

**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>***

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## A. Information Sheet

### 1. School Information

Proposed Name of Charter School Summit Academy of Vigo County, Inc.

Proposed Location (School District) Vigo

Planned Enrollment and Grades	Grades Served	Proposed Enrollment
Year 1	K-12	70
Year 2	K-12	80
Year 3	K-12	90
Year 4	K-12	100
Year 5	K-12	110

Desired School Opening Date \_\_\_\_\_ August 14, 2012

### 2. Proposed Affiliations

Educational Management Organization (if any) N/A

Public Contact Info (Name & Phone #) N/A

### 3. Lead Applicant Contact Information

Lead Applicant Name Michele Madley

Mailing Address 6401 S US Highway 41

City Terre Haute Zip Code 47802

E-Mail Address michele.madley@gibault.org

Primary Phone # 812-298-3137

Secondary Phone # 812-230-2203

Lead Applicant Media Contact Phone # 812-298-3137

Signature

Michele R Madley

### Submit Completed Proposal to:

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

## B. Application Summary

### 1. Charter School Name

Summit Academy of Vigo County

### 2. Charter School Location

6401 S US Hwy 41 Terre Haute IN 47802 Vigo Co District

### 3. Anticipated Opening Date

August 14, 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	K-12	70
Year 5	2017	K-12	110

### 7. Applicant(s)

Name	Bio
Cary Molinder	Cary Molinder, Principal of Gibault Inc., has over 20 years of teaching experience and five years as a School Administrator. He obtained a B.S. in Physical Education and General Science in 1988 and a Biology Teaching Minor in 1991. He obtained his M.Ed. Educational Administration and Supervision license in 2007. He earned the Father Gibault Award, for Outstanding leadership and service in March 2008. During Cary's years of service as a teacher, he was awarded the Indiana Department of Natural Resources, Hoosier River watch Equipment grant to test water quality of nearby Honey Creek in Terre Haute Indiana. Mr. Molinder will aid the charter school in the development and administration of the day to day operations.
Robin Shamsaie	Robin Shamsaie, School/Clinical Psychologist has over 20 years of experience in the field of Human Services with an emphasis on adolescents with emotional, behavioral and educational difficulties. Robin holds a Ph.D. with licensure to work with individuals in school and clinical settings. Robin obtained a B.A. in Psychology from DePauw University, a M.S. and Ph.D. in counseling,

	<p>school Psychology. Robin has extensive experience in clinical treatment, EH classroom intervention, group, individual and psychological testing, as well as management and supervision. Robin has a successful private practice in Terre Haute Indiana.</p>
Michele Madley	<p>Michele Madley, Vice President of Gibault Inc., has over 16 years of experience in the field of Human Services with an emphasis on program development, administration and clinical services for child/adolescents. She has obtained a Masters of Science, Agency Counseling Degree and is a Licensed mental Health Counselor (LMHC) with Certification as a Cognitive Behavioral Therapist (CCBT) certification. Ms. Madley's knowledge of program development and administration will aide the charter school in the development of services required to address the special needs of our students.</p>
Rob Sturm	<p>Rob Sturm, Director of Residential Operations, Gibault Inc, has over 13 years of experience in the field of Human Services and Education with an emphasis on program development and administration. Rob obtained a B.S. in Mathematics 1997 and an M.S. in Special Education in 2006. Mr. Sturm's knowledge of daily operations in our education program will aide the charter school in the development of services for our students, with a focus on special education.</p>
Amy Atchley	<p>Amy Atchley, Chief Financial Officer, Gibault Inc., has 13 years of experience in the area of accounting and fiscal management. Amy obtained a B.S. in Accounting in December of 1994. She received her CPA in 1999 and received the Saint Mary of the Woods Your Outstanding Unique Recognition award in September of 2004. Ms. Atchley's knowledge and experience in Exel, Word, Lotus 1-2-3, PPT+, A/S 400, Universe, Great Plains, Best Fixed Access, and various accounting, tax and research software packages will contribute to reporting properly to the Department of Education and Ball state any required and requested financial information.</p>

#### 8. Proposed Board of Trustees

Name	Bio
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Melinda Kirchner	Melinda has extensive knowledge in marketing and student services. She is the Marketing Coordinator for Harsha Behavioral, marketing to numerous counties in Indiana and Illinois. Melinda has previous experience working with Gibault Children's Services students.
MaryAnn Mancilla	Mary Ann Mancilla is a retired elementary school teacher with over 30 years of service. She is a very active advocate for our current students at Gibault and will provide insight pertaining to fundraising and community support.
Rita Kaperak	Rita is a parent representative and will provide insight pertaining to parent concerns as well as parent involvement and education.
Vacant	Reserved for a Community Representative
Vacant	Reserved for a Community Representative
Vacant	Reserved for a Community Representative
Vacant	Reserved for a Community Representative

## 9. Overview of the Proposed Program

**A.** Mission and Vision: Mission: Summit Academy provides each student the opportunity to reach their greatest potential by providing a disciplined, safe and creative environment in which to prepare for their academic success.

Vision: Summit Academy strives to provide a foundation for student achievement based on each student's individual needs, to inspire academic growth, behavioral modifications and social maturation.

**B.** Rationale for establishing the school: Summit Academy wishes to establish a charter school to meet the needs of students who have failed to progress in a traditional school setting. Summit Academy believes that providing a quality education to today's children leads to productive adult citizens. It is the intent of Summit Academy to focus on students who have dropped out or have been expelled from a traditional school setting. Summit Academy holds a core belief that all children and parents have the right to an appropriate, quality and free public education. Summit Academy desires to assist our community in providing students the skills they need to be a contributing member of society. It is believed that this will also reduce the number of students and young adults entering the correctional system.

The essence of Summit Academy is to provide small class sizes with an emphasis on meeting individual academic needs and teaching appropriate social behaviors. The students participating in our school may be facing social and emotional difficulties, resulting in education not being their primary focus. Summit Academy believes that many of the children entering our school

will be children that have failed in a traditional school setting or have not attended school regularly for an extended period. We wish to target the students who truly have been left behind. Summit Academy will focus on social adjustment by providing therapy and assessments such as the MISA (McGhee Mangum Inventory of school Adjustment) a 50 item rating scale designed to measure a student's behavior in the classroom setting and or the BIMAS (Behavior Intervention monitoring assessment system) implemented as a screening device to collect baseline data at the beginning of intervention, and for periodical progress monitoring. It is a 3-tier progress monitoring system based on direct frequent and continuous student assessment which is reported via a web based data management and reporting system.

The target student population of Summit Academy may include the students that present challenges beyond the norm for public school corporations. These students may require considerably more time and attention from teachers, administrators and other staff members in the traditional school setting.

**C.** A description of the school's key design elements intended to allow the school to achieve its mission and goals: Summit Academy will focus on beginning instruction with each student at their current academic level and implement a holistic approach to education. Many students are left behind due to emotional, behavioral, environmental or learning issues. Summit Academy will allow for student success one step at a time, based on the child's needs and time rather than the adult's needs and times. Summit Academy will provide a disciplined, safe and creative environment with small class sizes, licensed educators and with support from on site clinical and medical staff.

**D.** The number of days of instruction in a school year and typical hours of operation: Summit Academy will exceed minimum state requirements for a 180 day student school year. To further our mission, Summit Academy will conduct a summer school program. Our nine week summer school program will meet state requirements of 75 hours of instruction per class period in each subject. This nine week summer school session enables high school students to earn two additional credits; while middle and elementary school students are placed in math, reading and language arts classes to increase academic progress.

**E.** Subjects to be included in the curriculum, i.e., English language arts, mathematics, social studies, science, music, art etc.: Summit Academy will operate a comprehensive year-round education program through a traditional school year with a supplemental summer school session. Summit academy will be comprised of a self-contained and semi self-contained K-8 program, as well as a departmentalized high school. The K-8 program is designed to provide instruction in math, language arts, reading, social studies, science and various electives in art, music and physical education. The high school departmentalized program will assist each student in progressing towards a high school diploma and making improvements on state mandated assessments such as ISTEP+ and End of Course Assessments. Courses will be offered in social studies, language arts, mathematics, science and electives in art, music and physical education. Select students will also be able to earn credits through the Plato Credit Recovery Program.

Students in Plato Credit Recovery will also take traditional classes in areas of their greatest academic need.

**F.** Unique characteristics of our program, such as character education component, intervention supports for students at risk of academic failure, programs for students with disabilities. Summit Academy intends to focus on individualized behavior plans, IEP's if appropriate and RTI- response to intervention. Most of our students would be considered at Tier 3 in the public school setting. Our approach is designed to provide Title I services, small class sizes with a low teacher to student ratio, remediation services, a credit recovery/accrual program and a summer school program with an opportunity to earn high school credits. Other educational approaches include grouping students by ability levels according to academic needs and admission testing. Mobility between levels is dependent on academic growth and progress, developmental abilities, social and emotional development etc, thus better meeting student needs. State standards for each child are targeted within each ability level.

**G.** A discussion of the school's instructional leadership model and supervision and support for teachers: Summit Academy will be managed daily by the School Principal and or his designee (Assistant Principal). The leadership model will consist of the Principal, Assistant Principal, School Psychologist, Teachers, Administrative Assistant, Part-time Athletic Director. Support for teachers will be provided Monday through Friday during the morning meeting prior to the start of school. In addition teachers will participate in regular training throughout the year as well as the opportunity to participate in outside conferences, workshops and professional development opportunities.

**H.** A discussion of any unique professional development plans for instructional and or administrative Education staff will participate daily during the week in a morning meeting on campus with the Principal as the lead. Every 1/3rd Wednesday a.m. a presentation on best practice strategies will occur. Education administration supports with collaboration time, peer observations, administration observations will occur. Every 2/4th Wednesday a.m. meeting we have a reading study group on best practice methodology, educational trends, special education topics, and other relevant and pertinent information.

**I.** A summary of the management structure of the proposed school, e.g., instructional and operational leadership positions and line of reporting. Summit Academy will be managed daily by the Principal or his/her designee and the line of reporting will consist of the Principal, Assistant Principal, Part time Athletic Director, Teachers, Administrative Staff,

**J.** A discussion of any intended relationships with partner organizations NA

**K.** Information regarding the proposed location for the school: Summit Academy will be located at 6401 S US Highway 41. Offices will be located in two of the four buildings that comprise the school.



