the employee's salary.

## **Field Trips**

It is the duty of the teacher and any chaperone to supervise students during a school sponsored field trip. No student should be unattended, out of sight, or left alone. Any teacher or chaperone that does not adequately supervise students may face disciplinary action.

Chaperones - The ratio of chaperones to students is:

- ◆ Primary (K-2nd): 1 parent/guardian for every 6 students
- ◆ Upper (3rd-High School): 1 parent/guardian for every 10 students

## **Personal Property**

ALA does not assume responsibility for any personal property located on its premises. Employees are to use their own discretion when choosing to bring personal property into the school, and do so at their own risk. Additionally, employees may not bring or display in the school any property that may be viewed as inappropriate or offensive to others. No microwave ovens, refrigerators, toasters or other electrical appliances are allowed in classrooms.

## **Personal Safety**

The safety of each employee's health and security is very important to ALA. ALA will make reasonable efforts to address an employee's safety concerns. Employees should remember to use caution and good judgment in all activities, and should notify their supervisor or the school Director if they believe there is a safety issues that should be addressed.

## Postage, Shipping and Office Supplies

Postage, shipping, and office supplies paid for by the company are for business purposes and are not to be used for an employee's personal purposes.



## **Reporting Changes**

Employees are responsible for promptly notifying ALA of any change in name, address, telephone number, marital status, citizenship, tax withholding allowances, emergency contact information, insurance beneficiary, or dependent insurance coverage. Accurate and correct information is vital for benefits and insurance records and other Company files.

## **Smoking**

Smoking is not permitted on the school campuses of ALA.

## **Telephone Use**

Telephones are provided to enable teachers and other employees to carry out their work assignments in an efficient manner. Personal telephone calls should be kept to a minimum and personal toll calls should not be made at ALA's expense. PERSONAL CELL PHONES SHOULD BE TURNED OFF DURING CLASS TIME.

## **Use of Company Property**

No company equipment, including computers, photocopiers or printers may be used for personal business. Individual teachers assigned business supplies and equipment are responsible for their proper use, loss or damage.

## **Violence & Weapons**

ALA takes threats of violence extremely seriously. ALA has zero tolerance for any act or threat of violence by or against any employee or student is strictly prohibited. This policy applies to all ALA employees, whether on or off school property.

Any use or possession of weapons, whether illegal or not, is prohibited on school property, or while on ALA business. This includes knives, guns, martial arts weapons, or any other object that is used as a weapon. Any employee possessing a weapon will be disciplined, up to and including termination.

## **Voice Mail and Electronic Mail**

All electronic and telephone communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of ALA and as such are intended for teaching or other job-related purposes. Personal use should be kept to a minimum. Electronic or telephone communication systems may not be used to transmit messages that may be considered inappropriate under ALA's



policies, including those prohibiting harassment. Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the campus Director. ALA reserves the right to monitor any electronic, telephone, or other communications made using ALA systems or property.

## **Workplace Attire**

A neat and professional appearance is expected of all employees of Anderson Learning Academy. The following requirements constitute the establishment of an appropriate dress code by faculty and staff.

Physical Education instructor(s) may wear gym shoes or jogging clothes, but the wearing of these items is not considered appropriate for other teachers.

- ♦ Women teachers and other female staff members should wear dress pants, skirts no shorter than two inches above the knee, have their shoulders covered, and wear business or dress shoes. Excessive make-up or jewelry should not be worn.
- ◆ No denim, spandex/plastic fabrics are allowed.
- ♦ Male teachers and aides are expected to wear a dress shirt and tie to work.
- ♦ Male teachers may not wear earrings.
- No exposed body piercing.
- ♦ Hats are not allowed in the school building during the day.
- ◆ Tattoos, if present, should be discretely covered.
- No unnatural hair colors are allowed.

Regarding appropriate attire, "when in doubt, choose to wear something else." The school Director shall determine appropriateness of dress beyond the above descriptions.

Any changes for a particular school must be approved in advance by the management of ALA.

## **Payroll**

## **Payroll**

Both exempt (salaried) and nonexempt (hourly) employees will have federal and state taxes withheld from their wages. Employees of Anderson Learning Academy are paid on the 15th and 30th of each month. Salaried employees are paid to date. Hourly staff salaries will reflect a two-week period prior to the pay date (15th or 30th).

## **Pay Periods**

Employees are paid on the 15th and the 30th of each month via direct deposit. When the 15th or 30th of the month falls on a holiday or weekend, employees will be paid the day before the holiday or weekend.

#### **Hours of Work**

Classes for students attending ALA will begin at 8:00a.m. and end at 3:30p.m. There may be an early dismissal one day each week to provide for professional development activities. Kindergarten classes and students with special needs may be dismissed earlier than the regular dismissal time at the direction of the schools Director. Faculty hours are 7:30a.m. to 4:00p.m. Other staff will have varying work times, as directed by their supervisor. Hours may vary based upon individual student needs.

At no time shall students be left unattended in the school building, regardless of time of day or night. Any teacher or authorized employee that gives a student permission to arrive at school early or stay late must provide a note for the student to present to schools Director. The teacher or authorized employee is also responsible for supervising that child at all times before or after school hours.

## **Overtime**

Overtime for clerical and other employees covered by the overtime law, must be approved by the school Director prior to performing the work subject to overtime.

## **Performance Reviews**

Faculty will be evaluated at least 3 times during the academic year. Classroom teachers will be formally evaluated by: (1) the Team Leader, (2) an outside evaluator, and (3) the school Director. The employee will have an opportunity to review the written evaluations with his/her supervisor. His/her supervisor or the school Director will

evaluate other non-teaching staff. For outstanding performers, as determined by the school Director, the outside evaluation may be waived.

#### **Performance Bonuses**

It is the policy of ALA to award performance bonuses to select individuals at the end of the school year to those who qualify for such awards. *The awarding of bonuses is dependent on the availability of funds and is solely at the discretion of the Chairman.* 

Bonuses will be granted on the basis of exceptional or superior performance. Thus, everyone will not receive bonus money and the amount of the awards may vary. An individual may be doing a good job, for example, and receive a substantial percentage increase on his/her base salary for the academic year and yet not receive a bonus. This simply means that the individual has performed well and should be rewarded with a higher percentage increase than others, but has not as yet reached a level of exceptional and/or superior performance that warrants a bonus.

It should also be understood that the bonus received by an individual is separate and above one's base salary and is not calculated into the base salary of a person for next year.

Bonuses for administrators in the schools will be determined on the basis of the evaluations of teachers and staff and on the judgment of the ALA Board of Directors. Teachers will be judged eligible for bonuses based on their formal evaluations, on student achievement progress levels, and on the judgment of ALA Board of Directors that the individual has met the terms of his/her letter of appointment and job description in an outstanding manner.

## **Payroll Adjustments**

Employees who qualify for disability under the ALA insurance program or are eligible for FMLA (see Family and Medical Leave section), should expect certain salary adjustments to the four pay periods between June 30 and August 15. If you qualify for disability or FMLA you should contact the Human Resources department for information and the calculation affecting your salary during that period.

Employees are required to schedule an appointment with the Director of the school regarding benefits.

## **Degree Earned Salary Adjustments**

Any full-time teacher, Team Leader, or Director who earns an initial Master's Degree while employed at ALA is eligible for an annual \$2,000.00 salary adjustment. Adjustments are made twice each year on the January 15<sup>th</sup> paycheck or August 30<sup>th</sup> paycheck. Employees are required to submit original transcripts of their earned degree to their Director for approval on or before January 15<sup>th</sup> or August 30th. Salary adjustments are not guaranteed and are subject to ALA's Board approval.

## **LEAVE POLICIES**

#### Sick Leave

Eligible employees earn six (6) paid sick leave days for the full academic year.

For new employees, sick days for the first year are pro-rated as follows:

Employment Beginning:	Eligible Sick Days
July –	6 days
September	
October–	5 days
December	
January –	4 days
March	
April – June	3 days
July-August	0 days

The following guidelines are designed for the proper use of sick leave:

- (a) If you intend not to report to work, you must phone the school Director or have someone call for you by 6:00a.m. or as early as possible. This procedure allows your Director to rearrange work schedules in your absence. The employee must call each day he/she intends not to report to work.
- (b) If you foresee the need to take sick leave (e.g., for non-emergency surgery or for a doctor's appointment), tell your supervisor as soon as possible so that plans can be made to cover your absence.
- (c) In case of an extended absence, you should consult the ALA corporate office and your insurance plan booklet to see whether you are eligible for short-term or long-term disability leave.
- (d) Sick leave unused at the end of the year may be carried over into the next year, to a maximum of 60 days.
- (e) Employees will not be paid for unused sick leave when their employment ends.
- (f) Employees, who take sick leave the day before or after an official holiday, must present evidence of their illness upon their return to work.

If you are eligible for sick leave, you may use the leave to care for your sick or injured children on the same terms that apply to use for your own illnesses or injuries.

#### **Personal Leave**

Eligible employees are given personal days for the full academic year based on the number of consecutive years of service with ALA. The number of personal days given per full academic year is as follows: two (2) days for 1-3 years of service; three (3) days for 4-7 years of service; four (4) days for 8+ years of service. These personal days are subject to prior approval by the school Director and do not accumulate year to year. Personal leave days taken the day before or after a holiday may result in a salary reduction for missed days.

For new employees, personal days for the first year are pro-rated as follows:

Employment	Eligible
Beginning	Personal Days
July –	2 days
November	
December –	2 day
March	
April – June	1 day
July- August	1 day

Personal leave days have **no** monetary value upon leaving ALA employment.

## Family and Medical Leave

Employees may take unpaid leave per the terms of the Family and Medical Leave Act (FMLA) of 1993.

Employees must be employed by ALA a minimum of 12 consecutive months or more to be eligible

Employees are required to schedule an appointment with the Director of the school regarding benefits.

#### Note:

\* Any employee while receiving FMLA, Short-Term Disability, Long-Term Disability, or Worker's Compensation will be considered an inactive employee and are not eligible to receive Holiday or Spring/Winter Break compensation. An employee may also be held personally responsible for additional payment of insurance benefits.

## **Military Leave Policy**

ALA is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

#### Procedures/Guidelines:

#### **Short-Term Military Leave**

In addition to the rights and benefits provided to employees taking Extended Military Leave (as described in this policy), eligible employees who must be absent from their job for a period of not more than ten (10) working days each year in order to participate in temporary military duty are entitled to as many as ten (10) days paid military leave. All benefits will continue during an employee's temporary military leave.

## All Other (Extended) Military Leave

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten (10) working days will be placed on an unpaid military leave of absence status for a period of as long as five (5) years.

## **Procedures for All Military Leave**

The employee will provide his or her immediate supervisor with written notice that the employee will be engaging in military services. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.

Employees on short term or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.

When the employee intends to return to work, he or she must make notification of reinstatement to the school Director within the application period set for below.

If the employee does not return to work, the supervisor must notify the school director so that appropriate action may be taken.

#### **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

- (1) If the employee has military orders for over 31 days, the employee and covered dependents will be offered a "Cobra like" health coverage for up to 18 months at 102% of the overall (both employer and employee) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an employee and/or an employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.
- (2) The group term life/AD&D insurance provided by the company will be suspended the day the employee becomes active military.
- (3) The group long-term disability insurance provided by ALA will be suspended the day the employee becomes active military.
- (4) Employees do not accrue vacation, personal leave, or sick leave while on military leave of absence status.
- (5) Voluntary supplemental life/AD&D insurance will suspend the day the employee becomes active military. Converting to an individual policy will continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the suspension of coverage.

#### **Application for Reinstatement**

An employee who has engaged in military service must, in order to be entitled to the reinstatement rights set forth above, submit an application for reinstatement according to the following schedule:

- (1) If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) the employee must report for reinstatement at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.
- (2) If service is for 31 days or more but less than 180 days the employee must submit an application for reinstatement with the school Director no later than 14 days following the completion of service.
- (3) If service is 181 days or over- the employee must submit an application for reinstatement with the school Director no later than 90 days following the completion of service.
- (4) If the employee is hospitalized or convalescing from a service-connected injurythe employee must submit an application for reinstatement with the school Director no later than two years following completion of service.

## **Exceptions to Reemployment**

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:



- (1) The Company's circumstances have so changed as to make reemployment impossible or unreasonable
- (2) The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- (3) The employee did not receive an honorable discharge from military service.

#### **General Benefits Upon Reinstatement**

Employees reinstated following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at ALA.

## **Short-Term Disability**

All eligible full-time employees working at least twenty (20) hours per week may choose to participate in the Short-Term Disability (STD) plan.

"Disability" or "Disabled" means that, due to sickness, pregnancy or accidental injury, you:

- (1) are receiving Appropriate Care and Treatment from a Doctor on a continuing basis; and
- (2) are unable to earn more than 80% of your Pre-disability Earnings at your Own Occupation for any employer in your Local Economy.

The Short-Term Disability benefit replaces 60% of your gross monthly earnings, less income you may receive from other sources (such as Social Security, Workers' Compensation, etc.). The maximum weekly benefit is \$600.

Benefits are payable following an elimination period. The elimination period begins on the day you become disabled and is the length of time you must wait after being disabled before you are eligible to receive a benefit. Elimination periods are as follows:

- ♦ Accidental injury: 14 days
- ♦ Sickness and Pregnancy: 14 days after the child's birth

Benefits continue as long for as long as you are disabled up to a maximum duration of twelve (12) weeks.

No benefits are payable for a disabling injury or sickness which happens in the course of any work performed by you for wage or profit; or for which you are eligible to receive benefits under any Workers' Compensation or any similar law. Disability is excluded from coverage if due to: war, insurrection, or rebellion; active participation in a riot; intentionally self-inflicted injuries or attempted suicide; or the commission of a felony.

Short-term Disability is paid by a 3<sup>rd</sup> party (the insurance carrier). Employees do not earn ALA pay while on STD.

Employees are required to schedule an appointment with the school Director regarding benefits.

#### Note:

\* Any employee while receiving FMLA, Short-Term Disability, Long-Term Disability, or Worker's Compensation will be considered an inactive employee and are not eligible to receive Holiday or Spring/Winter Break compensation. An employee may also be held personally responsible for additional payment of insurance benefits.

## Procedures for Short-Term Disability (STD)

#### **Submission of Claims**

After notifying ALA of a pregnancy or other disability, you will be advised to call or email the insurance broker representative. Insurance broker representative will forward you the Employee Statement and Attending Physician's Statement via e-mail or fax. You will be responsible for completion of the Employee Statement and getting the Attending Physician's Statement to your doctor for completion. Upon completion of both of these forms, you will send back to the broker representative who will in turn report the incident to the insurance carrier. It normally takes the insurance carrier 10-14 business days to post this information in their system. The broker representative will follow-up with the insurance carrier in fifteen (15) business days to confirm receipt and posting, and see if there are any outstanding issues required by the Case Manager assigned to your claim. After the required policy-waiting period, the insurance carrier will send your estimated claim check.

#### Note:

- \* Employees are required to schedule an appointment with the Director of the School regarding benefits.
- \* In case of pregnancy, contact ALA Director two (2) months prior to due date.
- \* In the case of pregnancy, you must notify the broker representative of the baby's birth immediately in order to activate the claim.

## **Long-Term Disability**

All eligible employees working at least twenty (20) hours per week may choose to participate in the Long-Term Disability (LTD) plan.

"Disability" and "Disabled" mean that because of an injury or illness, a significant change in your mental or functional abilities has occurred, for which you are:

- ◆ Prevented from performing at least one of the material duties of your regular occupation during the first 2 years of disability and after 2 years are unable to perform all of the material duties of any gainful occupation; and
- ◆ During the first 2 years of disability are unable to generate current earnings which exceed 99% of your monthly earnings from your regular occupation, and after 2 years are unable to generate current earnings which exceed 85% of your monthly earnings from any gainful occupation.

Long Term Disability benefit is equivalent to 60% of your before tax monthly earnings, less income you may receive from other sources (such as Social Security, Workers' Compensation, etc.). The maximum monthly benefit is \$6,000.

Benefits begin following a 90-day elimination period and continue as long as you are disabled, up to age 65. Disabilities beginning at age 62 or after are subject to reducing benefit duration based on the table below.

Disability	Maximum
Beginning	Duration of
at Age	LTD Benefit
61 or less	To age 65
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or older	12 months

If you become disabled and can work part-time (but not full-time) you may be eligible for partial disability benefits, which will help supplement your income until you are able to return to work full-time.