Attachment B -  
Expanded Criminal Hi

## **Preliminary Information**

### **1. Community Support and Demand**

#### **a. District Support:**

a. District Support: Gibault Children's Services currently conducts an on grounds accredited school. Gibault accepts children from the Department of Children's Services, Probation, Department of Education and Private referrals. On June 29, 2011, Michele Madley, the Vice President/Executive Director of Gibault Children's Services (Summit Academy) met with the local Superintendent of Vigo county and requested permission to pursue a charter through Ball State. Mr. Tanoos and Michele Madley discussed the current population of children and the targeted population Summit Academy intends to serve. Mr. Tanoos was supportive of our endeavors and on July, 11, 2011, Mr. Tanoos responded via e mail, stating best of luck in your quest to become a Charter School. (E mail response enclosed).

Gibault Children's Services Education and Aftercare staffs, work to ensure a child's transition from one educational program to another is conducted as smoothly as possible. Primary focus consists of ensuring IEP and case conference deadlines are met in a timely manner. With parent permission, public school staffs are invited to attend case conference committee meetings. Due to the numerous children transitioning to and from our current school, we have established aftercare employees assigned to ensuring the families and school personnel are aware of important information that will assist the child with transitioning and future goals. In addition the aftercare coordinators often attend case conferences and or educational meetings with the schools and guardians in an effort to establish appropriate services for the child attending our school or returning to a school in the state of Indiana. Summit Academy will continue to utilize staff in an effort to maintain ongoing relationships.

It is common for the children we serve to have moved from school to school throughout their lives. As a consequence, they are often far behind in credits and/or academic skill. We strive to obtain accurate records for each of our students so that courses are not duplicated or missed. We offer a curriculum based on Indiana standards, as well as a credit recovery system for high school students.



All transcript information is available from our records department. A transcript is legally defined as containing certain information and not just grades. Grades, ISTEP tests scores, immunizations, certificates of achievement. All requests we submit are completed on letter head and by fax. All requests of us for transcripts must be made to our records department via fax.

Most information pertaining to testing is available via STN and navigating the secure portions of the DOE website. If we have the STN number we are able to view historical enrollment of a student in an effort to make requests, as all schools have a certain number. A great deal of our information is available via Learning Connections for the students who are currently enrolled in our school. It is possible at times to find historical ISTEP evidence dating years back. It is our intention to continue to work cooperatively with all placing schools and to ensure we continue our current working relationship with several school corporations.

Although our staffs are dedicated to meeting the needs of the students at Summit Academy, they are citizens within our community. They are members of professional organizations and participate in multiple collegial events. They network and build relationships with their peers within the local school corporation, special education cooperative, universities and state level organizations. This provides opportunities for ongoing communication and consultation for the benefit of our students.

VCSC is required by law (NCLB) under title I part d to provide fair and equitable services to children who are considered neglected and delinquent. This has been a very “collegial” relationship with Vigo County. Title I consultants from VCSC regularly collaborate with administrators to provide feedback on compliance, scheduling, assessment, and budgetary concerns. Observations are completed regularly by VCSC and non public administrations of Title I teachers as a way to provide teacher feedback and discuss programming issues.

**b. Community Support:**

b. Community Support: Gibault Children’s Services currently serves numerous children placed by the Department of Children’s Services. At the time of admission, these children are placed in to our on grounds accredited school. Summit Academy will continue to accept these children in to our educational program. Our situation is unique

in that we are supported by several communities and most recently received support to pursue our charter from the Department of Children's Services. Gibault submitted a brief survey, requesting input both positive and negative from community placing agencies. The Department of Children's Services attorney Regina Ashley responded by stating that the DCS is committed to ensuring the educational well-being of the children in its custody and care. We at DCS wish the best for you in this endeavor. (E mail response enclosed). Summit Academy believes strongly that the Department of Children's Services, often acting as guardian's for clients in our care are indeed stakeholders. In addition probation officers, juvenile judges, special educators placing children in to our care on DOE contracts and any parents from the local community are considered valuable stakeholders when considering educating children who are often left behind.

Gibault Children's Services currently conducts an on grounds school for at risk students. Our Admission and Marketing staffs often receive telephone calls from parents and agencies requesting information pertaining to the process of placing a child in to our school or continuing education in our school once their child is discharged. In addition, our on grounds educational program has been a positive marketing tool, as many probation officers, DCS and DOE staff are concerned about the children they place, having already failed in a public school setting. Summit Academy began discussing our intention to become a charter school approximately three years ago. The following community meetings occurred in an effort to explain the type of student we serve:

January 2010, we met with Chamber of Commerce members, Rod Henry, President/CEO and Dave Wulf, Board Director of Public Policy, to discuss our intent to pursue a Charter School Sponsorship. Dave was a prior advocate in attempting to keep our local Catholic school, Sacred Heart from closing several years ago. He expressed concern that maybe others may not really understand the type of student we work with daily in the educational setting. A great deal of time was spent educating these two chamber members, so that they would gain a better understanding of Summit Academy's mission and goals.

On January 5, 2010, a mass e mail was submitted to all Indiana Probation Departments in an effort to explain our effort to move in the direction of seeking Charter School sponsorship and our need to seek alternative ways of educating children who have failed in the public school setting.

On January 29, 2010, Putnam County Chief Probation officer and Judge Headly visited our campus and we discussed our intent to seek sponsorship to become a Charter School. We discussed opening our doors to Vigo County as well as surrounding counties such as

Putnam County. They agreed that the population we currently work with would not be successful in public school and that alternative options for parents would be beneficial.

On February 17, 2010, Vigo County Probation met with our staff to discuss several programs and services we may offer in the future. During our meeting they asked about our current status pertaining to becoming a Charter School. They stated they agree that having a Charter school would be in the best interest of the children we serve. We discussed our future process and our intent to open our doors to all parents and students seeking an alternative to public school.

On February 26, 2010, Michele Madley met with Dave Wulf, Templeton Coal President/Chamber of Commerce Public Policy Board Director in an effort to again discuss our purpose for pursuing a charter school. Michele spent a great deal of time discussing the need to educate the children not being educated and that it is our responsibility as a community to focus on the children that have been expelled and suspended.

February 4, 2011, Vigo County Probation toured the Terre Haute Gibault Campus and visited our current school in progress. The probation officers stated they were impressed with many of our programs being implemented in our school that were incentive based. They stated they were going to bring the new juvenile judge back to tour. We discussed with the probation officers our intent to pursue charter school sponsorship and our intent to provide an alternative educational opportunity other than public school.

On August 2, 2011, Gibault Children's Services marketing staff participated in the Vigo County National Night out event. Gibault established a booth and marketed our programs as well as presented booth visitors with a brief survey requesting input both negative and positive from local and surrounding visitors pertaining to our intent to open a charter school. Twenty three surveys were completed. Question one pertaining to would you as a parent, be interested in having your child attend a Charter School received 18 yes answers and 5 no answers. Question number two stated would you be able to provide transportation to and from Summit Academy Charter School? 16 yes answers and 7 no answers. The final question stated, Do you have other children whom you would have an interest in sending to Summit Academy Charter School? 16 no answers and 7 yes answers. Comments included "This is a good thing", "it's a good thing", "it's a great idea" "have heard good things at Gibault" "This would be a great idea for children", "great idea", "it would be close to home". A copy of the survey is enclosed.

**c. Student Demand:**

c. Student Demand: Gibault Children's Services currently conducts an on grounds accredited school. Summit Academy will continue to accept the current population of students as well as open our doors to the community and surrounding communities. Presently, a student demand continues within our state as the primary counties placing students in to our facility experience a high number of expulsions. We currently receive a large number of students from Indianapolis Public Schools, Vigo County School Corporation, Gary Public Schools, Hammond, East Chicago, MSD Wayne and MSD Washington. The 2009/2010 school year revealed IPS to have 221 expulsions, Vigo County-71, Gary Public-148, Hammond-234, East Chicago-70, MSD Wayne-15 and MSD Washington 106. The drop out rate consisted of the following for the 2009/2010 school year: IPS 676, Vigo County 1, Gary 23, Hammond 115, East Chicago 134, MSD Wayne 26 and MSD Washington 49.

Third quarter referrals to Gibault Children's Services for 2010 revealed 323 referrals, four of the referrals were from the Department of Education. It is not uncommon for our newly admitted students to have been expelled, suspended or not in school for as little as a few months to as long as two years. It is also not uncommon for many of our students to arrive having missed ISTEP testing, possessing few if any credits and most often they have been very transient, moving from one school to another prior to being placed in to our facility. It is our intent to continue to serve these children as the demand remains relatively high.

Gibault Children's Services currently serves students, many of whom are in the DCS/Probation system, that have failed in their homes, schools and communities. In addition, Gibault offers an on grounds locked Psychiatric Medicaid funded program. This program permits parents to place Medicaid authorized children in to our programming for stabilization. Several parents have requested information on how to maintain their child in the educational portion of our programming, once the child is discharged from treatment. Summit Academy would be able to provide this alternative educational option to these parents. Summit Academy would like to continue to serve these children and strive to make them productive citizens, keep them out of adult prisons, and from being "left behind". Please note three parents of locked Psychiatric children, during the month of August, completed a brief survey stating they would be interested in continual placement of their child in Summit Academy if it were to gain sponsorship.

New York state recently created a charter school to serve children in the foster care system. The name of the Charter School is Haven Academy and as they developed their charter they stated it was impossible to find a blue print for the school, stating; "'We searched and searched and searched but we couldn't find models," he said. It's such a novel project, he added, that it might be a few years before it can be fully evaluated with an eye toward replicating it.

"Schools aren't organized in a way to accommodate how chaotic their (students') lives are outside of the four walls of school".

Summit Academy believes in continual service to the children we are presently serving as well as opening our doors to other children and families searching for an alternative fit for their child. Students arrive to class often expressing concern with the world they have been living in as falling apart. We attempt and have since 1921, to keep the educational experience consistent and supportive. We believe there is a student demand based on the number of children we currently serve. We do not wish to kick students out for behavioral problems; we expect them to arrive to us with behavior problems. There is a need for that type of education and we recognize the need for students to address the social and emotional issues as well as the academic. It is our belief that someone needs to educate these students and we have been doing this for quite some time.