If you are participating in a Plan approved Vocational Rehabilitation Program, you may be eligible to receive the Rehabilitation Incentive, which provides a 5% increase in the monthly benefit.

Plan Limitations and Exclusions: The plan does not cover pre-existing conditions, unless your disability begins after you have been covered under the plan for twelve (12) months. A pre-existing condition is defined as an injury or sickness for which you received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the three (3) months prior to the day you become insured under the policy.

The plan also has limited benefits for Mental Disorders, Alcohol, Drug and Substance Abuse in addition to other General Exclusions. Contact your school Director for further details regarding the plan.

This plan does not cover any Disability which results from or is caused by or contributed to: war, insurrection, or rebellion; active participation in a riot; intentionally self-inflicted injuries or attempted suicide: or committing a felony.

#### Note:

\* Any employee while receiving FMLA, Short-Term Disability, Long-Term Disability, or Worker's Compensation will be considered an inactive employee and are not eligible to receive Holiday or Spring/Winter Break compensation. An employee may also be held personally responsible for additional payment of insurance benefits.

## Procedures for Long-Term Disability (LTD)

#### **Submission of Claims**

After notifying ALA of a pregnancy or other disability, you will be advised to call or email the insurance broker representative. The insurance broker will forward you the Employee Statement and Attending Physician's Statement via e-mail or fax. You will be responsible for completion of the Employee Statement and getting the Attending Physician's Statement to your doctor for completion. Upon completion of both of these forms, you will send back to the broker representative who will in turn report the incident to the insurance carrier. It normally takes the insurance carrier 10-14 business days to post this information in their system. The broker representative will follow-up with the insurance carrier in fifteen (15) business days to confirm receipt and posting, and see if there are any outstanding issues required by the Case Manager assigned to your claim. After the required policy-waiting period, your claim checks will be sent by the insurance carrier on a weekly basis.

#### Note:

\* Employees are required to schedule an appointment with the school Director regarding benefits.

\* In the case of pregnancy, you must notify the broker representative of the baby's birth immediately in order to activate the claim.

## **Jury Duty**

Employees summoned for jury duty or officially summoned by a state court or federal court, as a witness will be allowed the necessary time off from work to perform this civic responsibility. Upon return to work, employees must submit documentation to the school Director to verify completion of service. The Director shall forward the documentation to the Board of Directors. Failure to provide such documentation may result in non-payment.

#### **Funeral Leave**

When a death occurs in an employee's immediate family, an employee may take up to five (5) days with pay in order to attend the funeral or make funeral arrangements. In unusual circumstances, additional time off may be granted, with or without pay, at the discretion of ALA. For purposes of the funeral leave policy, "immediate family" means an employee's spouse or child, as well as a parent, grandparent, brother, or sister of the employee or the employee's spouse.

## **Emergency Closings & Severe Weather**

From time-to-time it may become necessary to close school or to dismiss early due to severe weather or other unforeseen emergencies. ALA will have an emergency plan for notifying staff ahead of time of closings due to weather. Staff members are not required to report should school be closed due to a weather emergency. In the case of other unforeseen emergencies, the school Director will issue oral or written procedures appropriate to the situation.

## **Holiday Policy**

Employees are required to be at work the last work day before and first work day after a holiday unless your school Director has obtained prior approval for time-off. Any employee absent without Director approval will not be paid for the holiday.

## Spring/Winter Break Policy

Employees are required to be a work the last workday before the break and the first workday after the break unless approval for time off has been obtained from the school Director. Any employee absent without Director approval will not be paid for that day or days.



## **EMPLOYEE BENEFITS**

ALA is a not-for-profit organization that will negotiate the best possible benefit for its employees. Therefore, ALA's ability to provide these benefits is dependent on the availability of such funding.

The benefits offered to employees are contingent on funds available and may be discontinued or modified should such funding be eliminated or diminished. Each year ALA will distribute to its employees a "Benefits" memorandum outlining the benefit program.

The following is a list of benefits that ALA will try to make available to Eligible Employees. The descriptions in this handbook are a summary only. The separate plan documents explain each benefit in more detail and the language of the plans' documents controls the various plans. Benefits may be modified, added or terminated at any time by the insurance company or benefit provider, per the terms of the plan, or by ALA, at its discretion.

## 403(b)

All eligible employees will be automatically enrolled into this program at the base rate of 3% of the gross salary after 30 days of employment.

Individual employees <u>MUST</u> submit a signed waiver to the School to discontinue participation in the program.

## **COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health coverage under the Company's health plan, should the employee lose his or her eligibility (e.g., upon termination). Under COBRA, the employee pays the full cost of coverage at the Company's group rate. Details of COBRA coverage and how to apply for it will be provided by ALA at the time eligibility is lost.

## **Medical Insurance**

All new full-time employees are eligible to participate in the medical or dental insurance plans on the 1st day of the month following two (2) months of employment. There is the option of a PPO or HMO medical plan, and PPO and HMO dental available. Anderson Learning Academy will pay 60% of the cost of the single rate for the individual employee and 40% of the employee/spouse, employee/child(ren), and family coverage rates.

Current employees wanting to join or make changes must do so during the open enrollment period.

#### **Pension**

#### Indiana

#### **ISTRF**

The pension system for all full-time certified teachers is called the Indiana Teachers Retirement System (ISTRF). ISTRF requires a mandatory 3% deduction from the employee's payroll check per pay period and an employer match as assigned by the system.

#### **PERF**

The pension system for all other full-time employees is the Indiana Public Employee Retirement System (PERF). PERF requires a mandatory 3% deduction from the employee's payroll check per pay period and an employer match as assigned by the system.

Employees may go to the following websites for additional information regarding pension benefits: <a href="www.in.gov/trf">www.in.gov/trf</a> for ISTRF or <a href="www.in.gov/perf">www.in.gov/perf</a> for PERF. Employees may also contact the ALA Corporate Office for information.

## **Tuition Reimbursement**

The Tuition Reimbursement program is not offered at this time.

## **Worker's Compensation**

ALA requires that all employees report job-related accidents or injuries to a supervisor immediately. A full report must be submitted to the Corporate Finance Manager's office within twenty-four (24) hours of injury. Failure to report an injury, regardless of how minor, could result in difficulty with the employee's claim.

All workers' compensation claims will be paid directly to employees, and employees are expected to return to work immediately upon release by their doctor.

#### Note:

- \* Any employee while receiving FMLA, Short-Term Disability, Long-Term Disability, or Worker's Compensation will be considered an inactive employee and are not eligible to receive Holiday or Spring/Winter Break compensation. An employee may also be held personally responsible for additional payment of insurance benefits.
- \* Employees are required to schedule an appointment with the school Director of regarding benefits.

## **DISCIPLINARY POLICIES**

#### **Problem Resolution**

ALA seeks to deal openly and directly with its employees, and believes that communication between employees and management is critical to solving problems.

ALA employees that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both employees should approach the Team Leader or Director, who will work with the employees to determine a resolution. Employees that have a problem with a supervisor should first go to the supervisor and state the problem. If a resolution cannot be agreed upon, the employee should present his or her problem to the school of Vice Chairman. If a resolution cannot be agreed upon, the employee shall present it to the school Board of Director.

## **Discipline**

ALA policy is to attempt to deal constructively with employee performance problems and employee errors. The disciplinary process will be determined by ALA in light of the facts and circumstances of each case. Depending upon the facts and circumstances, the discipline applied may include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. Details of this process are outlined further in the Corrective Action section.

#### **Corrective Action/Remediation**

Corrective Action will be taken against an employee in response to a rule infraction or a violation of Company policies. Corrective action will continue until the violation or infraction is corrected or the employee is terminated.

Corrective Action usually begins with a verbal warning, followed by a written warning that is placed in the employee's personnel folder. If more serious corrective action is required, the employee may be put on probation, or have his or her employment terminated.

ALA considers some violations as grounds for immediate dismissal, including, but not limited to: verbal or physical abuse of students, insubordinate behavior, theft, destruction of company property, dishonesty, drug or alcohol abuse, or threats of violence.

Employees charged with some infraction and subject to corrective action may appeal that corrective action. An appeal must be submitted in writing to ALA Chairman. The decision of the Chairman is final.

#### Remediation

It is the policy of Anderson Learning Academy (hereinafter ALA and/ or the Organization) that all employees are expected to comply with the Organization's standards of behavior and performance and that any noncompliance with these standards must be remedied and will be subject to discipline. ALA reserves the right to discipline employees on a case-by-case basis depending on the severity of the offense and the needs of ALA at the time. Discipline may include but is not limited to oral or written reprimands, suspension, demotion, pay reduction, or termination.

Nothing in this policy alters the at-will employment relationship or creates a contractual obligation on the part of the employer.

- (1) If an employee is not meeting ALA standards of behavior or performance, the employee's supervisor should take the following action:
  - 1. Meet with the employee to discuss the matter;
  - 2. Inform the employee of the nature of the problem and the action necessary to correct it; and
  - 3. Prepare a memorandum for the supervisor's own records indicating that the meeting has taken place, and then forward a copy of the memorandum to the School Director or equivalent for inclusion in the employee's personnel file.

- (2) If there is a Second occurrence, the supervisor should hold another meeting with the employee and take the following action:
  - 1. Issue a written reprimand to the employee;
  - 2. Warn the employee that a third incident will result in more severe disciplinary action; and
  - 3. Prepare, have the employee sign, then forward to the ALA Board of Directors a written report describing the first and second incidents and summarizing the action taken during the meetings with the employee.
- (3) If there are additional occurrences, the supervisor should take the following action:
  - 1. Issue a written reprimand or warning;
  - 2. Suspend the employee without pay for up to five working days; or
  - 3. Suspend the employee indefinitely without pay and recommend termination.

After taking action pursuant to this policy, the supervisor should prepare and forward to the ALA Board of Directors another written report describing the occurrences, indicating the timing between the occurrences, and summarizing the action taken or recommended and its justification.

Employees are expected to sign all written warnings to indicate they received the warning. Signing in no way implies that the employee agrees with the written statement. If the employee refuses to sign, the Supervisor must get a third party involved to sign the warning, as a witness to the fact that the employee in question received the warning.

When job performance or conduct does not meet ALA standards, ALA will attempt to use progressive disciplinary procedures to identify an employee's deficiencies. There may be circumstances where discipline other than termination is appropriate. However, there may be circumstances where an employee fails to perform to expected performance levels or engages in conduct which is inconsistent with the expectations of ALA, and therefore he or she will be subject to discipline including termination without application of the progressive disciplinary procedures. To that end, these progressive disciplinary procedures are not intended to be used in all cases or as a substitute for the good judgment, common sense, and discretion of the corporation's personnel and management.

ALA considers some violations to be so egregious that if proven, constitute grounds for immediate dismissal, including, but not limited to: verbal or physical abuse of students, insubordinate behavior, theft, destruction of company property, dishonesty, drug or alcohol abuse, or threats of violence.

At an investigatory interview conducted for the purpose of determining the facts involved in any suspected violation of ALA rules and regulations, the employee who is suspected of violating the Organization's rules and regulations must be told in general terms what the interview will be about and that they have the right to have a representative present during the interview.

Employees suspended from work will not receive or accrue any employee benefits or salary during suspension, except employee-paid insurance. Days spent on suspension will not count as days worked for calculating any employment benefits.

Employees who believe they have been disciplined too severely or without good cause may appeal following the "Chain of Command" up to the Vice Chairman and/or the Chairman of ALA.

A period of one (I) year during which an employee experiences no disciplinary problems will allow the Employee to be taken back one (1) step in the disciplinary process i.e., from suspension to written warning, or from written warning to oral reprimand. Management reserves the right to modify this "step back" protocol in discipline based on the severity of the problems. Minor problems may be stepped back sooner and sever problems may have no step back options.

## SEPARATION POLICIES

### Job Abandonment

Employees of ALA that are absent for more than three (3) consecutive days without notifying a direct supervisor are considered to have voluntarily abandoned their employment with the Company. The effective date of termination will be the last day the employee performed services.

## Resignation

To promote the efficiency of operations within ALA, the company requires that written notice of resignation be directed to the school Director.

## **Termination**

Termination may result from any of the following: 1) layoffs, which include the elimination of an employee's job function or headcount reduction due to cost reduction or funding shortfall and 2) involuntary dismissal, which may include poor performance reviews or failure to adhere to the teaching/learning philosophy of ALA or the demonstration of an unacceptable attitude in the workplace. Failure to return all property of ALA may result in a forfeiture of any monies due or owing to the employee.

## **Termination Process**

ALA requires that employees return all documents, files, computer equipment, tools, keys and other Company owned property on or before the last day of work. Failure to return all property of ALA may result in a forfeiture of any monies due or owing to the employee.

## **APPENDIX**

## Technology Acceptable Use Policy (AUP)

## Purpose of Use

Through technology, ALA provides access for students and staff to resources from around the world. Expanding technologies take students and staff beyond the confines of the classroom, and provide tremendous opportunities for enhancing, extending, and rethinking the learning process. This new capability, however, requires guidance for students and staff use.

## The Opportunities and Risks of Technology Use

ALA believes that the value of information and the opportunity for interaction that technology offers outweighs the hazards of its misuse. Making network access available, however, carries with it the potential that some network users will encounter sources that could be considered controversial or inappropriate. Because information on networks is ever-changing and diverse, ALA cannot completely predict or control what users may or may not locate when on-line. Technology provides a conduit to information: the users must be wary of the sources and content and be responsible in choosing information to be accessed.

No technology is guaranteed to be error free or totally dependable, nor is it safe when used irresponsibly. Among others matters, ALA is not liable or responsible for:

- any information that may be lost, damaged, or unavailable due to technical, or other difficulties;
- ♦ the accuracy or suitability of any information that is retrieved through technology
- breaches of confidentiality;
- defamatory material; or
- ♦ the consequences that may come from failure to follow ALA policy and procedures governing the use of technology.

## Privileges of User

Users may access technology only for educational purposes. Exercising this privilege requires that users accept the responsibility for all material viewed, downloaded, and/or produced. Users will need to evaluate the validity of materials accessed through technology and cite their resources when appropriate.

The actions of users accessing networks through ALA reflect on our organization. Users must conduct themselves accordingly by exercising good judgment and complying with this policy and any accompanying administrative regulations and guidelines.

## Definition of Acceptable Use

#### Users will:

- ◆ Adhere to the rules of copyright and assume that any software that they did not create is copyrighted (unless it is labeled "freeware" or "public domain");
- ◆ Adhere to the licensing agreements governing the use of shareware; note that email is not guaranteed to be private;
- Be responsible at all times for the proper use of their access privileges and for complying with all required system security identification codes, including not sharing such codes;
- ♦ Maintain the integrity of technological resources from potentially damaging messages, physical abuse, or computer viruses;
- ◆ Respect the right of others to use equipment and therefore use it only for school-related activities;
- ◆ Treat all computers, printers, cameras, and other electronic hardware and software with great care;
- Abide by the policies and procedures of networks and systems linked by technology; and protect the privacy of other users and the integrity of the system by avoiding misuse of others' files, equipment, and programs.

#### Users will not:

- ◆ Use offensive, obscene, inflammatory or defamatory language;
- ♦ Harass other users;
- ♦ Misrepresent themselves or others:
- ♦ Violate the rights of others, including their privacy;
- ◆ Access, download, and/or create pornographic or obscene material;
- Use the network for personal business or financial gain;

- ◆ Vandalize data, programs, and/or networks;
- Degrade or disrupt systems and/or equipment;
- ◆ Damage technology hardware and/or software;
- ◆ Spread computer viruses;
- Gain unauthorized access to resources or entities;
- ♦ Violate copyright laws;
- ◆ Damage computers, printers, cameras, or other hardware;
- ◆ Use technology for illegal activities; and
- ◆ Reveal their name, personal address or phone number, or those of other users without parental permission.

## Right to Monitor

ALA, as the provider of the technology, email, and Internet access, has the right to monitor any and all use of its system. Any individual right of privacy is superseded by the school's need to maintain its system.

## Penalties for Improper Use

If users of the technology do not follow the rules of Acceptable Use, their privileges may be taken away or be subject to disciplinary action up to and including termination.