*<http://www.gazettenet.com/2011/07/13/ny-charter-school-throws-foster-kids-a-safety-net>*

**d. Proposal Opposition:**

d. Proposal Opposition: Gibault Children's Services has expressed interest in becoming a charter school for many years. Approximately five years ago, we approached Indiana State University and expressed a desire to work with the University to support our endeavors in becoming a Charter School. At that time they were under the direction of a different President and were not in favor of taking on the task of sponsoring Charters. They expressed concern pertaining to the amount of oversight and additional staff required to make such a program work. Gibault Children's Services then submitted a preliminary proposal to Ball State University on January 20, 2009. Summit Academy did not move in a direction past the preliminary proposal, due to concern that our students could not meet academic requirements pertaining to testing and that our population was quite transient. Ball State suggested we approach our local School Corporation.

Summit Academy met with Danny Tanoos, Vigo County Superintendent and he

requested a proposal be submitted to his board to review. Summit Academy submitted a proposal to Vigo County on December 16, 2009.

Following the submission of our proposal to Vigo County, Summit Academy met with several Vigo County Administrators and Board members for a question and answer session. Gibault hosted a public forum in an effort to discuss our request from Vigo County. Summit Academy was asked if we have licensed teachers on our campus and we informed Vigo County we were an accredited school. Vigo County then asked Summit Academy if we planned on accepting expelled children in to our school and we informed Vigo County we would do so. Vigo County stated they did not approve of this, because they have an agreement with surrounding schools to not accept any children they expel. Summit Academy inquired as to why they would have such an agreement and Summit Academy was informed it prevents parents from school shopping.

On February 22, 2010, Vigo County School Board voted not to grant a charter to Summit Academy, stating the amount of money pertaining to oversight would be a concern as well as the responsibility they may have to incur pertaining to student testing scores.

Summit Academy submitted an appeal to the Department of Education. The Department of Education met with Summit Academy and Vigo County was also present. The Department of Education asked Vigo County if they would have an issue with Summit Academy seeking sponsorship elsewhere. Vigo County stated they did not. At that time the DOE provided Summit Academy with suggestions pertaining to improvement of our proposal.

Summit Academy completed requested changes to our proposal and submitted to the Department of Education.

Summit Academy learned of Ball State's movement toward changing the Charter School Proposal process. Summit Academy submitted a proposal to Ball State on January 18, 2011.

July 2011, Michele Madley met with Superintendent Danny Tanoos, Vigo County. Danny wished us well in our endeavors toward pursuing Charter School Sponsorship.

## **2. Feedback from Constituents**

a. Describe your efforts to inform the intended community about the proposed charter

school:

On June 29, 2011, Summit Academy met with the Vigo County School Corporation Superintendent to inform the school corporation of our intent to move toward opening a Charter School on Gibault Children's Services property, utilizing our current buildings and maintaining our current population as well as opening our doors to the community in an effort to provide alternative educational options to families. During our conversation, we discussed our intended target population of at risk students and that we were interested in accepting students who have failed in the public school setting. The superintendent stated he was understanding of the type of children we are currently serving and wished us luck in our quest to become a charter school.

On July 29, 2011, the Terre Haute Tribune Star printed a two page article pertaining to our plan to submit a proposal to Ball State seeking sponsorship.

On July 29, 2011, Summit Academy sent a charter school questionnaire to all Department of Children Services agencies that have placed students in to our residential facility. On August 3, 2011, Summit Academy received a statement from the Indiana Department of Children Services Attorney, Regina Ashley, stating "DCS is committed to ensuring the educational well-being of the children in its custody and care. We at DCS wish the best for you in this endeavor". Please note our current student population consists of many communities placing within our facility and therefore we must inform more than our local Vigo County Community, we must inform our stakeholders.

On August 2, 2011, Summit Academy participated in the National Night Out Community Event at a local Vigo County park. National Night Out campaign involved community citizens, law enforcement agencies, civic groups, businesses, neighborhood organizations, and local officials. Summit Academy received numerous visitors to our booth and we requested visitors take a few moments to complete a brief survey, which asked for negative as well as positive comments pertaining to our effort to open a charter school. The majority of individuals completing the survey were parents in the local community.

b. Explain explicit efforts to solicit community input regarding the educational and programmatic needs of students:

Gibault made several attempts to obtain feedback from the community regarding the addition of a Charter School to the campus in Terre Haute, IN. From August 22<sup>nd</sup> through the 26<sup>th</sup>, a radio ad was run with the following message: Gibault Children's services will soon be submitting a proposal to Ball State to be sponsored for a Charter school and they need the

community's feedback. Gibault welcomes the community to leave feedback about the charter school by going to the website, [www.gibaultcharter.org](http://www.gibaultcharter.org). Thank you for your time and support.

In addition to the radio ad, Gibault placed an ad in the newspaper on August 29<sup>th</sup> with the same information. The website, [www.gibaultcharter.org](http://www.gibaultcharter.org) was created so that the community could leave both positive and negative feedback anonymously. Gibault sent out approximately 100 needs assessment questionnaires to past and current parents of Gibault students. On August 2<sup>nd</sup>, Gibault Children's Services attended National Night out to talk to attendees from the community and handed out a needs assessment. Table enclosed as a PDF

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

Attach Table 2 as a PDF (Portable Document Form) named, **Attachment 2 – Attitudes Toward the Charter**



Attachment 2 -  
Attitudes Toward the

### 3. Applicant Founding Group

#### a. Founding Group Members:

Table 3a: Founding Group Members

Name	Relevant Experience/Skills and Role in Founding Group	Proposed Role(s) in School (if any)
Cary Molinder	August 2006 to Present, Principal, Director of Educational Operations. Cary possesses a B.S. in Physical Education and General Science, a Biology Teaching Minor and M.ED. Educational Administration and Supervision. Cary's relevant experience/skills consist of Supervising a staff of over twenty teachers, providing	<b>Summit Academy School Principal</b>



	<p>educational services to students with a diverse set of needs in an overall treatment milieu, coordinating ongoing in-services for education staff, preparing staff and student schedules, selecting, hiring and orienting staff in the education department, providing leadership and direction to education staff by various instruments and techniques, selecting and purchasing school related materials, coordinating ISTEP testing, maintaining compliance with all applicable laws mandates and requirements of the Indiana State Board of Education, overseeing the development and implementation of the school improvement plan as required by P.L. 221, preparing calendars and updates pertaining to student transcripts, oversee and select curriculum for the regular school year and summer school session, oversee the development and revision of curriculum as necessary according to Indiana State Standards.</p> <p>Cary Molinder worked regularly with the founding members to assure each assigned section of the application was completed in a timely manner. Cary worked numerous hours with founding members to assure all necessary documents pertaining to the application and rubric were completed. He compiled requested information, consulted with DOE and assured all documents were completed in a timely manner and submitted to the lead Michele Madley.</p>	
Michele Madley	January 2005 to Present Executive Director/Vice President Terre Haute/New Castle Campus. Michele's experience consists of implementation of Residential maintenance, Food Services, Education, Household Services, Clinical and medical	<b>Michele Madley will be Executive Director Gibault Children's Services</b>

	<p>programs of the Terre Haute and New Castle Campus's based on the mission of Gibault Inc. Michele performs all quality improvement functions as required by accrediting bodies and state licensing regulations, she prepares annual departmental budgets and purchase items within the limits of the approved budget. She ensures program compliance with regulatory and accrediting bodies, provides leadership and direction to staff through daily supervision, individual supervisory sessions and annual performance appraisals, on going training and regularly scheduled meetings. She ensures the care, welfare safety and security of all clients admitted within the Terre Haute and New Castle Campus programs.</p> <p>Michele has been the Lead Founding Group member, working to ensure the application and rubric are followed. She has met with other founding members regularly to obtain necessary information for the completion of the application. She has requested regular input from all founding members so that our current school can pursue becoming a charter school</p>	
Robin Shamsaie	<p>Robin Shamsaie, PhD, HSPP has provided services as School Psychologist to students at Holy Cross School, Gibault Children's Services since 2001. Dr. Shamsaie completed her undergraduate coursework in psychology at DePauw University (1986) in Greencastle, IN. She later completed a Master's Degree in Counseling at Indiana State University (1989) and worked with children and families in Indiana and Florida. She obtained her Doctoral Degree in Guidance and Psychological Services, with</p>	<p><b>Summit Academy's school Psychologist</b></p>

	<p>specialization in School Psychology at Indiana State University (2000). Dr. Shamsaie pursued a clinical pre-doctoral internship and post-doctoral supervised work experience with Hamilton Center, Inc. She has dual licensure as a doctoral level School Psychologist from the Indiana Department of Education and as a Health Service Provider in Psychology from the Indiana State Psychology Board.</p> <p>Dr. Shamsaie's interests include supporting youth in finding academic, social and emotional success. She especially enjoys working with youth involved with the Division of Children's Services and/or Juvenile Justice Systems, admiring the tenacity and resiliency of many of these children and adolescents. Finally, Dr. Shamsaie enjoys working with children and adolescents diagnosed on the Autism Spectrum, feeling blessed for the opportunity to learn from these children.</p> <p>In addition to her work at Gibault Children's Services, Holy Cross School, Dr. Shamsaie maintains a private practice in the Terre Haute community, where she provides outpatient behavioral health services to children, adolescents and families. Dr. Shamsaie has taught adjunct courses (2003-2006) to doctoral students in Counseling and School Psychology. She has provided ongoing supervision to doctoral level students in School Psychology by serving as a site supervisor for the National Association of School Psychologists required school based internship experience. Dr. Shamsaie is a member of the American Psychological Association and National Association of School Psychologists.</p>	
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Rob Sturm	March 2005 to Present, Director of Residential Operations: B.S. Mathematics, M.S. Special Education. Rob participates in the selection, hiring, and orientation of all staff in the residential treatment program. He maintains the physical condition of the Terre Haute and New Castle campus's, provides leadership and direction to staff through daily supervision, individual supervisory sessions, annual performance appraisals, on going training and regularly scheduled meetings, ensures the departments compliance with regulatory and accrediting bodies, prepares annual departmental budgets, directly responsible for the implementation of a residential program, based upon the mission of Gibault inc.	<b>Rob is the Director of Residential Operations on Gibault Children's Campus. Rob will work daily with the principal, primarily concerning our residential students and DCS and DOE requirements for these children.</b>
Amy Atchley	2007 to present, Chief Financial Officer, BS Accounting, Certified Public Accountant (CPA) designation, current on CPE requirements.	<b>Amy will be responsible for fiscal Reporting in accordance with Ball State requirements.</b>

**b. Founding Group Origin:**

b. Founding group Origin: The Summit Academy Founding group originated, due to a recognized need within our current on grounds school. Current parents and placing agencies continued to inquire as to how they might be able to maintain their child in attendance at our on grounds school. It occurred to our admission department as well as our educational staff that many children with special needs or at risk behaviors were not succeeding in the public school. It was at this time that the Summit Academy Founding group was developed in an effort to provide alternative education to students in the community who may have been expelled, suspended or simply not attending school. The Founding group for Summit Academy is a diverse team of qualified leaders. All Founding members have an existing working relationship at Gibault Children's Services

and are key players in the current school setting. Members have experience and expertise in Human Resources, Education, Mental Health, Compliance, Behavior Management, Residential, and Financial Operations. The founding group is committed to working toward a successful start-up of Summit Academy.