## PERSONNEL CHECKLIST

Listed below are documents which may be required to complete an employee's personnel file:

- **♦** Application
- ♦ 403(B) Application/Waiver
- ◆ Certified Employees copy Teacher Certificate/License
- ◆ Current signed Letter of Appointment
- ◆ Direct Deposit Form & Copy of Voided Check
- ♦ Fingerprint Background Form
- ♦ Health/Dental/Vision Insurance Application/Waiver
- ♦ I-9 Form & 2 Forms I.D. (Must include name, picture & SS#)
- ♦ Life Insurance Form/Waiver
- ♦ Official Transcript highest degree
- **♦** Resume
- ◆ Signed Acceptance for Employee Handbook
- ◆ Uncertified Employees copy of Basic Skills/Subject Matter Tests
- ♦ W-4 Forms (Federal & State)

## **Acknowledgement of Receipt & Understanding**

I hereby certify that I have read and fully understand the contents of this Employee Handbook. I also acknowledge that I have been given the opportunity to discuss any policies contained in this handbook with an Anderson Learning Academy official. I agree to abide by the policies set forth in this handbook, and understand that compliance with Anderson Learning Academy School rules and regulations is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to the ALA policies, rules, and regulations.

I acknowledge that Anderson Learning Academy reserves the right to modify its policies at any time, without prior notice. These policies do not create any				
	derson Learning Academy and its employees.			
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Signature	 Date			
Print Name (clearly)				

### **Anderson Learning Academy Policy Regarding Criminal Histories**

#### I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The ALA may also elect to do background checks of other volunteers, independent contractors and student employees in the school.

#### II. GENERAL STATEMENT OF POLICY

- A. ALA shall require that applicants for Anderson Learning Academy positions where receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, ALA.
- B. ALA specifically reserves any and all rights it may have to conduct backgrounc checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the Charter District shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors and student employees.

#### III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Indiana State Police Department. The school district reserve the right to also have criminal history background checks conducted by other organizations or agencies.
- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services for ALA, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for ALA to conduct a criminal history background check. If the individual fails to provide ALA with a signed Informed Consent Form at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the state board of teaching or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
  - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
  - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
  - 3. the individual executes a written consent form giving the school district access to the results of the check; and
  - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to ALA, ALA shall request a

criminal history background check on such individuals from the Director and from the government agency performing the same function in the resident state, or if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by ALA that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the ALA. Such individuals must provide an executed criminal history consent form.

- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the ALA personnel office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employme or provision of services in the position posting and position advertisements.

The individual will be informed of the results of the criminal background check(s) to the extent required by law.

H.
 If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

The school district may apply these procedures to other volunteers, independent contractors or student employees.

At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify

those positions subject to a background check and the extent of ALA discretior requiring a background check. ALA may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

#### IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

## **Sample Informed Consent Form**

For Criminal History Background Check Your School District Name and Number Street Address City, State, and Zip Code Telephone Number

Date:			
The following named individual provision of athletic coaching s			
Full Name of Individual:			
(please print)	Last	First	Middle
Maiden, Previous, Alias:			
Date of Birth:	<del></del>	Sex (M or F):	
Month/D	ay/Year		
I authorize the Indiana State Porecord information to pursuant to I.C. 10-13-3-29 for	·		
<b>CONDITIONAL HIRING</b> : I under employment duties or provide a coaching services pending comacknowledge and agree that must be the background check.	athletic coaching services apletion of the criminal hi	s or other extracurricular story background check	r academic and
The expiration of this authoriza my signature.	tion shall be for a period	no longer than one year	r from the date of
Signature of Applicant or Poter	itial Service Provider	Date	
Subscribed and sworn to before this day of			
Notary Public			

## EMPLOYMENT AND SERVICES CRIMINAL HISTORY BACKGROUND CHECKS

#### NOTICE TO PARENTS AND GUARDIANS

Anderson Learning Academy has adopted a policy, the purpose of which is to promote the physica social, and psychological well-being of its students. Pursuant to this policy, ALA shall seek criminal history background checks for all applicants who receive an offer of employment with ALA. ALA als shall seek criminal history background checks for all individuals, except enrolled student volunteers who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services for ALA, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, all advisory. ALA may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

## **Anderson Learning Academy Employee Conflict of Interest Policy**

A conflict of interest is defined as any involvement by an employee or member of the employee's family in any business, activity, contract, or transaction that may conceivably conflict with the employee's duties or responsibilities or affect his/her judgment in making a decision affecting Anderson Learning Academy.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Anderson Learning Academy wishes the business to operate. The purpose of these guidelines are to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your immediately supervisor for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Anderson Learning Academy. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Anderson Learning Academy business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Anderson Learning Academy as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Anderson Learning Academy does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Anderson Learning Academy.

Employees are required to sign a Conflict of Interest form every year disclosing any potential conflicts of interest. If a potential conflict of interest arises, the employee must disclose all facts material to the conflict of interest, to their supervisors prior to any action regarding the activity, contract, or transaction. The employee must then disclose the conflict of interest to their supervisors in memo form for approval or disapproval. All information given will be treated as confidential and only made available to management and/or the Board as necessary.

# Anderson Learning Academy Conflict of Interest Statement

All employees must complete this Conflict of Interest Statement upon hire and update the Statement at least once a year. Employees must immediately notify the Director of any matters that may result in real or apparent conflicts of interest by submitting a Conflict of Interest Statement through their chain of authority, including the Principal and the appropriate member(s) of Anderson Learning Academy.

Outside employment that creates a conflict of interest, or the appearance of such must be declared on this Conflict of Interest Statement.

(Reference Anderson Learning Academy Conflict of Interest Policy and Procedures.)

name	Date.
(Please Print)	
Do you have an outside job that may employment at Anderson Learning Acade	
No Yes Please explain:	
Do you have any other conflict of interclearning Academy?  No Yes Please explain:	
Additional sheets may be added if needs	ed.
Signature:	Date:

#### **COMPLANT POLICY**

If parents, groups or individuals have an compliant against Anderson Learning Academy, believes it has violated a term of its charter or applicable law may complain formally to the Anderson Learning Academy's Board of Directors.

Before you use this formal complaint process, it is important for you determine positively that your complaint involves a violation of the charter or law. If it does not, this formal process is not the appropriate avenue for you to seek a solution to the problem.

This form may be used to file a *formal complaint* with the Board of Directors of Anderson Learning Academy. When the complaint is filed, the Board of Directors shall investigate the complaint, communicate with all parties involved, release it findings and give recommendations, if applicable, to the complaint. The information shall be on file in Anderson Learning Academy's office.

# COMPLANT FORM FOR SUMBISSION TO ANDERSON LEARNING ACADEMY BOARD OF DIRECTORS

Today's Date: / /
Your name:
Your Address:
Telephone:
Fax:
E-mail Address:
Best Time To Reach You:
Date of Incident: / /
Name of Student(s):

•	In the space below, please provide a detailed statement of your complaint
•	
,	
•	
•	
•	
•	
•	



2.	Describe specifically the action you are now seeking:		



3. Please attach any relevant documentation, reports, ect. in support of your complaint to this form. Contact Anderson Learning Academy for instructions regarding the submission of these materials to the Board of Directors or the person who handles complaints for the Anderson Learning Academy Board of Directors.



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#### SPECIAL EDUCATION JOINT SERVICE AGREEMENT

THIS AGREEMENT is entered into this <u>14th\_day of September</u>, <u>2011</u> by the following Participating School Corporations for the purpose of providing special education and related services to eligible students with disabilities whose legal settlement is within the Participating School Corporations. This Agreement supersedes all previous agreements between the Participating School Corporations.

#### **SECTION 1 – PARTIES**

The following Participating School Corporations are parties to this agreement:

[LIST PARTICIPATING CHARTER SCHOOLS/ SCHOOL CORPORATIONS HERE]

#### **SECTION II - AUTHORITY**

The Joint Services Program formed by virtue of this Agreement is authorized by I.C. 20-26-10, shall be operated pursuant to that statute, and shall be known as the Indiana Special Education Charter Cooperative ("ISECC").

All special education services provided through this Agreement shall be administered in accordance with state and federal requirements governing the education of eligible students with disabilities.

#### SECTION III – SCOPE OF PROGRAM

The Joint Services Program is responsible for the direct provision of special education and related services to eligible students in any disability area who attend school in one of the Participating School Corporations. Certified/licensed staff for these Joint Services classes will be employed by the Participating School Corporation in which the eligible student resides.

#### SECTION IV - ADMINISTRATION

#### A. Administering Corporation

The Project School ("TPS") shall serve as the LEA (Local Education Agency) for the Joint Services Program and as the Fiscal Agent for the Joint Services Program for purposes of depository of Federal Part B funds and pass-through agent to ISECC. TPS shall be responsible for receiving and disbursing all federal Part B funds on behalf of the Participating School Corporations. TPS shall, upon receipt of the state and federal special education funds, immediately disburse such funds to ISECC to carry out the operations and services of the Joint Services Program as detailed in the LEA Agreement between ISE and TPS.

#### B. Administration of the Cooperative

The ISECC, through the Institute for School Excellence ("ISE"), shall facilitate the provision of special education services and shall be responsible for the following:

1. Complete all necessary paperwork pursuant to receipt of federal and state special education grants and programs.

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- 2. Work with each participating school corporation in the completion and filing of all State Department of Education child count reports and maintain a copy of each as requested from participating school corporations.
- 3. Work with participating school corporations to ensure filing of all required reports with the Indiana Department of Education.
- 4. Work with the Participating School Corporations to collect data to ensure timely submission of all required special education reports.
- 5. Review all special education files for legal compliance at least one time per year.
- 6. Work with all participating school corporations to complete and manage all data including state required reports and required data entry.
- 7. Work with school leaders and special education personnel to identify member schools' areas of programmatic focus for improvement in educational services to students with disabilities.
- 8. Work with schools to develop necessary systems and structures to maintain accurate records and to ensure compliance.
- 9. Assist school personnel to develop and use databases to aggregate student data.
- 10. Identify and coordinate direct service needs and providers for students.
- 11. Coordinate psychological evaluation services and providers.
- 12. Coordinate behavioral mental health service providers on a contractual basis with the school as needed.
- 13. Coordinate with participating school corporations to coordinate Teacher of Record ("TOR") and Teacher of Service ("TOS") services across all Participating School Corporations in pooling resources and providing services, as needed, and credentials of staff allow.
- 14. Engage psychological staff to assist with pre-and post-evaluation, reporting, and follow up work with school personnel.
- 15. Ensure high quality case conference committees through training and ISECC staff attendance in case conference meetings, as appropriate.
- 16. Assist school personnel as needed to facilitate case conferences and IEPs.
- 17. Provide school personnel with resources and workshops to ensure compliance with state and federal special education law.

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- 18. Provide school personnel information and technical support with the Individuals with Disabilities Education Act ("IDEA") and Article 7.
- Provide resources and support to keep parents of students with disabilities informed.
- 20. Plan and facilitate workshops for Participating School Corporations.
- 21. Coordinate systems across schools to encourage resource pooling and sharing that includes, but is not limited to, information, expertise, training opportunities, coordination of TOR and TOS services, equipment and assistive technology.
- 22. Develop operation policies and procedures to make explicit operational protocols and procedures.
- 23. Coordinate direct service providers and ensure services are facilitated within ISECC policies and Indiana law.

#### C. Participating Corporations

Each of the Participating School Corporations shall employ personnel and shall provide facilities, including standard fixtures, furnishings, equipment and supplies as are normally provided for general education classrooms, for the special education programs housed within its boundaries. It shall be the responsibility of each Participating Corporation to provide transportation as a related service when special transportation is recommended by the Case Conference Committee, in alignment with each participating school corporation's transportation plan.

Each Participating School Corporation shall have the following additional responsibilities and duties:

- 1. Maintain accurate and secure student files and data.
- Execute procedures and timelines and complete reports within specified parameters of state and federal law.
- 3. Identify at least one special education or instructional staff member to serve on the Advisory Committee and ensure such individual regularly and consistently attends meetings of the Advisory Committee as scheduled at the beginning of each academic year.
- 4. Complete and maintain timely and accurate case conference forms and notifications, ensure IEP goals are measurable and rigorous, and provide services to students are in compliance with IDEA and Article 7.



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5. Maintain special education files in compliance with the IDEA, the Family Education Rights and Privacy Act ("FERPA"), and Article 7, seeking guidance and support from ISECC as needed.

#### D. Advisory Committee

An Advisory Committee shall be established and shall consist of one representative from each party to this Agreement. The Advisory Committee shall meet as necessary throughout the school year. The function of the Advisory Committee shall be to provide recommendations and suggestions to the Governing Board for the Governing Board's consideration in conducting the classes, programs and services of shared and joint programs and meeting the federal and state requirements for all students with disabilities in the participating school corporations.

#### E. Governing Board

The Governing Board of the ISECC shall be composed of the Directors of ISE, two (2) members appointed by ISE on behalf of ISECC, and one representative of the LEA. Each of these Governing Board members shall have one (1) vote on matters brought before the Governing Board. A quorum shall exist when any three (3) of the Governing Board are present. conducting the business of the Governing Board, a majority vote shall be considered not less than three (3) votes. The Governing Board will provide governance of the Joint Services Program in all matters not strictly reserved by statute or regulation to the LEA or to the individual Boards of School Trustees of the Participating School Corporations.

In

The number of meetings of the Governing Board may vary per year, depending upon existing need. However, the Governing Board shall hold at least one (1) meeting per school year, and special meetings may be called when necessary.

#### SECTION IV - FINANCING AND OPERATION OF THE JOINT SERVICES PROGRAM

#### A. Joint Services and Supply Special Education Fund

The cost of ISECC staff salaries, administration, lease rental, and other operational expenses of the Joint Services Program shall be shared by the Participating School Corporations. Each Participating School Corporation's proportionate share will be determined by the Joint Services Governing Board. Each Participating School Corporation's proportionate share shall be determined by comparing the individual Participating School Corporation's Average Daily Membership ("ADM") to the total ADM of the Joint Services Program and assessed as a fund line item within the Federal Part B funds from each participating school corporation.

If a school corporations direct costs exceed Federal Part B funds allocated from the state within a fiscal year, ISE will work with the school corporation to calculate the remaining costs to ensure services continue through that fiscal year. Such costs will be the responsibility of the school corporation. Documentation will be provided to guide discussion and planning.

If a school corporation elects to utilize a teacher of service through ISE rather than employ their own staff, ISE will work with the school corporation to determine need and resources through the school's State APC funds to offset cost.

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#### B. Ownership of Equipment, Supplies, Property, and Facilities

Ownership of any equipment, supplies, property, and facilities provided to the Joint Services Program by a Participating School Corporation shall be retained by said corporation. Any equipment and supplies purchased with Joint Service Program funds shall be the property of the Joint Services Program. Ownership of any equipment, supplies, property, and facilities provided to the Joint Services Program by ISE, on behalf of ISECC, shall remain the sole property of ISE, and ISE will own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, computer hardware and software, and other materials developed by ISE and/or its employees and used by the Joint Services Program. Any lease or rental obligation incurred by ISECC on behalf of a Participating School Corporation shall be charged to such Participating School Corporation and shall remain an obligation of such Participating School Corporation until the expiration of the lease or rental agreement.

The withdrawal of a Participating School Corporation shall not entitle such corporation to any share of the Joint Services Program's equipment and supplies. Upon withdrawal of any Participating School Corporation, that Participating School Corporation shall take whatever action necessary to relinquish and transfer all its right, title, and interest to the Governing Board.

If the Joint Service Program is dissolved according to the dissolution provision of this Agreement, the equipment and supplies, or the proceeds from the sale thereof, shall be distributed among the Participating School Corporations in accordance with the proportionate shares in effect at the time of the dissolution as these shares relate to the fair market value of the equipment and supplies. The proceeds from the sale of any property and facilities shall be distributed among the Participating Corporations in accordance with the proportionate shares in effect at the time of dissolution; provided, however, that ownership of any equipment, supplies, property, and facilities provided to the Joint Services Program by ISE, on behalf of ISSEC, shall remain the sole property of ISE, and ISE will own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, computer hardware and software, and other materials developed by ISE and/or its employees and used by the Joint Services Program.

#### C. <u>Insurance Coverage</u>

Insurance coverage will be purchased as deemed appropriate by the Joint Services Program's Governing Board or required by other Agreements for the operation of the Joint Services Program.

#### D. Costs Incurred as a Result of Noncompliance

Should a special education hearing under 511 I.A.C. 7-45 be requested for a student enrolled in a Joint Services Program, hearing costs, including hearing officer expenses, costs of defending the Joint Services Program and parent attorney's fees, should the parent prevail, shall be paid by the Participating Charter School Corporation in which the student is enrolled.