**c. Proposal Development:**

c. Proposal Development: The process used to develop this proposal included founding members conducting a great deal of research pertaining to the type of school we wished to open. For example, reading the Indiana Charter School statute, visiting web sites pertaining to charter school dynamics in our state as well as other states, and most importantly researching the type of school we wished to open and the type of students we wished to serve. As noted in the community support and demand section c, New York State recently created a charter school for children in the foster care system. They noted it was impossible to find a blue print for the school, stating, “we searched and searched and searched but we couldn’t find models”. This was very true during our research process as well. Summit Academy Founding group believed it was important to continue to conduct our accredited on grounds school, but to look at options to open our doors to community students as well. Students attending day treatment in our school, must be placed by Department of Education, Probation or DCS. Summit Academy wishes to provide alternative choices to parents of children who are at risk and may benefit from our structured school, but may not have been referred to DCS or DOE or adjudicated as Probation. We have a current school, that has been working with students with emotional, behavioral, neurological, and educational difficulties for many years. Our Founding members worked together assigning sections of the Ball State application to current staff. Financial requirements were assigned to the CFO of Gibault Inc, Behavioral and Emotional issues were assigned to the Psychologist, Academic sections were assigned to the Principal and his staffs, Facilities were assigned to Household Services, Food Services and Maintenance, all departments overseen by the Executive Director. The Executive Director was assigned the task of the organization of the application and writing the application.

Summit Academy has an advantage over many applicants in that the design of our school is already in existence as an accredited school in the state of Indiana. Our school has been in existence since 1921. Our current school principal, the Executive Director, the Chief Financial Officer and the school Psychologist created the design of Summit Academy. Each individual is a current employee.

**d. Previous Submissions**

**d. Previous submissions:**

- January 20, 2009 Ball State University, Ball State letter dated Feb 27, 2009, stated the basic concept of the school is promising but they did not feel the preliminary proposal is ready to move to the Proposal to charter stage at this time.
- December 16, 2009 Vigo County School Corporation. Denial reason not given in writing, but voted against during the School Board meeting on Feb 22, 2010.
- July 29, 2010 Indiana Department of Education. DOE met with Summit Academy, offered suggestions on improvement to the submission to them. Improvements completed and resubmitted. Summit Academy has not received a response back from DOE.
- January 18, 2011, Ball State University, Preliminary proposal submitted. Notification from Ball State that the proposal design has been changed and at this point, we begin attending Ball State Charter meetings in an effort to submit under the new application process.

#### **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.*

There is currently an accredited on-grounds school being operated by Gibault Children's Services, a sister company. If the charter is approved, all of those children will attend Summit Academy. Neither Gibault Children's Services nor the local school district receives tuition support for those children so there would not be any loss of revenue to those entities. However, it is anticipated that ten to fifteen students from the community will choose to attend Summit Academy. The tuition support per ADM is estimated at \$6,000. Based on these estimates, the anticipated fiscal impact on the existing public and nonpublic school districts is between \$60,000 and \$90,000.

#### **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;

N/A

- c.** Description of the process and criteria used to select the management organization,

N/A

- d.** Description of the role of the management company in selecting proposed members of the school’s board of trustees

N/A

- 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**

N/A

If Applicable, submit the due diligence questionnaire completed by the EMO - as a PDF (Portable Document Form) named, **Attachment 5f – Due Diligence Questionnaire**

N/A

## **Education**

### **6. Education Mission Goals**

- a. Mission Statement: Summit Academy provides each student the opportunity to reach their greatest potential by providing a disciplined, safe and creative environment in which to prepare for their academic success.

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

- Core philosophy or underlying purpose of the proposed school philosophy or underlying purpose of the proposed school: Summit Academy’s core philosophy is to meet the educational needs of children and teens who have failed to progress in a public school setting: Summit Academy believes that we have a great influence over how often a student is expelled, suspended or decides to drop out. We believe that children within the DCS/Probation

system are at high risk for failing to attend school, falling behind academically or becoming expelled. We believe that every child deserves an education. We believe that when children stay in school they become more productive adults and are less likely to enter the legal justice system. We believe that children stay in schools when they are provided a safe, nurturing and accepting school environment, where expectations and supports are high.

- Educational plan/ Define/describe a concise plan for an innovative public school that will lead to improved educational performance for each student. Include learning/teaching environment, values: Summit Academy was developed to serve all students. During the process of creating such a school, it was brought to our attention by individuals in our community that many children were not performing, attending or succeeding in a traditional public school. Summit Academy believes in approaching each child from a holistic point of view, focusing on the entire child and the issues that may make it difficult for the child to progress academically. Our current on grounds school does not advocate a zero tolerance policy as we believe this is not the best approach with the children we have and currently serve. Not only do we not believe it, research suggests zero tolerance policies do not work. Many of our students have been expelled, suspended, on the run, refuse to attend etc. They are often behind academically when they arrive to our school. It is our intent to not restrict access to an appropriate education as this does not help students with disabilities and achievement difficulties. Summit Academy will focus on positive discipline strategies as this is our current approach in our on grounds accredited school. Summit Academy will implement positive reinforcement, modeling, supportive teacher student relations, family support and assistance from our on campus mental health specialists. Our focus will be on appropriate behavior support systems, providing a favorable learning environment, addressing student needs, matching student with curriculum, implementing social behavior skills to increase safety, therapeutic group relationships etc.

Summit Academy supports the Response To Intervention approach. All students are screened upon enrollment on academic achievement (KTEA-II Brief, and behaviorally (either the BASC-2 or the BIMAS). Course schedules are assigned by the principal based on prior records, screening data and any other pertinent information.

Behavioral interventions are based on functional behavioral assessments and data collection and observation by the general education teachers, special education teachers, school psychologist and school psychology student interns.

Progress monitoring occurs regularly depending upon the particular behavioral plan. All students who remain at Summit Academy at the end of the school year will receive the achievement screening (KTEA, and (BASC-2 or BIMAS) to document progress.



Student achievement and behavior is recognized in a variety of both formal and informal ways including: progress reports, grades, daily education positives noted and shared, B-Treat(Behavior treat), S-Treat(scholastic treat), Mo Bucks, Blanc's Bank, Fun Friday, etc.

The character education program at Summit Academy will consist of instruction that will specifically focus on a set of character traits that research indicates all students should be skilled in. There will be nine specific traits selected during the school year. Teachers will be provided lesson planning materials and supplemental resources. The teachers will present one lesson a week for at least fifteen minutes in their first period class on the character trait of the month. Students will be nominated by teachers for awards and recognition during convocations

When discipline problems occur, teachers attempt to resolve problems within the classroom. Teachers provide prompting, cuing, time away, encouragement, etc to help students resolve issues before submitting a formal discipline referral. Formal referrals may consist of leaving the classroom with a member of our safety and security staff with the intention of creating a calming period resulting in admittance back to class as the goal should always be for education to continue and not be suspended. Students may receive detentions; however, detentions are often served in the form of dining hall clean up. In school suspension may occur as a result of an issue within the classroom not being able to be resolved. This discipline occurs in a designated area outside of the principal's office and the intent is to focus on the emotional and behavioral management along with completing required school work, with the ultimate goal of returning to the classroom and progressing without further issues leading to additional in school suspensions. The staff at Summit Academy will not focus on zero tolerance. We are aware that the children we serve have been suspended, expelled and often simply are not attending school. Our goal is and always has been to work daily with students that are experiencing more than classroom issues. Students in our current school are not forced to attend classes and initially many often do refuse initially, but our staff work diligently to assure these students that have previously failed, that they do have the ability to succeed, no matter how little education they have received to this point or what their home life has been like. The Summit Academy staff will strive to mentor students and model positive problem solving, communication and needs attainment in a health and productive manner.

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.

Generally schools are making AYP at lower grade levels. Our subgroup comparisons are special education performance and general education performance. The other is free and reduced lunch and paid lunch. Free and reduced lunch is directly correlated to poverty rate within a corporation. Our current student enrollment consists of 100% of our students on free and reduced lunch. Summit Academy will continue to focus on this special population. Our students are the students truly being left behind and it is our intention to accept all children so that no child is left behind.

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

Our design: small class size, greater interaction time with teachers, psychiatric services, character education. We are targeting students who are generally not successful in an inclusion type classroom and may exhibit maladaptive behaviors that preclude them from attending a special education classroom or even success in a homebound setting.

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



Attachment 6b -  
Achievement

**g. School Demographics:**

*Describe your intended student population.*

Summit Academy intends to provide an alternative to parents and students. Our intended population will be at risk children. Summit Academy would like to accept and focus on students who have not been successful in a public school setting. Summit Academy would like to accept students who have been expelled, suspended or simply not attending school. Our current school has been serving these children since 1921 and we would like to open our doors to the community so that we may expand to others what we have already been successful accomplishing.

- 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-12	K-12	K-12	K-12	K-12
Total Number Of Students	70	80	90	100	110
Student to Teacher Ratio	6:1	6:1	6:1	6:1	6:1

## 7. Instructional Design

a. The needs assessment indicates the history of underachievement in Summit Academy's targeting demographics in the area of free and reduced lunch and special education subgroups. Upon enrollment, formative assessments in academic and behavioral areas are administered to determine appropriate programming the individual student. An appropriate plan of study and treatment will be determined based on the results of the assessments. Diagnostic assessment information will disseminated to the appropriate staff to provide guidance to developing a roadmap of teaching, learning and overall behavior change.