In any case in which it is determined that a complaint, administrative hearing or court proceeding was based substantially upon non-compliance by the staff and/or administration of a Participating Charter School Corporation with any state or federal law or regulation governing special education, any costs incurred as a result of the noncompliance shall be the



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responsibility of the Participating School Corporation employing the staff member and/or administrator.

#### SEC. V - AGREEMENT

#### A. Amendment of the Joint Services Agreement

This Agreement may be amended by ratification by the Governing Board as necessary and in alignment with Indiana law.

#### B. Withdrawal from the Joint Services Program

Participating Charter School Corporations shall be deemed to continue their participation unless written notice of withdrawal is given to the Joint Services Program's Governing Board by the Duly Authorized representative of the withdrawing corporation six (6) months prior to the beginning of the school year in which the withdrawal is to take effect.

In the event of the withdrawal of any Participating School Corporation, said Joint
Services Program shall continue with the remaining school corporations.

The proportionate obligation of each Participating School Corporation will be decided upon by the Joint Services
Program's Governing Board and as reflected in the fiscal year's budget.

#### C. Dissolution of the Agreement

This Agreement may be dissolved, thereby dissolving the Joint Services Program, by an affirmative vote of all members of the Joint Services Program's Governing Board and with authorization of the Duly Authorized representative of each of the Participating School Corporations.

Notification of the intent to dissolve will be given to the Division of Exceptional Learners, Indiana Department of Education, prior to any vote being taken in order to ensure that approved special education programs can be provided for the eligible student with disabilities of the Participating School Corporations.

If the Joint Service Program is dissolved according to the dissolution provision of this Agreement, the equipment and supplies purchased with joint services funds, or the proceeds from the sale thereof, shall be distributed among the Participating School Corporations in accordance with the proportionate shares in effect at the time of the dissolution as these shares relate to the fair market value of the equipment and supplies. The proceeds from the sale of any property and facilities shall be distributed among the Participating School Corporations in accordance with the proportionate shares in effect at the time of dissolution; provided, however, that ownership of any equipment, supplies, property, and facilities provided to the Joint Services Program by ISE, on behalf of ISSEC, shall remain the sole property of ISE, and ISE will own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, computer hardware and software, and other materials developed by ISE and/or its employees and used by the Joint Services Program.

#### D. Duration of the Agreement

This Agreement shall become effective on July 1, 2011, following its ratification by the duly authorized representative of each of the Participating School Corporations and will



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continue in full force and effect for a one-year period and will then automatically renew from year-to-year unless the Joint Services Program is amended or dissolved or the school corporation chooses to withdraw pursuant to the appropriate subparagraph, A – C, of this Section.

#### SEC. VI - EFFECTIVE DATE

This agreement shall become effective immediately following the necessary approval of the Participating School Corporations and shall be automatically renewed for succeeding periods of one year beginning July 1 and ending June 30.

#### SEC. VII – EXECUTION OF AGREEMENT

This Agreement is executed for and on behalf of the governing board for each Participating Charter School Corporation by its Duly Authorized representative of the Board. Each respective Participating Charter School Corporation certifies that its Duly Authorized Representative has authority through its governing body to enter in to such an Agreement and agrees to the terms of this Agreement and has authorized it to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Joint Service Agreement for Special Education the day and year first written above.

For theAnderson Learning Academy School Con	poration:	
Lindsay D Brown	9/14/2011	
Duly Authorized Representative	Date	
For ISE		
Executive Director	 Date	



# InfoPak





The Institute for School Excellence (ISE) is a non-profit organization serving choice education through three main areas – launching and managing innovative urban charter schools, charter school special education compliance and services, and charter school recovery. ISE's triangulation of services close the achievement gap and prepare low-income students to be productive, contributing members in a global society.

ISE combines the vision, creative energy and expertise from dual modalities – education and business. The Institute for School Excellence brings over 30 years of business and educational expertise and effective practices in impacting change through education options. Our staff has worked in schools across the globe, in five countries – South Africa, Venezuela, India, Mexico and the United States, and joined the charter school movement with Indiana's inception as the 37th charter state in 2002.

Guiding school design, developing systems and structures, curricular models and leadership development are at the forefront of our organizational expertise. Our core leaders have worked intensively in the launch of several schools, is sought after for schools in both start-up design and crisis resolution, and has been involved in the choice movement since 2002:

- o Instrumental in the launch of four (4) charter schools in two states
- Assumed leadership of three (3) turnaround schools
   The most dramatic shift in a period of 10 months was a shift in financial solvency from a deficit of \$350,000 to a positive net change in assets of \$850,000, a 1.2M shift in less than a year's time
- o Founded its first charter school

ISE leadership has a solid track record of achieving gains in student learning. The first school ISE leadership was charged with opening scored at the bottom of the State in combined mastery for English / Language Arts and Mathematics with 18% mastery only two weeks after opening its doors. Two years later, the school scored in the top three percent of all schools in the State for growth over time.

Our core leadership has turned around fiscal management in three charter schools during times of low enrollment and inexperienced leadership, and has a strong foundation in grant procurement and oversight:

- o Walton Family Foundation (WFF) -- has successfully written and been awarded the WFF grant for three schools in two states
- Federal Planning and Implementation Grant -- ISE has successfully written and received funding for three charter schools in two states, of which the most recent was ranked among the top three received from any charter since 2002

Operating a charter school as an efficient business model built around a creative and thematic curriculum is the pinnacle of school excellence while showcasing Six Sigma practices and strategies in every aspect of operations and support. Our team offers sound education and business solutions for schools, educators and accountability agents.



## Your school. Our tools.



With our educational experience and business acumen, ISE works hard to make sure that your educational model is sustainable and in line with your organizational goals while maximizing staff and student growth in all areas. ISE works with individuals, corporate founders, charter school boards, and authorizers to ensure schools have a successful start and student optimized education.

### Charter Development

Charter petition development
Fiscal planning services
Grant creation and submittal
Support gathering from local entities
Filings with Department of Education
Organizational Structure

#### Finance

Budget development
Fiscal planning
Audit and compliance preparation
Local, state and federal reporting
Cash flow management

#### **Human Resources**

Employee benefits
Planning and management
Talent management
Career assessment
Professional Development
Policy development

#### **Business Services**

Building, land and site planning
Facilities procurement
Marketing
Information Technology
Liability audit
Efficiency management
Vendor procurement and management
Policy development
Green policy development

#### Curriculum Services

Programmatic development & sustainability Direct Instruction Classroom management Professional development





## We guarantee compliance!\*



Focused on building capacity, ISE Special Education Cooperative works with member schools' special education staff, developing skills, knowledge and practices. ISE ensures success and maximized learning for exceptional learners. Direct services consistently and conveniently are performed at your school. Service oversight and facilitation focuses in three key areas:

#### Coaching and guidance

General special education processes and timelines Special Education eligibility and placement Case Conference Committee meetings Student Discipline (special education) Edu-Psychological evaluation Critical issues workshops Behavioral Mental Health Direct and Related Services IEP maintenance Section 504

### Compliance Oversight

Reporting and data collection Federal and state special education funding Annual cooperative budget planning and grant application completion IEP files and processes onsite audit and coaching Communications and information sharing Operational policies, procedures and forms

## Operational Structures





## We turn schools around.



We help revolutionize chronically underperforming schools. Such a revolution requires sensational changes to a school's culture and instructional climate. Our recovery services are administered via three tieres.

#### Transition

School Leadership

Coaching / Mentoring

Assumption of Leadership

School Governance

Structure

Development

Operational Structures

Policies and Procedural Audit / Development

Coaching

Systems and Structures

#### **Turnaround**

Teacher Performance

Growth and Development

Professional Development

Performance Based Incentive Programs

Academic Achievement

Behavior Management

Systems and Structures

Policy Development

Curricular Alignment

Professional Development

#### Restart

Educational Design
Management
Curricular Mapping / Development
Professional Development





212 West 10th St., Suite D465 Indianapolis, 46202

317.623.3162

SchoolExcellence.org







#### ALA's policy on parental access to educational records:

Custodial parents / guardians will have access to the child's educational records if the child was enrolled within ALA within the previous five year. A non-custodial parent will not have the right to access their child's record if a court has issued a limitation on the parents rights to receive said records and if ALA has received a copy of the order.

#### Process to request records:

Upon application to ALA, the custodial parent or guardian will be asked to identify custodial parents and or individuals with rights to receive the child's educational records. The custodial parent must make a request to receive the educational records of the child. If one of the individuals identified on the initial application asks for the records, the custodial parent must approve the release of educational information. In the event that another party asks for the child's educational records referred to as Non Custodial Parent / Guardian, the custodial parent must be notified and approve the release. If the custodial parent denies access to the Non Custodial Parent / Guardian, a court order must be received for access. Unless a court order specifically stating that a Non Custodial Parent can review or receive the educational records, then the Non Custodial Parent / Guardian will be denied the records.

#### Timeframe of records:

A hard copy of the child's records will be kept in retention for a period of five years in a fireproof and water-safe contained environment once the child leaves ALA. Files for children currently attending ALA can be kept in normal record keep activity, but must be backed up electronically. Otherwise, and electronic copy will be kept on an outsourced server with backup capabilities.

#### Dissolution Procedures

If it becomes necessary to close or otherwise cease operation of our chartered school which is regulated by IDOE and conforms to IC 20-24-3-3, please be aware that there are statutory requirements and serious responsibilities associated with the closing process. The information provided within is to clarify and guide our board through key requirements and responsibilities. Through a closing process the most important considerations are to protect students and preserve student and other essential school records.

#### How to close the School:

In the event of ALA closing and ceasing operations, the board or designee by the board is required to:

# 1. Notify IDOE, Ball State and current enrolled students in writing immediately of intention to close/cease operation of the school.

A-Notice to IDOE. It is extremely important to provide IDOE with as much advance notice so that ALA receive assistants in complying with all the legal requirements to ensure student protection and preservation of essential student and school records.

# <u>Written notification of ALA</u> intention to close and cease operations must include:

- 1. Name of the school
- 2. Name of the school owner(s), active mailing address and telephone numbers where he or she may be reached after the school physically closes.
- 3. Name of school director.
- 4. Date of closure (or close approximate of anticipated close date).
- 5. Report of the status of all students currently enrolled and those students whose education and training program will not be fully completed by the date of the school closure.
- 6. Identify in writing whether there are any refunds due to any student.
- 7. Submit a written statement from the school's board or designee affirming that all recruitment efforts, school marketing, advertisement, solicitation and enrollment of new students has ceased.

#### **B-Notice to Current Students**

1. A copy of the written notice to students informing them ALA's intent to close

- 2. Provide any other record of students having been notified. II. Treatment of ALA's Educational; Financial; and Student Records, ALA is required to submit to IDOE certain student records as well as the ALA's educational and financial records.
  - A- "Student records" going back and including the last five years (0+5 years) from the date of the school closure (or from the date a particular student completed or discontinued training) must be preserved/maintained by the school. As part of the closing process "student records" as identified below must be deposited with turned over to) IDOE.
    - 1. The individual enrollment agreement relating to the payment for services.
    - 2. Admission and cumulative records for each individual student including, but not necessarily limited to (a) the results of achievement tests, if any; (b) academic grades; and (c) attendance. (When in doubt preserve it;)
    - 3. The date the student began instruction at ALA and information about each program in which the student is or was enrolled.
    - 4. Record of any student grievance and subsequent resolution.
    - 5. Transcript/record of completion showing extent of each student's record of achievement up to last date attended or up to time school ceased operation.
    - III. School's Charter -ALA if closing or otherwise ceasing operation, must surrender (turn over) it's charter to Ball State University.

      IV. ALA's dissolution; disposition of remaining assets and funds as designated in ALA's constitution, charter, articles provide that upon dissolution:
    - 1. All remaining assets, except funds specified in subdivision (2), shall be used for nonprofit educational purposes; and
    - 2. Remaining funds received from the DOE shall be returned to DOE not more than thirty (30) days after dissolution.

#### Patriotic Commemorative Observances

The Anderson Learning Academy policy on the commemorative observance of holidays is that we will participate in observing and recognizing the historical and importance of each holiday.

Table

Labor Day- No School
Thanksgiving Day- No School
Christmas Eve, Christmas Day – No School
New Year's Eve & Day – No School
Dr. Martin Luther King Jr. Day – No School
Memorial Day – No School
Independence Day- No School

#### Personal Financial Responsibility Instruction

ALA will ensure that the teachers and staff of ALA will all be well aware of the financial responsibilities of the school. In addition, all staff will receive the annual budgets as a part of the overall goal of the school. Teacher's that desire to have additional financial training can do so given the full year operating structure.

The policy's for budget items and appropriations will be communicated to the staff at the initial meeting including the following:

- Limits on appropriations
  - All funds directed for use will be assigned via the initial budget in April
  - New items to the budget must have dual approval from the administrative agent and the director
- Budget reports
  - Budget reports must be presented by the Director to the board
- All undistributed reserves will be recaptured into the school's following budget items to allow the following year's budget to be potentially expanded for the following items
  - Staff or additional teachers
  - Student learning materials
  - o Emergency Budget funds
- Emergency funds will be directed for items not in the original budget, but are critical to the maintenance of the school. Emergency funds will be listed out in the handbook, which will be drafted with the help of the ALA administrative agent and the director. In essence, all emergency funds request will have joint approval from the director and the administrative agent. All emergency funds will presented to the board during the quarterly board meeting. The following items will be allowed for emergency expenditures:
  - One time unforeseen building expenditures
  - Health care concerns
  - Food concerns

## Anderson Learning Academy

# Crisis Management Plan



## Indiana Child Abuse and Neglect Hotline 1-800-800-5556

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#### CRISIS MANAGEMENT TEAM (CMT):

ALA's crisis management team is made up of a coordinator, social worker, medical practitioner, and counseling personal. This team of professional is responsible for identifying the types of crises that may happen in the school and district and defines the events that might need a safety plan. Crisis could include severe weather, natural disasters, chemical spills, fires, school bus accidents, student or staff deaths and medical emergencies such as diseases and infections.

#### **Action Steps**

- Develop a list of possible crisis
- In the event of a crisis collect accurate information about the incident.
- Primary concern is for students and staff during and after crisis.
- Authorized personal are the only ones to speak to the press concerning the crisis.
- Keep a list of all students in class.
- In a crisis situation never release children others care without authorization from administration
- Stay with your class in room unless action steps are absolutely necessary.

#### **BUILDING PERSONNEL CERTIFIED IN EMERGENCY ASSISTANCE**

	Phone	Ext.
1		

### **Indiana Child Abuse and Neglect Hotline**

#### 1-800-800-5556

Under Indiana law any individual who has a reason to believe a child is a victim of abuse or neglect has the duty to make a report therefore, each citizen of Indiana is considered a "mandated reporter." While reporting child abuse is everyone's responsibility, Indiana law requires what some occupations must do. These professional reporters are staff members in a medical or other public or private institution, school, facility, or agency. These reporters are legally obligated by their profession to report alleged child abuse or neglect.

- If a teacher or staff suspect abuse or neglect of a child contact school social worker or administrator immediately.
- Social worker and administrator will collect the necessary information, and file necessary reports
- Social worker or administrator will call the abuse hotline
- Report will be made to CPS (Child Protective Services)
- CPS will make a determination to investigate the situation, not school personal.
- A report must be filed with CPS within forty-eight hours after hotline has been called.
- Reporter has the right to report the suspected abuse directly to CPS after informing school Social Worker and or administration.

#### INFORMATION NEEDED WHEN MAKING A REPORT:

- Child's name.
- Date of birth.
- Any siblings (if known) name and school.
- Street address.
- Parents / custodian names.
- Signs of abuse / neglect when occurred
- Race.
- Language spoken.

#### MEDICAL PROBLEM/SERIOUS INJURY

- Assess situation for safety of other students and teachers
- Call the office to notify the nurse or designee.
- Administration or nurse calls 911.
- Administration or nurse notifies parent or guardian
- Stay calm. Stay with the student.
- Administer first aid and other life-sustaining techniques.

#### **CHOCKING**

- Ask the person if they can speak. Do nothing if they are coughing, talking, or breathing. Stay with the person and remain calm.
- If they are unable to speak and are grabbing at their throat, or if their lips or face are turning blue, perform the Heimlich maneuver.
- Hug the person from behind. Wrap your arms around the person's waist from behind.
- Make a fist. Place the thumb side against the belly just over the belly-button. Grab the fist with your other hand. Pull the fist up quickly into the belly.
- Keep pulling the fist up until something "pops" out of the person's mouth and breathing is restored.
- If the person becomes unconscious, call 911.