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

Goals	Objectives
Summit Academy students will increase achievement in English and Language Arts.	<p>Students completing English 10 and in attendance at least 126 days will pass the English 10 end of course assessment the first time.</p> <ul style="list-style-type: none"> <li>• In 2012-2013 40% of the students will pass the English 10 ECA the first time.</li> <li>• In 2013-2014 44% of the students will pass the English 10 ECA the first time.</li> <li>• In 2014-2015 48% of the students will pass the English 10 ECA the first time.</li> </ul>
	<p>Students in attendance at least 126 days will pass the English/Language Arts portion of the ISTEP.</p> <ul style="list-style-type: none"> <li>• In 2012-2013 34% of the students will pass English/Language Arts.</li> <li>• In 2013-2014 38% of the students will pass the English/Language Arts.</li> <li>• In 2014-2015 42% of the students will pass English/Language Arts.</li> </ul>

	<p>Students will show improvement on NWEA MAP test in reading.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the NWEA MAP test will improve their test score in reading from one testing window to the next during the 2012-2013 school year.</li> <li>• 62% of students taking the NWEA MAP test will improve their test score in reading from one testing window to the next during the 2013-2014 school year.</li> <li>• 64% of students taking the NWEA MAP test will improve their test score in reading from one testing window to the next during the 2014-2015 school year.</li> </ul>
	<p>Students will show improvement on NWEA MAP test in Language Usage.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the NWEA MAP test will improve their test score in language usage from one testing window to the next during the 2012-2013 school year.</li> <li>• 62% of students taking the NWEA MAP test will improve their test score in language usage from one testing window to the next during the 2013-2014 school year.</li> <li>• 64% of students taking the NWEA MAP test will improve their test score in language usage from one testing window to the next during the 2014-2015 school year.</li> </ul>
	<p>Students will show improvement on the Kaufman Test of Educational Achievement (KTEA) in reading.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the KTEA will improve their test score in reading during the 2012-2013 school year.</li> <li>• 62% of students taking the KTEA will improve their test score in reading during the 2013-2014 school year.</li> <li>• 64% of students taking the KTEA will improve their test score in reading during the 2014-2015 school year.</li> </ul>
	<p>Students will show improvement on the Kaufman Test of Educational Achievement (KTEA) in writing.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the KTEA will improve their test score in writing during the 2012-2013</li> </ul>

	<p>school year.</p> <ul style="list-style-type: none"> <li>• 62% of students taking the KTEA will improve their test score in writing during the 2013-2014 school year.</li> <li>• 64% of students taking the KTEA will improve their test score in writing during the 2014-2015 school year.</li> </ul>
Summit Academy students will increase achievement in mathematics.	<p>Students completing algebra I and in attendance at least 126 days will pass the algebra end of course assessment the first time.</p> <ul style="list-style-type: none"> <li>• In 2012-2013 25% of the students will pass the algebra ECA the first time.</li> <li>• In 2013-2014 29% of the students will pass the algebra ECA the first time.</li> <li>• In 2014-2015 33% of the students will pass the algebra ECA the first time.</li> </ul>
	<p>Students in attendance at least 126 days will pass the mathematics portion of the ISTEP.</p> <ul style="list-style-type: none"> <li>• In 2012-2013 34% of the students will pass mathematics.</li> <li>• In 2013-2014 38% of the students will pass mathematics.</li> <li>• In 2014-2015 42% of the students will pass.</li> </ul>
	<p>Students will show improvement on NWEA MAP test in mathematics.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the NWEA MAP test will improve their test score in mathematics from one testing window to the next during the 2012-2013 school year.</li> <li>• 62% of students taking the NWEA MAP test will improve their test score in mathematics from one testing window to the next during the 2012-2013 school year.</li> <li>• 64% of students taking the NWEA MAP test will improve their test score in mathematics from one testing window to the next during the 2012-2013 school year.</li> </ul>
	<p>Students will show improvement on the Kaufman Test of Educational Achievement (KTEA) in mathematics.</p> <ul style="list-style-type: none"> <li>• 60% of students taking the KTEA will improve their test score in mathematics during the 2012-2013 school year.</li> </ul>

	<ul style="list-style-type: none"> <li>• 62% of students taking the KTEA will improve their test score in mathematics during the 2013-2014 school year.</li> <li>• 64% of students taking the KTEA will improve their test score in mathematics during the 2014-2015 school year.</li> </ul>
Summit academy students will improve their behavioral, social and emotion functioning	Summit Academy students will show improvement as measured on the Behavior Intervention Monitoring Assessment System (BIMAS) at a 60% rate.

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

c. The educational program at Summit Academy is tailored to meet the individual needs of all students to promote academic progress and support positive behavioral change. The goals reflect the historical underachievement of the target population of Summit Academy and are set at a point to out perform the school districts and demographics we intend to serve.

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.

d. The instructional design of Summit Academy consists of classroom instruction supplemented with computer based activities when appropriate, utilizing a low student to staff ratio in small classes. Instruction may occur in a variety of ways such as one-on-one, small group, online, whole class, cooperative learning activities s, laboratory experiences and field trips. Instructional strategies may include direct instruction, interactive instruction, indirect instruction, independent study, and experiential learning. Teachers will be assessing student prior knowledge and develop a connection from that prior knowledge to the introduction of new learning, a scaffolding concepts and skills necessary to master the standards addressed. Students then interact with the new material by analyzing information, demonstrating, and practicing new skills. Time is allotted to for the student to demonstrate in writing, verbally or other assessment avenues, the impact of the lesson. The quality of the impact of the instruction toward learner goals is assessed informally on daily basis by the teacher. In addition to regular feedback from the teacher students will receive more frequent feedback in the form of 3 week progress reports on a 6 week grading period. The instructional design supports the goals and objectives because the standards are the basis for instruction. These standards are the basis of ISTEP+ grades 3-8; end of course assessments in English/Language Arts and

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

e. Students will have experiences based on best practice strategy and methodology. To ensure this administration will monitoring lesson planning, observe that stated plans are carried out by formal and informal observation of teaching and learning in the classroom. Teachers will receive professional development to support greater learning opportunities for students as outlined in detail of section 14, Professional Development in this application.

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

f. To develop and maintain consistency in the delivery of instructional strategies and methodology, all teachers will participate in in-service experiences on best practices. Best practice strategies that are the focus of in-services will be implemented in the classroom across the curriculum. Teachers will be provided growth opportunities to refine their use of strategies and methodology through observations of other teachers and administrative formal observations. Follow-up dialogue after observations will be necessary in order to maximize feedback to improve teaching and learning. The impact of the strategies will be determined through a regular, thorough review of summative assessment data in specific areas of reading, writing, mathematics and behavior.

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

g. Assessment information will be used to drive instruction in two ways. As a diagnostic tool teachers will use assessment information to tailor instruction in the classroom. Pre and post test information will be review by during staff daily morning meetings to identify areas of strengths and weaknesses in instruction and student learning.

## 8. Calendar and Daily Schedule

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



Attachment 8 -  
Calendar and Daily Sc

## 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.

a. In an overview of the school curriculum would include instructional focus on reading, writing, mathematics, science, social studies and selected electives. The school curriculum of Summit Academy will provide access to the common core standards for all students. The school curriculum will be driven by Indiana Department of Education academic standards focusing on common core standards in English/Language Arts and mathematics. This emphasis will be evident in lesson plans and curriculum maps. Double-block scheduling would also be utilized for students in taking English 10 and algebra I as well as increasing instructional time in literacy.

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

b. The instructional design of summit academy will utilize various formative assessments both formal and informal to determine the individual academic needs of each student. Teachers will be proficient at scaffolding and differentiated instructional methodologies within the classroom. Teachers will receive professional development experiences and collaboration to identify and refine effective best practices for students from low socioeconomic and special education subgroups. The curriculum will allow for students to have additional instructional in language arts and mathematics yet still receive instruction in other core academic areas, music, art and PE.



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

c. Summit Academy will ensure that curriculum and instruction is aligned to standards through administrative review of lesson plans, and formal and informal observation of teacher performance. This will additionally be supported by professional development activities including in-service training, classroom observation and follow-up dialogue and collaboration.

**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.

d. The instructional strategies and methodology that all teachers need to know and use at Summit Academy would include anticipation guides, K-W-L, concept mapping, choral reading, didactic questions, Frayer models, problem solving, quick writes, reader's theatre, and various graphic organizers. Teachers would need to know a variety of collaborative methods such as parallel teaching, alternative teaching, and station teaching as well as maintaining high expectations for all learners, differentiating instructional practices in addressing student's needs, and creating learning environments that incorporate incentives for success.

## ***Technology***

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

e. Summit Academy will implement technology to support learning goals by utilizing Smart Boards in most classrooms. Professional development on Smart Boards used will be incorporated to gain the most benefits for student learning. Portable laptop carts servicing classrooms are currently in use as well as a computer lab with 10 wireless computers, printer, and internet access for student use as well as for electronic assessments of NWEA. Another computer lab dedicated for credit recovery/accrual programs is also currently operational.

All of the above mentioned technology will be used to address content in the areas of reading, writing and mathematics especially to address school goals. The use of media and technology will provide greater access to content and allow teachers to more effectively address various learning styles and also increase technology related skills.

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

f. Technology will be used to provide access to the curriculum and deliver enhance instruction via the internet as Summit Academy will incorporate Interactive White Board technology to enhance teaching and learning. In addition, computer based credit accrual will be offered. Summit Academy will require funding to improve its use of technology to aid student learning. A portable laptop cart will be utilized in classes for graphic design, word processing, other technologies and student presentations across the curriculum. Most classrooms will be equipped with a LCD projector that is interfaced with the teacher's computer for classroom use and lesson presentations. The computer lab will be updated with 12 new computers to facilitate classes such as Plato Learning Credit Recovery Program and computer technology courses.

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

g. Summit Academy will enhance communication by utilizing a school software system Harmony by LogicKey. This program allows parents, and guardians secure access to student's information such as grades, transcripts and the like. Parents or guardians will be provided information on how to access Harmony upon their child's enrollment by email as well as regular mail. Information on school events and calendars will be available electronically. Students will have access to technology through Smart board use within the class and students enrolled in credit recovery/accrual programs will be able to remotely access those websites.