#### **ASTHMA CRISIS MANAGEMENT**

#### SIGNS OF AN ACUTE ASTHMA ATTACK INCLUDE:

Wheezing, shortness of breath, intermittent, cough, chest tightness and difficulty speaking.

- Stop all physical activity.
- Remain calm. Reassure student.
- Remain with student.
- Call the office.
- Notify the nurse or designee.
- Administer prescribed medication under the direction of nurse or administrator.
- Repeat once if symptoms persist.
- If no improvement or if symptoms become worse, office calls 911.
- Notify parents / guardian.
- Copy the student's emergency card for the paramedics.

#### **DIABETIC CRISIS MANAGEMENT**

- Insulin reactions occur when the amount of sugar in the blood is too low.
- Warning signs of insulin reactions include: shakiness, nervousness, perspiring, pale, headache, nausea, drowsiness, fatigue, mood changes, dizziness, confusion or inappropriate responses.
- Notify the office, nurse or designee.
- Give sugar immediately. Sources include: table sugar, fruit juice, glucose tablets, non-diet soda pop or candy. If the student is unconscious or unable to swallow, do not give anything by mouth.
- Stay with the student.
- If no improvement, office calls 911.
- Notify the parent / guardian or emergency contact.
- Copy the emergency card to send with the student to the hospital.

#### **EPILEPTIC SEIZURE**

#### **ACTION STEPS**

- Stay with the person until he or she is fully alert.
- Designate someone to notify the office, school nurse or designee.
- An ambulance is usually not necessary.
- Following a seizure, a person may appear confused, disorientated or fall asleep.
- They may vomit or be incontinent of urine or stool. This is normal.

#### Office calls 911 if:

- The person does not start breathing within 1 minute of the seizure. They may turn blue during the seizure but will resume normal breathing after the seizure.
- The seizure lasts more than 5 minutes or the person has one seizure after another.
- The person sustains a serious injury.

#### SERIOUS BODILY INJURIES

#### **ACTION STEPS**

- Call the office and nurse or designee.
- Administrator or nurse to call 9.911.
- Maintain blood borne pathogen guidelines.
- Do NOT move the person if a head or back injury is possible.
- Have student emergency form copied for the paramedics.
- Notify the parent / guardian or emergency contact.

#### BLOOD BORNE PATHEGINES UNIVERSAL PRECAUTIONS

Universal precaution is an approach to infection control which requires that you consider every person's blood and body fluids to be potential carriers of infectious disease.

#### TO REDUCE YOUR RISK-PLAY IT SAFE AT SCHOOL BY:

- Washing hands often.
- Instructing your students to care for their own injuries whenever possible.
- Calling for custodial assistance immediately when you note blood, vomit etc. at the site of an accident / illness.

#### **ATF Bomb Threat CHECKLIST**

1. When is the bomb going to explode?
2. Where is the bomb right now?
3. What does the bomb look like?
4. What kind of bomb is it?
5. What will cause the bomb to explode?
6. Did you place the bomb?
7 Why?
8. What is address?  9. What is your name?
2. What is your name.
EXACT WORDING OF BOMB THREAT:
BACKGROUND SOUNDS:
Street noises Factory machinery
Voices Crockery
Animal noises Clear
1 A System Static
Music House noises
Long distance Local
Motor Office machinery
Booth Other (Please specify)
BOMB THREAT LANGUAGE:
Well spoken (education) Incoherent
Foul Message read by threat maker
Taped Irrational
REMARKS:
Your name:
Your position:
Your telephone number:
Sex of caller: Race:
Age: Length of can:
Telephone number at which call is received:
Time call received:
Date call received:
CALLER'S VOICE
Calm Nasal
Soft Angry
Stutter Loud
Excited Lisp
Laughter Slow
Rasp Crying
Rapid Deep
Normal Distinct
Date checklist completed:
ATF F 1613.1 (Formerly ATF F 1730.1, which still may be used) (6-97) ATF F 1613.1 (Formerly ATF F 1730.1) (6-97

#### BOMB THREAT AND EXPLOSION

DO NOT USE PORTABLE, TWO-WAY RADIOS /CELL PHONES / PAGERS WITHIN A 1/2 MILE RADIUS OF SCHOOL PROPERTY. RADIO TRAFFIC CAN DETONATE BOMBS.

#### **ACTION STEPS**

- Take all bomb threats seriously.
- Remain calm.
- Signal to co-worker, without alarming caller.
- Co-worker should contact administrator / director.
- Obtain as much information as possible from caller.
- Keep caller on the phone as long as possible.

#### **BOMB THREAT AND FXPLOSION**

DO NOT USE PORTABLE, TWO-WAY RADIOS/CELL PHONES / PAGERS WITHIN A 1/2 MILE RADIUS OF SCHOOL PROPERTY. RADIO TRAFFIC CAN DETONATE BOMBS.

- Call for emergency assistance
- If building is evacuated, move to designated location
- Staff should look for unusual or suspicious noises, devices, or disturbances during evacuation.
- Do not touch anything that looks suspicious.
- Protect face and head from flying debris with arms, books, coats, etc.
- Stay in this position until flying debris ceases.
- If there is an explosion, anticipate a secondary explosion shortly after the first one. (In cases where bombs are present, it is common for there to be more than one device).

#### FIRE/EXPLOSION

- Sound fire alarm immediately
- Call office personnel who will contact 911 and superintendent.
- Take class list.
- Evacuate the building and follow posted route to safe area. (If time permits close windows and doors).
- Students will walk out of the designated exit in a quiet, quick, and orderly manner.
- Students must go a safe distance from the building and must not stand in any driveway or other hard surfaced area.
- Children who are unaccounted for are to be reported to the administrator/director immediately
- Notify fire department officer as soon as possible that all students are or are not accounted for.

#### FIRE/EXPLOSION

#### **ACTION STEPS**

- Head custodian will notify the utility company of a break or suspected break in gas or electrical lines which would present an additional hazard. Custodian will turn off propane or gas.
- Access roads will be kept open for emergency vehicles by the staff personnel as instructed by the director.
- Have administrator / director report to Fire Department command post.

#### IF A FIRE / EXPLOSION OCCURS NEAR THE SCHOOL

- The administrator / director will determine the course of action.
- Decisions regarding school evacuation or further actions will be determined by the director.
- If there is an evacuation, no one is to re-enter building until directed.
- When given all clear through security, return to classroom.

#### MULTIPLE STUDENT/STAFF MEDICAL EMERGENCIES

#### **CHEMICALS OR GASES**

- Call 911 (Stay on phone.)
- Notify the building maintenance department.
- Notify school administrator and nurse.
- Evacuate the building if appropriate.
- If gas leak, turn off the main gas valve.
- Administer first aid, as appropriate.
- Notify the AQS office.
- Keep students at a safe distance from the building until the problem has been corrected.
- Obtain as much information as possible for the fire department.

#### MULTIPLE STUDENT/STAFF MEDICAL EMERGENCIES

#### **FOOD POISONING**

- Call 911 (Stay on phone.)
- Notify the school administrator and nurse.
- Administer first aid, using trained personnel in the building.
- Notify AQS office.
- Campus Director will notify the Health Department.

#### COMMUNICABLE DISEASES

- Notify the school administrator and nurse.
- Check the source of the information.
- Follow the district's communicable disease policy.
- Notify parents.

#### TORNADO ALERT

#### **ACTION STEPS**

- Students and teachers should move to designated areas.
- Remain in hallways, bathrooms, smaller areas with more structural support.
- Students should assume sitting position with back against wall, with hands / book covering their heads.
- Close classroom doors after students exit into hallways.
- For office areas, close window blinds and staff should use telephones in the inner office away from glass windows / areas.
- Teachers should keep their class rosters with them during the drill, stay with classes to be sure students are following the drill or emergency procedure and to verify student classroom count.

#### OTHER PROCEDURE

The all-clear signal will be verbal or public announcement by the director or designee.

#### IF A TORNADO ACTUALLY STRIKES THE SCHOOL

- The director will determine when and if the building should be evacuated.
- Call 911 for Fire Department.
- Notify AQS office.
- The Crisis Team and other staff members will act according to their assigned roles.

#### ABDUCTION/KIDNAPPING/STUDENT MISSING

- Notify school administrator.
- Administrator will notify police. State where and when student was last seen.
- Give a description of abductor.
- Give a description of the student's clothing and the names of close friends.
- Describe student age, height, name, race, and any identifying factors.
- If available: Have picture of student.
- Give vehicle description with license plate information.
- Administrator will notify AQS office.
- Administrator will contact parents.
- Administrator / director will determine the school's only source of information to the news media.

### EMERGENCY AFTER SCHOOL OR OFF CAMPUS ROLES

#### **STAFF**

- Assist in identifying injured individuals.
- If life threatening, call 911.
- Stay with injured individual and assign supervisory responsibilities to an accompanying chaperone.
- Send someone to designated location to meet police / fire personnel.
- Contact director and provide frequent updates.

#### DIRECTOR/DESIGNEE

- Contact AQS and / or bus company, and parents with emergency notification.
- Receive and disseminate frequent emergency updates to individuals listed above.

#### **ADMINISTRATOR**

• Go to site of the accident, if feasible, to assist teacher with supervisory and communication responsibilities.

#### **INTRUDER**

- Staff approaches stranger and inquires as to his / her business in the building.
- Escort intruder to office.
- If the intruder becomes violent, call 911.
- If the intruder is hostile or threatening, contact administrator.
- If intruder becomes violent issue lockdown.
- If intruder is in classroom, send a student to office to get help or use intercom.
- If shots are fired, a bull horn or PA system will be used for further instructions.
- Evacuate students to the safest position away from intruder.
- Step into the halls and direct students to nearest safe room.
- Lock classroom door and keep students there.
- Move all people away from doors.
- Move all people away from windows.
- Help students remain calm and quiet.
- Staff and students in gym, cafeteria and in other open areas report to nearby safe room.
- Remain seated and quiet until all clear signal is given.

### REPORTING CRIME AGAINST PERSONS AND PROPERTY

- Notify administrator / director immediately.
- Notify police immediately.
- Administrator / director will confer with staff involved, effect the appropriate disciplinary action, and if appropriate, meet with the student.
- Notify AQS office.
- Ensure due process procedures are followed.
- Keep written records of entire procedure.

#### STUDENET POSESSION OF A WEAPON ON CAMPUS

- Staff should use good judgment and extreme caution in confronting the student.
- If a staff member senses danger, the student should not be confronted.
- Call 911.
- Alert the administrator / director.
- If the weapon is a firearm, notify law enforcement officials immediately.
- Identify the student and his / her location in the building.
- Isolate student from the rest of the building.
- Cooperate with police who will investigate thoroughly including an interview with family and friends.

  • Call student's parent(s) and initiate disciplinary procedures

#### SUIDIAL INDICATORS

#### IF A STUDENT MAKES A SUICIDAL STATEMENT / GESTURE:

#### What to do

- Accompany the student to a member of the school crisis team (or a school social worker, psychologist, counselor, nurse, or administrator).
- Make certain someone remains with student.

#### What NOT to do

- Do not leave student alone.
- Do not refuse to talk about it.
- Do not lecture.
- Do not offer clichés or simple answers.
- Do not analyze the person's motives or try to impose your own value system about suicide and death.
- Do not argue or try to reason.
- Do not try to challenge the student or use scare tactics.
- Do not be sworn to secrecy.
- Do not involve yourself as a therapist; leave that to a professionally trained person.

#### SUICIDES ON CAMPUS

- If the suicide occurs on campus, call 911 (Stay on phone.)
- Do not disturb scene.
- Notify director.
- Notify AQS office.
- Parent notification will be made.
- Convene crisis team.
- Work with crisis team before removing the student's personal items from lockers, desk, etc.

#### **DEATH**

#### **ACTION STEPS**

- A death of a person from the school community may trigger a crisis response in a significant portion of the school body.
- Allow students some time to discuss how they feel.
  - Express acceptance of your students' feelings.
- Identify particularly distressed students and send them to the designated crisis center.

#### DEATH OR SERIOUS INJURY ON CAMPUS

- Call administrator or nurse, or 911 immediately.
- Determine injuries.
- Provide first aid as necessary.
- Call AQS office.
- Restore calm by having students either stay in class or return to class; or evacuate building as directed.

#### **LOCKDOWN**

- Code Red is issued.
- Students and staff report to assigned rooms.
- Lock doors.
- Turn lights out.
- Stay out of the line of sight.
- Doors not opened until all clear is given.

## Police · Fire · Medical 911

#### **Uniform Dress Code**

It is our belief that good dress and work habits reflect a proper school attitude. Students are required to be in proper dress code during school hours and on field trips unless otherwise notified. Students who do not comply with the dress code will face consequences set by our school discipline policy.

#### Girls:K-8

- Plaid (burgundy and brown) jumper (grades K-3)
- Plaid (burgundy and brown) skirt (grades 4-5)
- Jumper or skirt should be KNEE LENGTH or fall just below the knees
- Navy docker style dress pant worn with a plain belt
- Pants must be properly hemmed at shoe level and not dragging the floor
- burgundy or light brown collared polo or blouse (short or long sleeved). NO Tshirts
- burgundy cardigan sweater or vest
- Solid brown knee length, uniform shorts may be worn from August 17 September 30
  - May 1 End of school year
- Solid color burgundy, white or brown tights or socks
- burgundy or light brown turtleneck acceptable in winter
- BLACK, BROWN, NAVY BLUE DRESS UNIFORM SHOES
- GYM SHOES ONLY ON GYM DAYS

#### Boys K-8:

- Brown docker style dress pants worn with a plain belt.
- Pants must be properly hemmed at shoe level and not dragging the floor
- Burgundy or brown collared polo (short or long sleeved). NO T-Shirts
- Shirts MUST be properly buttoned and tucked into pants.
- Burgundy cardigan sweater or vest.
- Solid Brown, knee length, uniform shorts may be worn from August 17 September 30
  - May 1 End of school year

- Solid color socks.
- Burgundy or Brown turtleneck acceptable in winter.
- BLACK, BROWN, NAVY BLUE DRESS UNIFORM SHOES.
- GYM SHOES ONLY ON GYM DAYS.

#### Gym Uniform:

- Burgundy sweats or shorts (sweat pant legs must be worn at ankle length).
- burgundy t-shirt (Anderson Learning Academy logo or plain).
- Gym shoes.
- White gym socks.

#### Gym uniform may be worn on gym days only during the school year.

#### THE FOLLOWING ITEMS ARE NOT ALLOWED TO BE WORN IN SCHOOL

- No sunglasses
- ➤ No sandals
- No tank tops or tight fitting tops
- ➤ No sleeveless shirts
- No ieans
- ➤ NO BRAIDS FOR BOYS
- No hoop or dangling earrings (for safety reasons)
- No visible body piercing including band-aids covering piercings
- ➤ No rollers/curlers
- No sagging pants
- No hanging belts
- No visible tattoos
- No jackets
- ➤ No hair glitter/body glitter
- ➤ No key cords
- > No hanging suspenders

- ➤ No combs or picks
- NO HAIR DESIGNS FOR BOYS
- ➤ NO CAPRI PANTS
- No false nails including acrylic, press-on nails, etc.
- Stud earrings (in ears) are acceptable for girls only. Boys may not wear earrings
- No pants may be worn under skirts (for girls). Pants may be worn under skirts in winter only, but must be removed once in school.
- > No hats or other head coverings, including sweatbands and handkerchiefs are permitted.
- ➤ Hair cannot be colored or highlighted any color that is not natural hair color.
- No designs of any kind are permitted in the hair or eyebrows.
- Necklaces must be tucked inside shirts or blouses and must be a reasonable size.

Students are expected to be dressed and groomed in a manner which will not be disruptive to the educational process, constitute a health or safety hazard or violate civil law.

Any clothing or jewelry that is distractive to the learning process is not permitted.

Any student who fails to meet the dress code guidelines may be sent home to retrieve their appropriate uniform.

<sup>\*\*</sup>Final determination of appropriateness of student dress will be made by the school Principal. \*\*

## Anderson Learning Academy



## Parent and Student Handbook

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#### Letter from the President

Dear Parent(s)/Guardian(s),

I want to welcome you and your child to our school. You have made a choice as to where your child is to be educated. We know you had other choices, so we appreciate the confidence you have placed in us, and we believe your choice was a good one.