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

h. Summit Academy will budget \$25,000 annually for the first two years to purchase hardware, licenses and professional development. Below is a chart of expenditures

**Technology Costs**

Quantity	Technology	Item Amount
1	Plato Learning System	\$5,500.00
1	NWEA (include PD)	\$3,500.00
1	Harmony	\$250.00
3	Smart Board complete set-up	\$15,750.00

	Total	\$25,000.00
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## 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).

- a. Student formative and summative evaluation data will need to be communicated to teachers in order to improve teaching and learning resulting in improved student achievement. It is imperative that formative data on individual students and student groups be relayed to teachers quickly and efficiently. This can be done in a variety of ways. First, KTEA diagnostic data will be delivered via email to all teachers to guide lesson design. Regular “data workshops” will be scheduled as outlined on the Professional Development In-service and Workshop calendars described in detail in section 14 of this application.
- c. During the first month of school a Data Workshop will be held for all teachers to review MAP test results in reading, language usage and mathematics. Another data workshop will be held for all teachers to evaluate student writing based on an Indiana Department of Education writing rubric. During the Data Workshop each evaluation group comprised of teachers will be lead by a member of the writing committee trained in the use of the writing rubric in order to maintain consistency. Writing assessments evaluation will be held three times a year early fall, mid-winter, and late spring.
- d. Summative assessment evaluations would occur immediately prior to the beginning of the school year. Assessments to be reviewed would include ISTEP+ grades 3-8 and ECA, MAP tests, writing responses and the BIMAS assessment. Each subtest for all assessments would be evaluated as a strength or weakness. Deficient areas would be targeted as a means to meet or exceed stated benchmarks for the objectives. Specific areas, for example organizational skills in writing, would be targeted for increase professional development, greater focus in curriculum and instruction.

- b.** Organization Framework. Create a Table or Chart (10 b.) to detail the assessment system.



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).

To ensure compliance with federal and state statutes, regulations and rules specifically regarding special needs students, a full time coordinator of special education services will be employed on staff. Job responsibilities will include assuring compliance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and Indiana Article 7, as well as Americans with Disabilities Act of 1990 (ADA). This special education case manager will coordinate services through collaboration with three special education teachers and all other licensed education teachers.

Staff will identify students with special needs through the enrollment process. Continuous evaluation of the student population by education staff may result in referrals to the school psychologist.

Appropriate services will be delivered by the general classroom teacher and/or special education classroom teacher as indicated on a student's Individualized Education Program (IEP). Special education teachers will consult the classroom teachers on appropriate strategies to meet the student's special needs.

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

Summit Academy would provide educational services within the Vigo County School Corporation limits as well as other geographical locations around the state. A review of data from selected districts within Lake County and Marion County was included as a target location. Specifically, poverty rates of the districts and free and reduced lunch and

special education subgroups were studied as well as this will be representative of targeted population of Summit Academy.

District	Five to 17 year olds in poverty	Free and Reduced Lunch	Special Education
East Chicago	35	99	18
Gary	38	84	18
Hammond	26	81	16
MSD Washington/Indianapolis	21	49	16
MSD Wayne/Indianapolis	25	70	15
IPS	35	82	21
VCSC	25	52	25

The above data indicates the geographic areas that Summit Academy targets have high percentages of children in poverty and have large percentages of free and reduced lunch and special education students.

- c. Summarize performance data for district populations and subgroups on applicable State assessments (ISTEP+, IREAD, IMAST, ISTAR, ECA).

Below is a summary of targeted schools subgroup's performance on state assessments derived from the Indiana Department of Education website. Research indicates data from IMAST and ISTAR is only available at the school level at this time.

Districts schools meeting AYP in English and mathematics in Summit Academy target demographics of Free/Reduced and Special Education, 2008

**Free and reduced**

District	Number of schools	Pass percentage
East Chicago	9	50
Gary	23	39
Hammond	20	48
MSD Washington/Indianapolis	12	63
MSD Wayne/Indianapolis	14	57
IPS	78	54
VCSC	27	59

Total/average	183	53
<b>High schools only</b>	<b>24</b>	<b>29</b>

Special education		
District	Number of schools	Pass percentage
East Chicago	6	42
Gary	18	39
Hammond	15	27
MSD Washington/Indianapolis	12	63
MSD Wayne/Indianapolis	14	50
IPS	39	49
VCSC	27	59
Total/average	131	48
<b>High schools only</b>	<b>18</b>	<b>17</b>

The data indicates only half of the targeted schools free and reduced lunch groups and special education subgroups meet AYP. When considering only high schools, less than one-third make AYP. The special education subgroup performs at or below the free and reduced subgroup in every district.

ECA Pass Percentage 2009-2010		
District	Algebra	English
East Chicago	35	40
Gary	17	27
Hammond	49	39
MSD Washington Indy	63	63
MSD Wayne Indy	44	52
IPS	30	38
VCSC	60	59

Most school districts do not achieve a fifty percent pass rate on the ECA with one district achieving a low of 17% in Algebra I.

Target Districts Passing Percentage in Both English/Language Arts and Math on ISTEP  
3-8, 2011

Socioeconomic Status

District	Paid	Free and Reduced Lunch
East Chicago	42.6	43.8

Gary	54.2	43.7
Hammond	61.1	50.3
MSD Washington Indy	86.9	54.5
MSD Wayne Indy	71.5	51.4
IPS	59.7	42.6
VCSC	83.3	59.0

Special education		
District	General Education	Special Education
East Chicago	46.4	23.2
Gary	47.7	17.8
Hammond	56.5	22.6
MSD Washington Indy	70.4	50.9
MSD Wayne Indy	60.1	22.6
IPS	49.8	20.5
VCSC	77.6	43.4

On the ISTEP 3-8, the passing rate for free and reduced lunch is well below that of paid lunch in almost all targeted school districts. Performance gaps between the two socioeconomic groups range from +1 percentage point to over -30 percentage points. This discrepancy is even greater for the special education subgroup as most underperform twenty to nearly forty percent.

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

Summit Academy is unique in that we will educate children in our charter school that have been placed by several communities, as well as children choosing to attend from our local community. Summit Academy will continue to target at risk students. During Michele Madley's meeting with Mr. Tanoos, the Superintendent of Vigo County Schools, he stated our population is unique and difficult to serve. In addition the Department of Children Services supports our endeavors as they are aware that many of the children attending our school have not been educated for as little as a few months, up to almost one to two years. The ISTEP 3-8 passing rate for children on free and reduced lunch reveals well below that of paid lunch in almost all targeted school districts. The discrepancy is even greater for the special education subgroup as most underperform twenty to nearly forty percent. Our current school serves a very high percentage of special education students and all of our current students are on free and reduced lunch.

## 12. Serving Special Populations

### Identifying and Serving Special Needs

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

Summit Academy will devote various resources to serving special needs students. As this is one of targeted demographics Summit Academy plans to employ on staff four special education teachers. Caseloads and class loads will vary from teacher to teacher but all teachers will have built within their schedule at least one period for case conferencing and other responsibilities associated with IEP development, monitoring communication with general education teachers, and observation. Additionally, Summit Academy would contract a school psychologist for testing, evaluations and consultation purposes, and also contract for a speech and language pathologist. Specific professional development activities needed in serving students with special needs are diverse and could include conferences and workshops offsite with teachers bringing newly acquired ideas and skills to Summit Academy and being provided collaboration opportunities with other special educators. Additional instructional materials and technology to meet student needs are described in Table 12f. Total amount budgeted is \$44,000.00

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

The supplemental instructional design will meet the range of learning needs at Summit Academy. Upon enrollment students are tested to determine current academic skills. Students are placed in an ability based class determined by testing, age, and other individual factors. Within the classroom, student's assignments can be tailored and modified according to individual student needs. Teachers will modify assignments based on IEP's, student learning styles and utilize a variety of methods and strategies to determine what students know, what students learn, how students will learn it and how students will express what they have learned. General and special education teachers will collaborate daily in the morning meetings. This time will be used to plan for instruction in co-teaching arrangement, review assessment data on individual students to assess progress on IEP goals.



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

Summit Academy's overall approach to serving students with special needs will involve a multifaceted approach rooted in school-wide positive behavior and intervention strategies or SWPBIS. This approach utilizes an agreed upon set of school wide behavior goals, staff buy in, character education instruction, clear discipline policy and procedures and positive behavior programs within the school for short term and longer terms. This program involves data collection on each facet to attain more for results and outcomes to refine programming. Specific details of this program are available at [www.pbis.org](http://www.pbis.org)

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

Progress monitoring of students with special needs may occur in a variety of ways. Progress reports will be developed by the appropriate special education teacher to be disseminated at regular intervals throughout the year. More specific objective data tracking that occurs will be reviewed by administration on a monthly basis for progress. Information on student progress will be communicated electronically during morning staff meetings.

- 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 process to evaluate the efficacy of serving special needs students will occur in a variety of ways. First the positive behavior support program will be monitored through the use of surveys, of staff and students, changes in the number and type of disciplines issued, changes in the number of positive behavior recognition as a way to monitor goals and interventions utilized. Secondly, IEP goals in reading, writing, mathematics and behavior could be analyzed for progress.

- 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.



Attachment 12f -  
Personnel for Special

### 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. School-Wide discipline method (positive behavior supports, etc).

#### **Education Policies, Rules and Procedures**

##### **Classroom Rules**

- Be in your assigned seat or area when the bell rings.
- Raise your hand when asking permission to speak.
- Stay in assigned seat unless teacher gives permission to exit.
- Be alert and ready to work.
- Complete all schoolwork.
- Return all materials at the end of the class.
- Be respectful to peers and staff.
- Only bring school related items to the classroom.

##### **Dress Code**

Student dress at Summit Academy should ensure a neutral environment that is conducive to learning. Clothing should not violate the health, safety, or decency of the school operations and should not interfere with classroom learning. Having that principle in effect, the following guidelines are in effect:

- All clothing should be clean in good repair
- Any clothing deemed disruptive or distracting to the educational process or that is a safety hazard is prohibited.