Anderson Learning Academy. Ensures that your child will receive the maximum resources available, so that Anderson Learning Academy can provide a successful learning environment for your child. We believe that both the school and the parents of our students have the responsibility of educating each child. With Anderson Learning Academy as a partner with parents in this important task; our standards are high, our curriculum is rigorous and our expectations for student behavior and discipline are firm. We believe problem-solving and higher order critical thinking can only occur in a well-ordered, respectful, and disciplined setting. Please review this handbook thoroughly so that you have a thorough understanding the academic and behavioral expectations.

Anderson Learning Academy welcomes parents into our schools and encourages parent volunteer efforts if you are able to do so. We will make every effort to inform you about school activities and you should feel free to contact your child's teacher or the school Principal regarding any questions or concerns you may have.

We look forward to working with you to provide a quality education for your child.

Lindsay D. Brown

Chairman Board of Directors Anderson Learning Academy

#### Parent/Guardian Letter

#### Dear Parent/Guardian:

Before admittance to the Anderson Learning Academy (ALA) **all parents/guardians** are required to read the following statement, read the parent/student handbook outlining school procedures and policies, and sign the Parent/Guardian Agreement form located at the back of the handbook.

There are a number of key points to be made when discussing charter schools, and particularly the Anderson Learning Academy School Corporation:

- 1. Charter schools are funded by public taxpayer money. Thus, they are "public" schools, but fall into a special category. Charter schools are given freedom from certain rules, regulations and policies that other "regular" public schools must follow. This freedom is granted so that some new and innovative directions might be taken and diversity in delivering education to young people might be encouraged. There is a price to be paid for such flexibility however, and that price is strict accountability. Unless charter schools are successful in providing a quality education to students, Ball State University is authorized to close the school down. All students would be forced to go elsewhere; all employees would lose their jobs. Such an action does not happen in the non-charter schools. It is because of these stringent requirements that our charter schools have policies that are strictly enforced.
- 2. Charter schools are schools of "choice." <u>This is a crucial point</u>. There are no laws that require that students come to our schools. Parents/guardians and students <u>choose</u> Anderson Learning Academy as opposed to some other public or private schools. Choosing Anderson Learning Academy also means that parents/guardians and students <u>must understand and accept</u> the overall philosophy of Anderson Learning Academy as well as the academic program, rules, regulations and policies of Anderson Learning Academy.
- 3. Parents/guardians have the <u>major responsibility</u> to instill discipline, respect and academic encouragement in their children. It is the joint responsibility of the parents/guardians as well as the school to encourage good character and good work habits in their children. Likewise, it is the joint responsibility of the school and parents/guardians to support and encourage academic achievement. Responsible parents/guardians are, after all, the first educators and the single most significant element in the mix of factors that result in high academic performance. Thus, parents/guardians who enroll their child(ren) in our schools <u>must</u> be prepared to accept this partnership role. Individuals unable to accept this joint partnership role and adhere to the rules, regulations and policies of Anderson Learning Academy are encouraged to seek other school options and <u>should not</u> enroll their child(ren) in our schools.

We require that parents/guardians sign the form at the end of this handbook which signifies that the policies, rules, regulations and information has been read and that both students and their parents/guardians agree to abide by them. If the form at the end of the handbook is not signed and returned, it will be assumed that you agree upon all policies and statements in this handbook.

STUDENTS WHO DO NOT COMPLY WITH THE POLICIES OF THE SCHOOLS WILL BE REPRIMANDED, AND IF VIOLATIONS OF OUR POLICIES, RULES AND REGULATIONS BECOME CHRONIC, WILL BE EXPELLED.

#### Anderson Learning Academy School Board

Lindsay D. Brown, Chairman

Harold Crawford, Vice Chairman

Migual Patterson, Treasurer

Maureen Duncan, Secretary

Mickey McKenzie, Member

Perry Washington, Member

**School Information** 

Anderson Learning Academy

Principal,

Primary Team Leader,

Intermediate Team Leader,

1210 West 10<sup>th</sup> Street.

Anderson, Indiana. 46016

Phone: (765) 649-7126

Fax: (765) 644-6809

www. Anderson Learning Academy. org

# Anderson Learning Academy

# 2012-2013 School Calendar

# 2012

August 1<sup>st</sup> Teachers Report to Work

August 2<sup>nd</sup> Teachers Work in School

August 15<sup>th</sup> First Day of School

September 3<sup>rd</sup> No School Labor Day

October 19<sup>th</sup> End of 1<sup>st</sup> Grading Period

October 22<sup>nd</sup> 1<sup>st</sup> (3) Three Week Break

November 22<sup>nd</sup> Thanksgiving Break

November 23<sup>rd</sup> Thanksgiving Break

December 24<sup>th</sup> Christmas Break Begins-Regular Dismissal

# 2013

January 7<sup>th</sup> Return to School

January 21<sup>st</sup> MLK Day No School (Make Up Day if Needed)

January 25<sup>th</sup> End of 2<sup>nd</sup> Grading Period

 $January\ 28^{th} \quad \ 2^{nd}\ (3)\ Three-Week\ Break$ 

March 1<sup>st</sup> Spring Break/ 3rd (3) Three-Week Break

May 10<sup>th</sup> End of 3<sup>rd</sup> Grading Period

May 27<sup>th</sup> Memorial Day No School-Regular Dismissal

July 4<sup>th</sup> Independence Day Break No School (2 days)

July 19<sup>th</sup> End of Final Grading Period (30 Day Break)

## **School Hours**

Monday, Tuesday, Thursday & Friday 8:00 am – 3:30 pm

Wednesday 8:00 am - 12:30 pm

## **Enrollment**

## **Entrance Requirements**

To enter kindergarten, a child must be 5 years of age on or before August 1 of the current school year.

## Textbooks, Library Books, Audio/Visual Equipment & Other School Materials



It is the responsibility of Anderson Learning Academy students to return textbooks, library books and any other school materials at the end of the school year in good condition. It is the responsibility of a parent/guardian to instill respect of property in their children. Thus, parents MUST assume responsibility for damage to or loss of any textbooks, library books, audio/visual equipment or other school materials used by their child/children. Replacement costs and/or damage fines will be assessed for any lost or damaged materials. These fines must be paid in full, in cash, before a final report card will be issued, transfer of records sent, or registration accepted for the next school year. The teachers, in conjunction with the School Principal and Team Leaders, will determine these fees.

## **Health Service Information**

#### Health Services

The classroom teacher refers students to the Health Office whenever symptoms indicate the possibility of illness, injury and/or pain. Minor injuries are treated at school.

\*Each child is required to have an emergency Health and Accident form on file. This form requires names and phone numbers of 3 responsible persons being 18 years or older that can be contacted in case the parent/guardian cannot be reached.\*

## Health Concerns

Parents/guardians must keep their child home if the child has any of the following illnesses:

- Head lice
- Fever of 99.6 degrees or higher
- Vomiting
- Acute cold
- Sore throat
- Earache
- Swollen glands

- Severe cough
- Inflamed or red eyes
- Listlessness, weakness, drowsiness and/or flushed skin
- Headache
- A rash or skin eruptions of unknown origin

Children who become ill during the school day will be required to go home – as soon as possible. It is the parent's/guardian's responsibility to either pick up their child or make arrangements for a person listed on their student's emergency list to pick up their child. This <u>MUST</u> be done in a timely manner.

If a child is sick at home or is sent home from school for an illness, they are NOT to return to school until they are free of fever and/or symptoms for a FULL 24 hour period.

Parents/guardians are asked to contact the school regarding any problems concerning their child's health, medications or communicable diseases.

If activities are to be limited after a serious illness or accident, a statement from a physician is required. The statement must indicate the length of time the limitation must be in place.

Children cannot be left in the classroom during recess without a teacher present. <u>All</u> children who attend school are expected to participate in recess. If a child is too sick to go outdoors for fresh air and exercise, the child should be kept at home. Exceptions will be made upon written request from a physician.

## Medication

No medications will be given at school except for those which have been prescribed by a physician and which are needed to maintain the child in school. Any medication that is taken at school <u>must</u> be brought to the nurse's office in a container appropriately labeled by the pharmacy. This label must include the child's name, the prescribing physician's name, the name of the medication with directions (route, dose and frequency), and the pharmacy phone number.

If the student needs to take medication at school, the parent/guardian should bring the medication to school and not send it with their child. The parent/guardian is also responsible for picking up their child's medication if it has been discontinued. If the medication is not picked up in a timely manner, the medication will be thrown away. All medications that have not been picked up at the end of the school year will be thrown away.

Before medications can be given out at school, parents/guardians and the child's physician must complete the required forms. These forms can be obtained from the school nurse's office.

Students may not carry any type of medicines, pills, inhalers and will need a note from the physician to carry these item(s) during the school day. The prescription for the medicine(s) must be on file with the nurse's office, which states that the child needs to keep the medicine with them during the school day.

<u>Please indicate</u> on the Health Survey (that must be completed for every student at the start of the school year) if your child is taking any medications on a regular basis at home.

## Medical Requirements

All children entering kindergarten (or 1<sub>st</sub> grade if the child did not attend kindergarten) and students entering 5<sub>th</sub> grade MUST comply with the physical examination and immunization requirements of the State of Indiana.

Any student who enrolls in school for the first time must also present a physical examination report and record of their immunizations, regardless of the grade they are entering. These students are required to have a physical examination and a record of their immunizations on file no later than the first day of school.

A cumulative health record is kept for every student. In case of a transfer, the child's health record is sent to the new school.

## **Attendance**

### Student Absences

It is the responsibility of the parent/guardian to call the school before 9:00 am if their child will be absent that day, and send with their child with a follow-up note when the child returns to school. If the child is absent and the parent/guardian has not called the school, a staff member of the school will make a reasonable attempt to contact the parent/guardian by phone. **An absent without reason is considered truant.** 

If it is known that a child will be absent for an extended period of time, the parent/guardian should state this information at the time of their 1st call. The parent need not call again if the child is absent during the reported amount of time. If, however, the time is extended, the parent <u>MUST</u> notify the school.

**ALL** students **MUST** present a written excuse after any absence. The written excuse should state the student's name, date of absence(s) and reason for the absence. If a child is absent due to illness **more than three (3) days in a row,** a physician's note stating the illness, the recommendation to stay home and the date the student is allowed to return to school, should be submitted when the child

returns to school. Failure to follow these procedures could result in your child being sent home, which could incur an additional absence.

Students who are absent six (6) or more days per quarter, eleven (11) or more days per semester and twenty (20) or more days per school year, are considered excessively absent. Continued absences may result in the student being retained in that grade. A parent conference will be required after six (6) or more absences in the quarter.

**Excused absences** are recorded for students who miss school because of the following reasons: (Parents are asked to send a note to school with their child to confirm nature of absence)

- Personal illness or quarantine
- Bereavement
- Serious family illness or emergency
- Observance of a major religious holiday
- Other exceptional reasons approved by the Director

Full credit will be given for work assigned by the teacher and completed by the student within a reasonable amount of time after returning to school. If the absence is for any other reason than those listed above, it is considered an unexcused absence and teachers are not required to provide special assistance and homework is still required to be completed.

## **Tardiness**

Tardiness is disruptive to the educational process and is inconsiderate to both teachers and other students; therefore, it is imperative that students are punctual. A student is considered tardy when he/she arrives to class after the bell has rung. The following information will be applicable to all students:

- 3 Tardy Arrivals Within 1 Calendar Month 1) Warning letter sent home to the parent/guardian, 2) Student is sent to the Disciplinarian
- 4 Tardy Arrivals Within 1 Calendar Month 1) Parent conference with Team Leader and/or school Disciplinarian
- 5 Tardy Arrivals Within 1 Calendar Month 1) Detention
- 6 Tardy Arrivals Within 1 Calendar Month 1) In-School Suspension for 1 Day

Continuous Infractions of This Policy May Result In Expulsion

### Early Dismissal

No child is allowed to leave the building or playground during school time unless a parent, guardian or an adult accompanies him from the school. All-day attendance is important for every student, every school day. If it is known in advance that an early dismissal is absolutely necessary, **parents must send a written note to the classroom teacher.** Children who leave early must be picked up in the school office

There will be NO early dismissal after 3:00 pm on Mondays, Tuesdays, Thursdays, and Fridays and NO early dismissal after 12:30 pm on Wednesdays. Once students are dismissed they may NOT reenter the building.

#### Dismissal for Vacation

Children are discouraged from taking vacations or trips during the school year. However, if family trips are unavoidable, the school should be notified several days in advance if at all possible.

Students who are absent over a period of 2 weeks because of extended vacations should not expect to receive homework assignments ahead of time and are at risk of being retained.

## Policy Enforcement

Consistent attendance and on-time arrival at school is an important part of any student's education. Because of its importance, the school Director has the authority to enforce the policy through a variety of methods.

## **Assessment & Promotion**

### Report Cards

Students receive a report card once every ten (10)weeks. It is the responsibility of the students to give their report card to their parent(s)or guardian(s). It is the responsibility of the parent(s) or guardian(s) to sign the report card they have received and observed the report card; then send the report card back to school.

#### Graduation

The students of Anderson Learning Academy MUST meet the following minimum Requirements in 6<sup>th</sup> & 8<sup>th</sup> grade.

- A student must have passing grades in the core subjects of Mathematics, Language Arts, Science and Social Studies. End-of-the-year grades in each subject are determined by averaging each of the ten week (10) grades.
- A student must not receive more than 1 failing grade in any Specials classes (Art, Computer, P.E., Library, and Music).

## Should a student not meet the grade requirements:

He/she can have remediation two (2) hours after school to make up any deficiencies and/or three(3) weeks of remediation during school break.

If a student consistently failed most subject areas in after 3<sup>rd</sup> grading period (February), it is more than likely that he/she will not be able to pass to the next grade.

#### Promotion

The curriculum of Anderson Learning Academy is rigorous. It is the intention of the school to promote preparedness for each child to progress through the grade levels successfully.

Any child who is not prepared to exit a grade level is not permitted to continue on to the next grade until they have attained adequate achievement in their present grade.

Students who receive a final grade of "F" in Reading and/or Mathematics will not be promoted to the following grade.

Student classification is the final decision of the school Director.

## **Grading Scale**

Intermediate  $3_{rd} - 5_{th}$  grade:

100 – 90	A
89 – 80	В
79 – 70	C
69 – 60	D
59 – 0	F

Primary Kindergarten -2nd grade:

- 4 Exceeds Grade Level Expectations
- 3 Meets Grade Level Expectations
- 2 Developing Towards Grade Level Expectations
- 1 Below Grade Level Expectations

## Student Enrichment

#### Homework

Homework is an integral part of the child's educational process. The Core Knowledge Curriculum, used by Anderson Learning Academy, requires student preparation outside of school and is enhanced by a parent's involvement with homework completion.

Homework assignments are a part of each student's grade, therefore, missing assignments must be turned in as soon as possible. Students are also responsible for homework assignments missed during an absence from school (see section on student absences).

Students who do not turn in their homework will lose recess for that day. For grades three (3) through grade eight (8), students missing three (3) homework assignments will be assigned detention. Continual failure to complete or turn in homework assignments on time will result in appropriate consequences determined by the classroom teacher and/or Principal of the school

- Parents may be required to work with their child on special projects and provide materials that can be found in the home.
- Parent/student reading, particularly in the primary grades, is strongly recommended.
- Parents have the responsibility to discuss and check homework assignments on a daily basis with their child.
- Parents have the responsibility to review and sign their child's Homework Folder sent home every Thursday in order to be informed about current units of study, their child's progress, etc.

## Field Trips

Cultural and educational field trips are scheduled during each school year. Field trips are planned to enhance your child's educational process and must be relevant to what is being studied at the time the field trip is planned. Field trips are scheduled on school days and are, therefore, not optional.

Permission slips from parents/guardians must be signed and returned to the classroom teacher before a student may participate in a field trip.

Chaperones - The ratio of chaperone to student is:

- Kindergarten  $2_{nd}$  grade: 1 parent/guardian for every 6 students
- $3_{rd} 5_{th}$  grade: 1 parent/guardian for every 10 students

Although each chaperone is directly responsible for their group of students, the class as a whole should stay together at all times during a field trip. Chaperones, alone or with their group, should not separate from the rest of the class at any time for any reason. Each group will follow the same set of rules. Team Leaders will provide a brief outline of the guidelines to chaperones before the trip. Any questions regarding the rules and responsibilities should be directed to the Team Leader.

Dress Attire - Students attending a field trip are required to wear their complete ALA uniform, unless otherwise noted in the field trip/permission slip sent home to parents prior to the field trip.

Refunds - FIELD TRIP PAYMENTS ARE NON-REFUNDABLE

## Athletic Program

It is our belief that a child's participation in athletics is important in the development of character, teamwork, self-discipline, healthy living, integrity, respect for others and positive, competitive behavior.

Inter-school athletic competition is offered for grades 4th and 5th only. Any inter-school competition for grades lower than 4th must be recommended by the school Principal for approval.

## Expectations:

- 1. The athletic program(s) will not interfere/disrupt the academic programs of the school. Early dismissal, excused from classes or "away" games during school hours will not be permitted.
- 2. The student athlete must show respect for coaches, team members, opponents and the officials of the sport. The athlete is also expected to demonstrate respect toward the spectators and play by the rules of the game.
- 3. The athlete must be present and on time for all practices and games. It is the responsibility of the athlete to notify the coach if he/she is unable to attend a practice or a game.
- 4. The athlete is expected to return his/her uniform in good, clean and reusable condition.

Blatant disrespect and disregard of the expectations mentioned above will result in limited or revoked playing time and the potential withdrawal of the student from the athletic team and competition.

## Responsibilities:

- A student must have parental approval to participate on the team. A permission slip will be sent home to parents/guardians at the beginning of the athletic season.
- A student must have a physical exam and be in good physical health according to a licensed physician prior to joining the team. The physician's statement must be presented to the school Director.
- A student must be in good academic standing upon joining the team (a minimum of a "C" average in all courses) and maintain a "C" average in all classes for the duration of the athletic season. A grade of "D" or "F" in any class will automatically make the student ineligible.
- All students participating in the athletic program must present a grade verification form (provided by the coach of the team) at the end of each grading period, to each of their teachers for a signature.
- Any student who has incurred a category II discipline violation will not be able to participate on the team. A student may request to be reinstated for the following Approval must be given to a student by the school principal.

## Technology Acceptable Use Policy

## Purpose of Use

Through technology, Anderson Learning Academy provide access for students and staff to resources from around the world. Expanding technologies take students and staff beyond the confines of the classroom, and provide tremendous opportunities for enhancing, extending, and rethinking the learning process. This new capability, however, requires guidance for students and staff use.

## The Opportunities and Risks of Technology Use

Anderson Learning Academy believe that the value of information and the opportunity for interaction that technology offers outweighs the hazards of its misuse. Making network access available, however, carries with it the potential that some network users will encounter sources that could be considered controversial or inappropriate. Because information on networks is ever changing and diverse, the school cannot completely predict or control what users may or may not locate when online. Technology provides a conduit to information: the users must be wary of the sources and content and be responsible in choosing information to be accessed.

No technology is guaranteed to be error free or totally dependable, nor is it safe when used irresponsibly. Among other matters, Anderson Learning Academy is not liable or responsible for:

- 1. Any information that may be lost, damaged, or unavailable due to technical, or other difficulties:
- 2. The accuracy or suitability of any information that is retrieved through technology
- 3. Breaches of confidentiality.
- 4. Defamatory material.
- 5. The consequences that may come from failure to follow Anderson Learning Academy policy and procedures governing the use of technology.

## **Privileges of User**

Users may access technology for educational purposes only. Exercising this privilege requires that users accept the responsibility for all material viewed, downloaded, and/or produced. Users will need to evaluate the validity of materials accessed through technology and cite their resources when appropriate.

The actions of users accessing networks through Anderson Learning Academy reflect on our organization. Users must conduct themselves accordingly by exercising good judgment and complying with this policy and any accompanying administrative regulations and guidelines.

## Definition of Acceptable Use

Users will:

- Adhere to the rules of copyright and assume that any software that they did not create is copyrighted (unless it is labeled "freeware" or "public domain");
- Adhere to the licensing agreements governing the use of shareware; note that electronic mail is not guaranteed to be private;
- Be responsible at all times for the proper use of their access privileges and for complying with all required system security identification codes, including not sharing such codes;
- Maintain the integrity of technological resources from potentially damaging messages, physical abuse, or computer viruses;

- Respect the rights of others to use equipment and therefore use it only for school related activities.
- Treat all computers, printers, cameras, and other electronic hardware and software with great care.
- Abide by the policies and procedures of networks and systems linked by technology, protect the privacy of other users and the integrity of the system by avoiding misuse of others' files, equipment, and programs.

## Users will not:

- Use offensive, obscene, inflammatory or defamatory language.
- Harass other users.
- Misrepresent themselves or others.
- Violate the rights of others, including their privacy.
- Access, download, and/or create pornographic or obscene material.
- Use the network for personal business or financial gain.
- Vandalize data, programs, and/or networks.
- Degrade or disrupt systems and/or equipment.
- Damage technology hardware and/or software.
- Spread computer viruses.
- Gain unauthorized access to resources or entities.
- Violate copyright laws.
- Damage computers, printers, cameras, or other hardware.
- Use technology for illegal activities.
- Reveal their name, personal address or phone number, or those of other users without parental permission.

## Right to Monitor

Anderson Learning Academy as providers of the technology, email, and Internet access, have the right to monitor any and all use of the system. Any individual right of privacy is superseded by the school's need to maintain its system.

## **Penalties for Improper Use**

If users of the technology do not follow the rules of Acceptable Use, their privileges may be taken away according to the following guidelines:

## Level 1: Loss of use of computer privileges specified by the teacher.

Student(s) who do not follow the directions of teacher(s) regarding Internet, programs, or use of hardware will lose use of computer privileges for one month.

## Level 2: Loss of use of computer privileges for one month.

Student consistently does not follow directions of teacher(s) regarding Internet, programs, or use of hardware, or student damages hardware due to carelessness.

Level 3: Loss of computer privileges for 3 months to entire academic year. Student destroys files, any form of another person's work, OR Student views or prints a sexually explicit, offensive site OR Student views or prints other inappropriate material, OR Student destroys hardware intentionally, OR Student destroys hardware beyond repair.

Level 4: Incurs the cost of repair or replacement of computer.

Cost of repair or replacement of computer if a student breaks the computer intentionally or unintentionally will be responsible to the parent(s)/guardian(s) of the student(s).

Please read and sign with your child the "Student Technology Rules Contract" at the end of this handbook. The signed contract MUST be brought in and given to your child's teacher the 1st week of school. If the contract is not returned to school the 1st week your child will not be able to use any technological equipment in the school.

## General Information

#### Cell Phones and Other Electronic Devices





Cell phones that are brought to school <u>MUST</u> remain in the off position during school hours, <u>MUST</u> be turned into the school's Main Office. If a cell phone is not turned in and is seen by any school personnel it will be taken away and returned to the student at the end of the school day. *The school claims no liability for any lost or stolen cell phones.* All other electronic devices are not to be brought to school. This includes "Game

Boy" etc. Parents are urged to help children understand why these items are not to be brought to school and why. If any electronic devices are brought to school they will be taken away and returned to the student at the end of the school day. If there is a repeated violation of the cell phone policy, the incident will be treated as a Category II offense.

## Articles Not To Be Brought To School

Objects which create a safety hazard or which interfere with school procedure should not be brought to school. Undesirable objects will be confiscated if brought to school without the teacher's permission. Any money sent to school with your child should be kept to a minimum. The school is not responsible for any money that is sent to school with your child.

## Marking Clothing

Articles of clothing, boots, tennis shoes and lunch boxes should be marked with the child's name, and grade, or room number so they may be returned if lost.

## Personal Appearance

Students are expected to be dressed and groomed in a manner, which will not be disruptive to the educational process, constitute a health or safety hazard or violate civil law.

#### NO BRAIDS FOR BOYS

#### NO HAIR DESIGNS FOR BOYS

## **Uniform Dress Code**

It is our belief that good dress and work habits reflect a proper school attitude. Students are required to be in proper dress code during school hours and on field trips unless otherwise notified. Students who do not comply with the dress code will face consequences set by our school discipline policy.

#### Girls:

- Plaid (burgundy and brown) jumper (grades K-3)
- Plaid (burgundy and brown) skirt (grades 4-5)
- Jumper or skirt should be KNEE LENGTH or fall just below the knees
- Navy docker style dress pant worn with a plain belt
- Pants must be properly hemmed at shoe level and not dragging the floor
- burgundy or light brown collared polo or blouse (short or long sleeved). NO Tshirts
- burgundy cardigan sweater or vest
- Solid brown knee length, uniform shorts may be worn from August 17 September 30
  - May 1 End of school year
- Solid color burgundy, white or brown tights or socks
- burgundy or light brown turtleneck acceptable in winter
- BLACK, BROWN, NAVY BLUE DRESS UNIFORM SHOES
- GYM SHOES ONLY ON GYM DAYS

## Boys K-8:

- Brown docker style dress pants worn with a plain belt.
- Pants must be properly hemmed at shoe level and not dragging the floor
- Burgundy or brown collared polo (short or long sleeved). NO T-Shirts
- Shirts MUST be properly buttoned and tucked into pants.
- Burgundy cardigan sweater or vest.
- Solid Brown, knee length, uniform shorts may be worn from August 17 September 30
  - May 1 End of school year

- Solid color socks.
- Burgundy or Brown turtleneck acceptable in winter.
- BLACK, BROWN, NAVY BLUE DRESS UNIFORM SHOES.
- GYM SHOES ONLY ON GYM DAYS.

## Gym Uniform:

- Burgundy sweats or shorts (sweat pant legs must be worn at ankle length).
- burgundy t-shirt (Anderson Learning Academy logo or plain).
- Gym shoes.
- White gym socks.

## Gym uniform may be worn on gym days only during the school year.

## THE FOLLOWING ITEMS ARE NOT ALLOWED TO BE WORN IN SCHOOL

- ➤ No sunglasses
- ➤ No sandals
- No tank tops or tight fitting tops
- ➤ No sleeveless shirts
- ➤ No jeans
- ➤ NO BRAIDS FOR BOYS
- No hoop or dangling earrings (for safety reasons)
- No visible body piercing including band-aids covering piercings
- ➤ No rollers/curlers
- No sagging pants
- ➤ No hanging belts
- ➤ No visible tattoos
- No jackets
- > No hair glitter/body glitter
- ➤ No key cords
- > No hanging suspenders

- No combs or picks
- > NO HAIR DESIGNS FOR BOYS
- ➤ NO CAPRI PANTS
- No false nails including acrylic, press-on nails, etc.
- Stud earrings (in ears) are acceptable for girls only. Boys may not wear earrings.
- No pants may be worn under skirts (for girls). Pants may be worn under skirts in winter only, but must be removed once in school.
- No hats or other head coverings, including sweatbands and handkerchiefs are permitted.
- Hair cannot be colored or highlighted any color that is not natural hair color.
- No designs of any kind are permitted in the hair or eyebrows.
- Necklaces must be tucked inside shirts or blouses and must be a reasonable size.

Students are expected to be dressed and groomed in a manner which will not be disruptive to the educational process, constitute a health or safety hazard or violate civil law.

Any clothing or jewelry that is distractive to the learning process is not permitted.	
Any student who fails to meet the dress code guidelines may be sent home to retrieve their appropriate uniform.	
**Final determination of appropriateness of student dress will be made by the school Principal .	*
Uniforms are available for purchase through:	
1 Walmart	
2. Sears	
3. "Meijer	
4. J. C.Penny Hamilton Commons Exit 10 off Interstate 69.	

5. Various on line Stores.

# Policy Enforcement

## Policy Statement

Anderson Learning Academy, is responsible for establishing and carrying out the following discipline policy. Anderson Learning Academy wishes to ensure that the school environment is safe for all students. Furthermore, Anderson Learning Academy believes all students to accept full responsibility for their actions and behavior.

## ALA Discipline Code

Anderson Learning Academy expects all students to conduct themselves in a socially responsible manner. Disciplinary measures are used to maintain a safe and orderly school environment that promotes Anderson Learning Academy's philosophy of providing a quality education for all students.

This discipline code applies to the actions of students during school hours, before and after school, while on school property, at all Anderson Learning Academy sponsored events and when the actions affect the mission of Anderson Learning Academy; students may also be subject to discipline for serious acts of misconduct, which occur either off-campus or during non-school hours, when the misconduct disrupts the orderly educational process at Anderson Learning Academy.

Each discipline case will carry its own merit and will be adjudicated according to the facts accompanying the case. Anderson Learning Academy's staff shall consider all mitigating circumstances prior to disciplinary action. Mitigating circumstances shall include, but are not limited to, the following:

- Age, health, maturity and academic placement of a student
- Prior conduct
- Attitude of a student
- Cooperation of parents
- Willingness to make restitution
- Seriousness of offense
- Willingness to enroll in a student assistance program

In some cases the school's administrative personnel may deem public service a necessary component of the disciplinary action. Public service may include, but is not limited to: repairing or cleaning property damaged as a result of the offense(s); participating in landscaping, gardening and/or other projects aimed at beautifying school property or the community; and/or providing services that improve the quality of life for community members.

Each category of offense listed below has a minimum and maximum disciplinary action associated with it. After considering the actual disciplinary violation and factors such as those listed above, ALA staff shall determine the disciplinary action within the minimum/maximum range to which the student shall be subjected.

#### CATEGORY I

These acts of misconduct include, but are not limited to, the following:

- Running and/or making excessive noise in the hall, school building or premises
- Violating the dress code
- Persistent tardiness to school or class

Students who commit any of these acts are subject to an after school detention, as a result of a 1st offense and may, as a result of repeated violations and depending on the circumstances, be subject to an in-school suspension. As a supplement and/or alternative to suspension, school staff may require students to complete between 1 and 8 hours of public service as commensurate with the seriousness of offense(s).

#### CATEGORY II

These acts of misconduct include, but are not limited to, the following student behaviors that disrupt the educational process at Anderson Learning Academy:

- Excessive truancy (absence without just cause)
- Use of profane, vulgar or obscene words, gestures or other actions which disrupt the school environment or are disrespectful
- Insubordination (refusal to follow orders, directions or stated school rules)
- Participation in acts designed to disrupt classroom or school activities
- Repeated failure to follow state school rules and procedures
- Smoking on school property
- Acts that obstruct or interrupt the instructional process in the classroom
- Repeated refusal to participate in classroom activities or complete academic assignments
- Visible carrying of cell phones, pagers or other electronic devices
- Leaving the classroom without permission
- Cheating
- Plagiarism
- Bullying, including verbal harassment
- Initiating or participating in any unacceptable minor physical actions against another student
- Disrespect of school staff members
- HORSEPLAY

Students who commit any of these acts are subject to an after-school detention, and/or an in-school suspension as a result of a 1<sub>st</sub> offense and may, as a result of repeated violations and depending on the circumstances, be subject to the maximum penalty of a 5 day out-of-school suspension and teacher-parent conference. As a supplement and/or alternative to suspension, school staff may require students to complete between 3 and 12 hours of public service as commensurate with the seriousness of offense(s).

REPEATED VIOLATIONS OF CATEGORY II MAY RESULT IN STUDENTS SERVING MANDATORY SATURDAY SCHOOL.

#### **CATEGORY III**

These acts of misconduct include those student behaviors that very seriously disrupt the orderly educational process in the classroom, in the school, and/or on the school grounds. These acts of misconduct include, but are not limited to, to following:

- Fighting or threatening any student or staff member
- Assault on a student or any school employee (assault is interpreted as an attempt to do bodily harm to a student or to any staff member)
- Persistent refusal to follow stated school rules and procedures
- Arson
- Destruction of property/graffiti
- Creating a false fire alarm
- Repeated Category I and Category II offenses
- Possession of weapons
- Any act that endangers the safety of the other students, teachers or any school employee
- Theft
- Trespassing
- Involvement in gang activity
- Sex violations/sexual harassment
- Use, possession, sale or delivery of alcohol, illegal drugs, narcotics, controlled substances, contraband or look alike contraband/drugs

Students who commit any of these acts are subject to a maximum 10-day, out-of-school suspension teacher-parent conference, depending on the circumstances, be subject to the maximum penalty of expulsion and involvement of law enforcement. As a supplement and/or alternative to suspension or expulsion, school staff may require students to complete between 6 and 30 hours of public service as commensurate with the seriousness of offense(s).

#### SUSPENSION AND EXPULSION

When a student's misconduct results in the need to suspend or expel a student, the following procedures shall be followed:

**A. Suspension Not Exceeding 10 School Days:** Students suspended for 10 days or less shall be afforded due process in the following manner:

The student shall be given oral or written notice of the charges against him/her, an explanation of the basis for the accusation, and a chance to present his/her version of the incident.

**B. Suspension In Excess of 10 Days and Expulsion:** Students suspended for more than 10 school days and/or expelled as a result of gross disobedience or misconduct shall be afforded due process in the following manner:

Anderson Learning Academy will request that the student's parents or guardian appear before the Charter School Board, an appointed hearing officer, or a Board representative. Such requests will be made by registered or certified mail and state the time, place and purpose of the meeting. In addition to advanced written notice of the hearing, the student shall be afforded sufficient time to prepare for the hearing, the right to be represented by counsel, the right to present evidence and witnesses and school personnel. The expulsion hearing need not take the form of a judicial or quasi-judicial hearing. In no event shall a hearing be considered public. Further, at the discretion of the Board, the hearing may be closed to those individuals deemed advisable, except the student, the student's parents or guardians, the student's attorney, at least 1 school official, and Board's attorney at all times. Witnesses shall be admitted to a closed hearing to the extent necessary to testify. Anderson Learning Academy School Board will make the final decision on expulsion.

#### PROCEDURAL DISCIPLINE GUIDE FOR STUDENTS WITH DISABILITIES

The school director may suspend students with disabilities for disciplinary reasons and cease educational services for up to 10 consecutive or 10 cumulative school days in 1 school year without providing special education procedural safeguards. When school staff anticipates a recommendation to an alternative school, a referral for expulsion, or anticipates that suspensions may exceed 10 cumulative school days, the following regulations apply.

1. Anderson Learning Academy staff must provide written notice to the parent or guardian that a disciplinary action is being considered and the date of an Individualized Education Program (IEP) meeting, which must be held within 10 days of the date of misconduct

#### 2. The IEP team must:

A. Determine whether the misconduct is related to the student's disability by reviewing evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP and placement. The behavior is not a manifestation of a student's disability if:

- 1) The student was given appropriate special education supplementary aids and intervention strategies.
- 2) The disability does not impair the ability to control behavior.
- B. Review and revise, if necessary, the behavior intervention plan or, as necessary develop a functional behavior assessment and intervention plan to address the misconduct.
- C. Include in the IEP those services and modifications that will enable the student to continue to participate in the general curriculum and address the behavior so that it will not recur.
- D. Determine the appropriateness of an interim educational setting.

If the student's behavior is not a manifestation of the disability, school staff may apply the discipline code, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, the student's placement may be changed to an appropriate interim educational setting for 45 days if the student carried a weapon to school or to a school function, knowingly possessed or used illegal drugs, sold or solicited the sale of a controlled substance while at school or at a school function, or is substantially likely to cause injury to himself/herself or others.

Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative education setting.

New federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by Anderson Learning Academy staff with of Due Process is necessary. The current procedures limiting suspensions from disabled students to 10 days in a school year will continue to apply.

## Parent Involvement

Parents are more than welcome to come and visit their child's school, however, visits to your child's classroom must be scheduled with the Principal and classroom teacher. The visit should be at a time and of such a nature as to present no interruption of the teaching/learning process. This procedure is necessary to prevent the disruption of classroom learning.

ALA Parent University
Improving Educational Outcomes
For
Our Children

The mission of Parent University is to Educate, Inspire, and Empower, parents to assist their children in their educational pursuit.

The ALA team understands that children's potential for learning increases when parents show an interest in their education. The research overwhelmingly indicates that parent involvement not only positively affects student achievement, it contributes to higher quality education and better performance of schools overall. Yet both schools and parents struggle with how to make that involvement happen. The U.S. Department of Education reports that the rate of parent involvement drops to 55 percent by the time children reach age 14, and it continues to drop as children progress through high school. (Lance Armstrong Foundation)

ALA holds to an open door classroom policy for parents. This means that parents can visit their kids at school and in their classrooms if their visit does not interfere with the educational flow of the children. When parents come to visit their children at school they must first stop by the office to sign in and receive a school pass. Office personal will check with the teacher in the child's class to make sure that parent's visit will not interfere with what is taking place in the class.

As a part of our circular approach to education, ALA has developed the "Parent University" as the medium through which we are involving parents in the educational process of their children, while pursuing their own educational goals. The Parent University (Parent U) is designed to promote adult education through preparing parents to take and pass the GED, student involvement helping parents understand the teacher/parent relationship and what kinds of information would be helpful for parents to know about their child's educational process, and to increase parent child interaction through relationship building education.

## Parent Involvement Opportunities

General Education preparation (GED) (PTC) > Attending Parent Teacher Conferences

Classroom volunteer

> Special events; literacy nights, field trips...

- > Attending school board meetings
- > Traffic patrol

Parents enrolled in the GED preparation class and attending two or more classes per week satisfies the volunteer requirements.

## Parent Requirements

1 student 7 volunteer hours annually

2 students 14 volunteer hours annually

3+ students 20 volunteer hours annually

Anderson Learning Academy and Parents > A 3 hour introductory session on ALA education to help parents understand ALA approach to education. The session will count as 5 hours toward volunteer hours.

## **Notification of Rights under FERPA**

for elementary and secondary schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School principal [or appropriate school official] a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate.

Parents or eligible students may ask the School to amend a record that they believe is inaccurate. They should write the School principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it is inaccurate. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without con-sent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School District to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, DC 20202-5901

# **Anderson Learning Academy**

# Photograph Release Form

**Please note: Each child needs	s to have a form. If you	have more than 1 child, fi	ll out a separate form.	Additional
forms can be obtained from the so	chool office. **			
Student's Name:		Date of Birth:		
Teacher's Name:				
I,	en of my child. I author ag Academy without time	ize the use of these photo e restriction of such pictur	graphs for the genera es or any portion ther	l purposes as reof. I further
Parent's/Guardian's Name (Pleas	e Print):			
Signature:		Date:		
Relationship to Student:				
Address:				
City:	State:	Zin Code:		

# Parent/Guardian School Agreement Form

# Please sign your initials on the lines following each section title from the Parent-Student Handbook.

We have read and understand the information contained in the sect	non titled:
	Parent/Guardian
Parent/Guardian Letter	
School Hours	
Enrollment	
Health Service Information	
Attendance	
Assessment and Promotion	
Student Enrichment	
Technology Acceptable Use Policy	
General Information (Cell Phone & Uniform Guidelines)	
Policy Enforcement	
We have read the Parent-Student Handbook and agree that we will Anderson Learning Academy. We fully understand that non-adhere children enrolled in the schools or by their parent(s) or guardian(s)	ence to these rules, regulations and policies by
Signature of Parent/Guardian:	Date:
Name of Student:	

# Anderson Learning Academy Student Technology Rules Contract

Rules for using the Internet and E-mail help everyone. By following the rules, everyone can use the Internet, computers and other related hardware to learn more about the world and communicate with others. Only students who follow these rules may use the Internet, computers and other related hardware and telecommunication tools. Using the above listed tools are a responsibility and a privilege, not a right.

Teachers may view any student communication at any time in order to support the student's development as a responsible citizen.

Students are responsible for thoughtful, considerate behavior on computers as they are for their general classroom behavior.

## Do

- ❖ Access educational material with teacher permission.
- Send appropriate messages and pictures with teacher permission.
- ❖ Use polite language on-line and be kind to others.
- Protect computers, computer systems or computer networks.
- ❖ Follow copyright laws.
- ❖ Treat all hardware with great care.
- Use your own identity, work, mail, files and folders with teacher permission.
- Protect limited technology-related resources.
- ❖ Keep personal information private.

## Do Not

- ❖ Access non-educational material or use the network for personal purposes
- Send or display offensive messages or pictures.
- **.** Use obscene or inappropriate language.
- ❖ Harass, insult, or attack others.
- Damage computers, computer systems, or computer networks.
- ❖ Break copyright laws.
- \* Treat hardware carelessly or roughly.
- Misrepresent yourself or trespass in and/or modify user's folders, mail, work, or other files
- Waste limited resources.
- ❖ Give out personal information.

Teachers and Directors will decide on the educational value of any electronic material. They will determine the proper action to take with students who do not follow these rules.

I agree to follow these rules and to use the Internet, computers an responsible way to further my education.	d other related hardware in a
Student Signature	Date
Print Name	
Parent Signature	Date
Print Name	
Note: Students in grades 3-8 will be asked to sign the technolog signed contracts on file will be permitted to use the school comp	•

# Transportation Plan and Policy

The policy regarding transportation of Anderson Learning Academy will be that the parent's/guardians will have the sole responsibility to transport the students to and from school.

## Food Service Plan and Policy

Anderson Learning Academy has contacted the Archdiocese of Chicago who is a non-profit nutrition agency. The Archdiocese of Chicago is a sponsor of the National School Lunch Program that is recognized by the United States Department of Agriculture as a School Food Authority, that able them to not only provide food service, but also administer all aspects of the NSLP. Their licensed registered dietitians and professional chefs design child friendly cost-effective menus that emphasize on fresh fruits and vegetables, low-fat dairy products, lean meats and whole grains, while minimizing sugar, saturated fats and trans frats, meeting or exceeding the guidelines of the NSLP. The Archdiocese of Chicago also will preform all of the school's requirements as a School food Authority, including issuing, reviewing and approving applications for free & reduced meals, monitoring meal counts and claiming for meals served, and setting prices for children who pay similar to free meal reimbursement rates. They also will ensure that Anderson Learning Academy will receive all the funding for which our school qualifies pertaining to the food service policy. With the Archdiocese FSP managing all aspects of Anderson Learning Academy food service program our teaching staff and school personnel can have the ability to focus on education and not worry about the mandates and complications of the NSLP.

The Archdiocese FSP service also will provide ALA with all the necessary kitchen designs, drawings and specifications, and then the upfront money to purchase and install all the necessary kitchen equipment for an adequate lunch cafeteria.

The Anderson Learning Academy Board of Directors policy on food services is as follow.

## 1. Purchasing

- Help clients with purchasing of the equipment required to outfit the school kitchen.
- Vendor to purchase all equipment on behalf of the school.
- Vendor is then repaid utilizing the funds generated by the operation of the school's cafeteria via a monthly equipment expense charge.
   This charge is generally calculated straight-line-over a three-year period at zero percent interest cost to the school.
- Amounts generated that exceed such planned repayment may be applied to the outstanding balance or remitted back to ALA.
- Issue bids for products that are required by NSLP regulatory.
- Commodity ordering, storage & delivery w/purchasing

## 1. NSLP Accountability

- Student NSLP application processing & review for free & reduce status
- Daily monitoring of NSLP menus to ensure nutritional compliance

- Daily monitoring of meal service by type (free, reduced & paid) and number
- Order & deliver USDA commodities
- Coordination of NSLP audits & reviews
- Accumulate necessary data and file all claims for NSLP reimbursements
- File annual AFR w/ISBE for food service ops

## 2. Operations

- Operations oversight, sanitation, HACCP, menu planning, etc.
- Nominal cost for use of catering equipment after school hours
- Free labor on on-site equipment service

## 3. Accounting

- Generate statements that present result of food service operations
- Process all invoices for food purchases

## 4. Human Resources

- Personnel must be employees of vendor
- Personnel must be from the community of the school
- Payroll Processing
- Arrange for substitutes when needed in food service
- Benefits administration
- File all applicable taxes & reports

## 5. Insurance

- Provide product and general liability

## **Assessment & Promotion**

## Report Cards

Students receive a report card once every ten (10)weeks. It is the responsibility of the students to give their report card to their parent(s) or guardian(s). It is the responsibility of the parent(s) or guardian(s)

to sign the report card they have received and observed the report card; then send the report card bac to school.

## Graduation

The students of Anderson Learning Academy MUST meet the following minimum Requirements in 6<sup>th</sup> & 8<sup>th</sup> grade.

- · A student must have passing grades in the core subjects of Mathematics, Language Arts, Science and Social Studies. End-of-the-year grades in each subject are determined by averaging each of the ten-wee grades.
  - $\cdot$  A student must not receive more than 1 failing grade is any special classes (Art, Computer, P.E. Library, and Music).

## Should a student not meet the grade requirement:

He/she must attend remediation two (2) hours after school to make up any deficiencies and/or three(3) weeks of remediation during each school break.

If a student consistently failed most subject areas in after 3<sup>rd</sup> grading period (February), it is more than likely that he/she will not be able to pass to the next grade.

## Promotion

The curriculum of Anderson Learning Academy is rigorous. It is the intention of the school to promote preparedness for each child to progress through the grade levels successfully.

Any child who is not prepared to exit a grade level is not permitted to continue on to the next grade unt they have attained adequate achievement in their present grade.

Students who receive a final grade of "F" in Reading and/or Mathematics will not be promoted to the following grade.

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Student Classification is the final decision of the school Director.

# Detailed Anderson Learning Academy Start-Up Plan 2011 - 2012

TASK	AREA OF REVIEW	DOCUMENTATION/PERSON/POS	INITIATION OF	COMPLETION OF
		ITION RESPONSIBLE	TASK Date	TASK DATE
I. Governance/Management				
	Permanent head(s) of school named and providing	Board of Directors and	January 2012	May 2012
	leadership- Principal	Education Consultant		
	Key leadership roles filled- Team Leaders,	Board of Directors and	January 2012	May 2012
	Administrative	Education Consultant		
	Administrative staff contracts	Education Consultant	May 2012	July 2012
	Criminal Background Checks	Board Directors and Consultant	January 2012	August 2012
	School has adopted proper internal financial and accounting controls	Board of Directors	December 2011	February 2012
	Advertising and Public Relations	Board of Directors and	January 2012	March 2012
		Education Consultant		
II. Accountability				
	Testing materials are secure and in place	Teams Leaders	June 2012	July 2012
	Policy for collection of baseline data and school indicators in place	Team Leaders	July 2012	August 2012
	State and federal requirements for reporting student level data in place	Team Leaders	July 2012	August 2012
III. Operations and Policies				
	School Safety and Emergency Plan	Dean of students	June 2012	August 2012
	Arrangements for health services, screenings, and immunization records have been made	Madison County Community Health Center	June 2012	August 2012
	Food services arrangement will be made	Dean of Students	June 2012	August 2012
IV. Personal				_
	National Criminal Background check for all staff and volunteers	Principal	May 2012	August 2012
	Administrative Staff Contracts complete	Principal	June 2012	August 2012
	Teaching staff holds Indiana teaching licenses	Principal	July 2012	August 2012
	Liability Insurance in place	Board of Director	February 2012	July 2012
	Retirement benefits are in place for appropriate staff	Board of Director	February 2012	July 2012
V. Curriculum and Instruction			,	,
	A Comprehensive Special Education Plan	Special Education Consultant	May 2012	August 2012
	Instructional materials and supplies	Team Leaders	April 2012	August 2012
	Develop class schedules	Team Leaders	July 2012	August 2012

VI. Students and Parents				
	Recruiting and admission process for school year in	Education Consultant	January 2012	February 2012
	place before recruiting starts			
	Enrollment process of students	Principal and Education	March 2012	June 2012
		Consultant		
	Collection process of students prior school records	Administrative Assistant	June 2012	August 2012
	and secure storage in place			
	Students roster developed	Administrative Assistant	July 2012	August 2012
	Student electronic record keeping process in place	Administrative Assistant	July 2012	August 2012
	All student policies and student handbook ready for	Administrative Assistant	July 2012	August 2012
	distribution			
VII. Facilities, Furnishings, and				
Equipment				
	Physical Plant Site purchased or lease	Board of Directors	December 2011	January 2012
	Building Renovations	Board of Directors	January 2012	July 2012
	All Required Zoning Permits Have Been Obtained	Board of Directors	January 2012	July 2012
	All Required Building Use Permits Have Been	Board of Directors	January 2012	July 2012
	Obtained			
	All Required Land Use Permits Have Been Obtained	Board of Directors	January 2012	July 2012
	State Board of Health Inspection	Board of Directors and Principal	July 2012	August 2012
	State Fire Marshall Inspection	Board of Directors and Principal	July 2012	August 2012
	Local Fire Department Inspection	Board of Directors and Principal	July 2012	August 2012
	Local Building Inspection	Board of Directors	January 2012	August 2012
	Certificate of Occupancy	Board of Directors	January 2012	August 2012
	License from County Health Department (FOOD)	Principal and Dean of Students	July 2012	August 2012
VII. Financial Post Opening				
	PCSP Grant Proposal	Finance Committee	December 2011	February2012
	CPA Statement	Board of Directors	July 2012	August 2012
			<u> </u>	