- No see-through clothing should be worn.
- All shirts must have sleeves covering the shoulder. Muscle shirts are prohibited
- Shorts and/or skirts must be below the fingertip level with the arm fully extended.
- Shirts must cover midriffs and backs. Low cut necklines and strapless shirts will be prohibited.
- Pants and shorts must be worn at the waist line and be of appropriate size.
- No head coverings are permitted in the buildings.
- All outerwear, such as jackets and coats, must be taken off when entering the classrooms.
- Shoes must be worn at all times.
- Students are not to wear any clothing item that is obscene, vulgar, advertises alcohol or tobacco, is racist, or disrespectful to others.

It is the discretion of the school's administration and/or faculty as to what is appropriate for the learning environment. Students wearing questionable attire will be required to change into clothing meeting the dress code requirements.

### **Discipline Policy**

Summit Academy uses a progressive disciplinary system. This system is based upon the premise that as a student commits more violations of school policy, the penalties become more severe.

The progressive disciplinary system consists of the following levels:

Education minor-Written warning (3 in a week will result in Education Major)

Education major- Detention

In school suspension

One to three days suspension

Five to Ten days suspension with recommendation for expulsion.

- Summer school detentions will all be served after lunch. Refusals of detentions will be addressed by school administration on a case by case basis.

### **Behavior Treat (B-treat)**

Students who do not receive an Education Minor or Major in a calendar month

will earn a special lunch. This lunch will be served in an atmosphere where students can celebrate their success of earning B-Treat.

### **Scholastic Treat – (S treat)**

S treat is based upon the 6 week grade. S treat is earned if the student earns a GPA of 3.0 or better, with no grades lower than a C. Students who earn S treat will participate in a special activity. Students who earn S treat 5 grading periods will be recognized by having their name placed on the S treat Hall of Fame Plaque.

### **Semester Awards**

Gibault recognizes student achievement on a semester basis. Student awards that are given are: Highest GPA in each level, Citizenship Award, Positive Influence, Award, Math/Science Award, Most improved Student Award

### **Mo Bucks**

- Mo bucks will be distributed each Monday morning. It is the teacher's responsibility to write the student's name, teacher's name, and the date of the week on each mo buck.
- Mo bucks punches are earned by students at every grade level for good behavior, attitude, and effort.
- Each student has the ability to earn one Mo buck punch per period per school day. At the end of each week it will be possible for each student to have anywhere from 0-35 Mo buck punches. During summer session it is possible to have 20 punches per week.
- At the end of the day, teachers need to collect Mo Bucks and return to the first period teacher.
- At the end of each week 7th period teacher will calculate the total and submit the Mo Bucks form to the Administrative Assistant of the Principal.
- New Mo Bucks will be issued each Monday.
- The Administrative Assistant to the Principal will have a treasure chest located in her office. The goodies in the treasure chest will be purchased with the earned Mo buck points.

### **Blanc's Bank**

Blanc's Bank is designed to reward positive school behavior. Rewards will be redeemed once a week on a day determined by the teacher. In each classroom there will be a visual tracking system of the student's progress in the program.

Students can earn up to \$2 a week (in 50 cent increments) to spend in Blanc's Bank. No more than 50 cents can be banked from week to week.

To earn the reward a student must meet the following goals for the week.

- Maintain appropriate personal boundary (No fighting)
- Staying in assigned area.
- Complete all assigned school work
- A student has no outstanding disciplines

If a student must leave the classroom to calm down, the following rules must be followed.

- Get permission from staff before leaving
- Must sit/stand near the door or designated spot
- No walking/wandering around
- No cursing, yelling or disrupting classes
- No interacting with other students

### **Level System**

The Educational program at Gibault is organized into an ability level system. Upon admission, students are tested and academic records are reviewed to determine the appropriate class level. Students may move up or down in the level system based on performance. High school students earn credits which are transferable to all public schools.

### **Effort Grades**

Students are graded every period on their attitude and effort displayed. This includes behavior, following rules and how well they participate in class. A combination of effort grade and academic grade will determine the final grade.

### **Absences**

Any full day or period absence will be excused when said absence is for illness or other reason set forth by Indiana law. Class work missed during excused absences may be made up with full credit as long as it is completed within 5 days

after the student returns to school.

The following are examples of excused absence:

- Illness
- Dental or medical appointments
- Death of family member
- Court appearances
- College visits (2 per year Juniors and Seniors)
- Any absence with unique or extenuation circumstances in which the principal approves.

Students will be considered truant when not in attendance in school, class, or assigned activity, without permission of parents, legal guardians, and/or designated school officials.

### **Restroom Policy**

Students are to take full advantage of passing periods to use the restroom and transition between classes.

### **Fire Drills and Tornado Drills**

Drills are routinely performed by staff and students. Evacuation routes are posted in each classroom. When the alarm sounds students are to line up in silence at the classroom door. The teacher will then instruct the class to exit the room and proceed to their assigned area in silence. The students are to line up in the assigned area so that the teacher may take a head count. Students will remain silent until the drill is completed. Students may talk quietly as they return to the classroom.

### **Tardy Policy**

Students are expected to be on time for class. Students are to be in their assigned area when the bell rings. Students that are more than five minutes late to any class will be considered truant.

### **Procedures for Lunch**

- All students will sit with your assigned group while waiting for entry to the dining hall.
- When called to the recreation room doors, students are to stand quietly in a single file line.

- Students will stay orderly while waiting to enter the dining hall.
- When the bell is rings for announcements every one is to listen quietly to announcements.
- Appropriate conversations only at the dining table.
- When a table is dismissed, students are expected to go with their staff member to their assigned recreation area.

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

According to reports released by the Council of State Government (CSG) Justice Center students who are repeatedly suspended or expelled are less likely to finish high school successfully. The Texas study Breaking School's Rules: A Statewide Study of How School Discipline Relates to Student's Success and Juvenile Justice Involvement had several key findings summarized below

- Half the students with at least a dozen disciplinary actions were involved in the juvenile justice system.
- Three percent of the actions were for zero-tolerance policy actions.
- Almost half of students with at least a dozen disciplinary actions failed to graduate.

The report's findings suggest that there are major differences between similar schools but yield different disciplinary action records. The report also concludes on steps needed to be taken to improve discipline programs in schools. Once such program is school wide instructional-positive behavior support (SWPBS on [www.pbis.org](http://www.pbis.org)). This program has a multi-tier level of prevention and incorporates positive behavior support into a comprehensive discipline program. In another article from the National Association of School Psychologists, Fair and Effective Discipline for all Students: Best Practice Strategies for Educators, states that ... "zero-tolerance" policies have proven largely ineffective and even counter productive"...The article promotes researched based strategies that increase desired behavior and not just using punishment to decrease negative behaviors. Summit Academy will employ a discipline program that is comprised of numerous positive behavior support systems both school wide and teacher developed in addition to a detention based system.

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

**c. Link to the schools mission and instructional design.**

The mission of Summit Academy is to provide each student the opportunity to reach his or her greatest potential by providing a safe, disciplined structure and creative

environment that prepares students for academic success. Our instructional design places a premium on changing maladaptive behaviors through a multifaceted disciplinary approach to include positive behavior supports. In addition to behavior change, students academic needs will be met by teachers utilizing best practice strategies and methodologies to best suited for special education students and students from low socio-economical backgrounds.

## 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.

The potential staff that exists has a range of experience from 1 to 33 years with diverse experiences within the group. The current staff has extensive training on best practice strategies and methodology. This professional development is ongoing and will include scaffolding, reading, writing strategies and in-services covering poverty research publications from Ruby Payne. The expertise of staff is wide ranging from secondary content area teachers, middle and elementary, special education teachers and fine art.

### Professional Development Plan

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

The staff development priorities should focus on the content areas of English language arts, mathematics, and behavior management. In addition to this, instructional strategies and methodology and best practice research on value systems relating to children poverty are parts of the program designed to utilize the delivery of the curriculum.

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

Professional Development 2012-2013		
DATE	TOPICS:	FACILITATOR/ COORDINATOR
August 13	<ul style="list-style-type: none"> <li>Teacher Orientation and Fall Packet</li> </ul>	Administrators



	<ul style="list-style-type: none"> <li>• Review 2011-12 MAP</li> <li>• ECA data review</li> <li>• ISTEP 3-8 data review</li> <li>• Instructional strategy presentation</li> <li>• TCI (10a-12N)</li> </ul>	Lead Teachers TCI trainer
August 16	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 22	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
August 23	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 29	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
August 30	<ul style="list-style-type: none"> <li>• Indiana IEP training required for special education teachers</li> </ul>	Special Education lead teacher
September 5	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 12	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
September 13	<ul style="list-style-type: none"> <li>• Fall Student Writing Response Evaluation</li> </ul>	Writing Committee
September 17-28	<ul style="list-style-type: none"> <li>• Instructional Self-Audits</li> </ul>	All staff
September 19	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 26	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 1-4	<ul style="list-style-type: none"> <li>• Peer observation/collaboration</li> </ul>	Core teachers
October 3	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 4	<ul style="list-style-type: none"> <li>• Review instructional audits</li> <li>• Review NWEA fall data</li> </ul>	Administration Lead teacher
October 10	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 17	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 24	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 22 - November 9	<ul style="list-style-type: none"> <li>• Formal observation and follow-up dialogue</li> </ul>	Principal
October 31	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
November 7	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
November 14	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
November 15	<ul style="list-style-type: none"> <li>• TCI refresher (3-5)</li> </ul>	TCI trainer
November 28	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
December 5	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration

		Lead teacher
December 6	<ul style="list-style-type: none"> <li>Fall MAP scores</li> </ul>	Lead teacher
December 12	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
December 19	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 2	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 9	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
January 10	<ul style="list-style-type: none"> <li>Winter Student Writing Response Evaluation</li> </ul>	Writing Committee
January 16	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 23	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
January 24	<ul style="list-style-type: none"> <li>CPR/First Aid</li> </ul>	CPR trainer
Jan. 28-Feb. 8	<ul style="list-style-type: none"> <li>Instructional Self-Audits</li> </ul>	All staff
January 30	<ul style="list-style-type: none"> <li>Morning collaboration groups</li> </ul>	All staff
February 6	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 13	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
February 18	<ul style="list-style-type: none"> <li>Review KTEA</li> <li>Analyze Audit trend data</li> <li>TCI refresher (10a-12N)</li> </ul>	Administrators Lead Teachers TCI trainer
February 19-22	<ul style="list-style-type: none"> <li>Peer observation/collaboration</li> </ul>	Core teachers
February 20	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 27	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
March 6	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 11 - 29	<ul style="list-style-type: none"> <li>Formal observation and follow-up dialogue</li> </ul>	Principal
March 13	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
March 20	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 27	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
April 10	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
April 11	<ul style="list-style-type: none"> <li>SIP review/revise</li> </ul>	All staff
April 17	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher

April 24	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
April 25	<ul style="list-style-type: none"> <li>• TCI refresher (3-5pm)</li> </ul>	TCI trainer
May 1	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
May 2	<ul style="list-style-type: none"> <li>• NWEA data review</li> </ul>	Administration Lead teacher
May 8	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
May 16	<ul style="list-style-type: none"> <li>• Spring Student Writing Response Evaluation</li> </ul>	Writing Committee

### Professional Development 2013-2014

DATE	TOPICS:	FACILITATOR/ COORDINATOR
August 12	<ul style="list-style-type: none"> <li>• Teacher Orientation and Fall Packet</li> <li>• Review 2012-13 MAP</li> <li>• ECA data review</li> <li>• ISTEP 3-8 data review</li> <li>• Instructional strategy presentation</li> <li>• TCI (10a-12N)</li> </ul>	Administrators Lead Teachers TCI trainer
August 15	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 21	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
August 22	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 28	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
August 29	<ul style="list-style-type: none"> <li>• Indiana IEP training required for special education teachers</li> </ul>	Special Education lead teacher
September 4	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 11	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
September 12	<ul style="list-style-type: none"> <li>• Fall Student Writing Response Evaluation</li> </ul>	Writing Committee
September 16- 27	<ul style="list-style-type: none"> <li>• Instructional Self-Audits</li> </ul>	All staff
September 18	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 25	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
September 30	<ul style="list-style-type: none"> <li>• Peer observation/collaboration</li> </ul>	Core teachers

-October 3		
October 2	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 3	<ul style="list-style-type: none"> <li>• Review instructional audits</li> <li>• Review NWEA fall data</li> </ul>	Administration Lead teacher
October 9	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 16	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 23	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 21 - November 8	<ul style="list-style-type: none"> <li>• Formal observation and follow-up dialogue</li> </ul>	Principal
October 30	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
November 6	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
November 13	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
November 14	<ul style="list-style-type: none"> <li>• TCI refresher (3-5)</li> </ul>	TCI trainer
November 27	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
December 4	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
December 5	<ul style="list-style-type: none"> <li>• Fall MAP scores</li> </ul>	Lead teacher
December 11	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
December 18	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 8	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 9	<ul style="list-style-type: none"> <li>• Winter Student Writing Response Evaluation</li> </ul>	Writing Committee
January 15	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
January 22	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 23	<ul style="list-style-type: none"> <li>• CPR/First Aid</li> </ul>	CPR trainer
Jan. 27-Feb. 7	<ul style="list-style-type: none"> <li>• Instructional Self-Audits</li> </ul>	All staff
January 29	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
February 5	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 12	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration

February 17	<ul style="list-style-type: none"> <li>Review KTEA</li> <li>Analyze Audit trend data</li> <li>TCI refresher (10a-12N)</li> </ul>	Administrators Lead Teachers TCI trainer
February 18-21	<ul style="list-style-type: none"> <li>Peer observation/collaboration</li> </ul>	Core teachers
February 19	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 26	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
March 5	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 10 – 28	<ul style="list-style-type: none"> <li>Formal observation and follow-up dialogue</li> </ul>	Principal
March 12	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
March 19	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 26	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
April 9	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
April 10	<ul style="list-style-type: none"> <li>SIP review/revise</li> </ul>	All staff
April 16	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
April 23	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
April 24	<ul style="list-style-type: none"> <li>TCI refresher (3-5pm)</li> </ul>	TCI trainer
April 30	<ul style="list-style-type: none"> <li>Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
May 1	<ul style="list-style-type: none"> <li>NWEA data review</li> </ul>	Administration Lead teacher
May 7	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
May 15	<ul style="list-style-type: none"> <li>Spring Student Writing Response Evaluation</li> </ul>	Writing Committee

### Professional Development 2014-2015

DATE	TOPICS:	FACILITATOR/ COORDINATOR
August 11	<ul style="list-style-type: none"> <li>Teacher Orientation and Fall Packet</li> <li>Review 2013-14 MAP</li> <li>ECA data review</li> <li>ISTEP 3-8 data review</li> <li>Instructional strategy presentation</li> <li>TCI (10a-12N)</li> </ul>	Administrators Lead Teachers TCI trainer

August 14	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 20	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
August 21	<ul style="list-style-type: none"> <li>• Technology training (optional)</li> </ul>	Lead teacher
August 27	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
August 28	<ul style="list-style-type: none"> <li>• Indiana IEP training required for special education teachers</li> </ul>	Special Education lead teacher
September 3	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 10	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
September 11	<ul style="list-style-type: none"> <li>• Fall Student Writing Response Evaluation</li> </ul>	Writing Committee
September 15-26	<ul style="list-style-type: none"> <li>• Instructional Self-Audits</li> </ul>	All staff
September 17	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
September 24	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
September 29 -October 2	<ul style="list-style-type: none"> <li>• Peer observation/collaboration</li> </ul>	Core teachers
October 1	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 2	<ul style="list-style-type: none"> <li>• Review instructional audits</li> <li>• Review NWEA fall data</li> </ul>	Administration Lead teacher
October 8	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 15	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
October 22	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
October 20 - November 7	<ul style="list-style-type: none"> <li>• Formal observation and follow-up dialogue</li> </ul>	Principal
October 29	<ul style="list-style-type: none"> <li>• Morning collaboration groups</li> </ul>	All staff
November 5	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
November 12	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
November 13	<ul style="list-style-type: none"> <li>• TCI refresher (3-5)</li> </ul>	TCI trainer
November 26	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
December 3	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
December 4	<ul style="list-style-type: none"> <li>• Fall MAP scores</li> </ul>	Lead teacher
December 10	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration

December 17	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 7	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 8	<ul style="list-style-type: none"> <li>• Winter Student Writing Response Evaluation</li> </ul>	Writing Committee
January 14	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
January 21	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
January 22	<ul style="list-style-type: none"> <li>• CPR/First Aid</li> </ul>	CPR trainer
Jan. 26-Feb.6	<ul style="list-style-type: none"> <li>• Instructional Self-Audits</li> </ul>	All staff
January 28	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
February 4	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 11	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
February 16	<ul style="list-style-type: none"> <li>• Review KTEA</li> <li>• Analyze Audit trend data</li> <li>• TCI refresher (10a-12N)</li> </ul>	Administrators Lead Teachers TCI trainer
February 17-20	<ul style="list-style-type: none"> <li>• Peer observation/collaboration</li> </ul>	Core teachers
February 18	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
February 25	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
March 4	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 9 – 27	<ul style="list-style-type: none"> <li>• Formal observation and follow-up dialogue</li> </ul>	Principal
March 11	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
March 18	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
March 25	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
April 8	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
April 9	<ul style="list-style-type: none"> <li>• SIP review/revise</li> </ul>	All staff
April 15	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher
April 22	<ul style="list-style-type: none"> <li>• Morning reading study group</li> </ul>	Administration
April 23	<ul style="list-style-type: none"> <li>• TCI refresher (3-5pm)</li> </ul>	TCI trainer
April 29	<ul style="list-style-type: none"> <li>• Morning instructional strategy presentation/collaboration</li> </ul>	Administration Lead teacher

April 30	<ul style="list-style-type: none"> <li>NWEA data review</li> </ul>	Administration Lead teacher
May 6	<ul style="list-style-type: none"> <li>Morning reading study group</li> </ul>	Administration
May 14	<ul style="list-style-type: none"> <li>Spring Student Writing Response Evaluation</li> </ul>	Writing Committee

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

On going professional development opportunities will occur on a regular schedule for the entire school on the first and third Wednesdays of each month in a 20 minute morning meeting, instructional strategies and techniques will be presented. Teachers will be required to implement the strategy within the classroom within a two week time period. Administration will monitor implementation through a review of lesson plans, formal and information observation, administrative conferencing and peer observation and collaboration. Details of this schedule were outlined in the previous section. As a part of the professional development process, regular timely review of assessment data will occur as it becomes available throughout the school.

**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 professional development system will need to measure the impact of professional development activities on student learning and classroom behavior. A variety of evidence will be collected such as formative and assessment data, instructional audits, lesson plans, and student work. Data from these sources will be organized by administration and lead teacher, analyze and interpreted by all staff to draw conclusions and make recommendations. Administration and lead teachers will identify areas of professional development evaluation in need of refinement

**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.**

The teachers of Summit Academy would have a variety of skill levels to work with the targeted demographics of special education and low socioeconomic status. Five lead teachers would be identified to attend specific professional development opportunities



and assist administrators. The estimated cost of conferences and associated expenditures would be \$7,500.00 with professional development materials and additional \$2,500.00. The total line item for professional development would be \$10,000.00.

## 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.

Co-curricular and Extracurricular programs are not being planned for the term of this charter.

N/A

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

Co-curricular and Extracurricular programs are not being planned for the term of this charter.

N/A

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

Co-curricular and Extracurricular programs are not being planned for the term of this charter.

N/A

## 16. Transition Plan

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

Studies have shown that transitions for students from one grade span to the next are critical points to navigate successfully to reduce the chances of dropping out. At Summit Academy the transition from elementary to middle school is blurry due to ability-based class grouping. In transitioning from middle school to high school, that transition is much more distinct and also carries with it increased risk factors that pose a threat to the

success of the student. At both junctures students transitioning from one grade level to the next will be recognized at the spring academic awards luncheon for their accomplishments. For entering high school students and parents an orientation will be held to present information and answer questions on such topics as graduation requirements, high school credit requirements, diploma types, and end-of-course assessments. In addition a four year timeline will be given to students that include PSAT, SAT/ACT, FAFSA, and career and college exploration. Students, parents, and staff can access [www.learnmoreindiana.org](http://www.learnmoreindiana.org) to explore more information on careers and planning for the transition from high school to college.

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

Due to large contingent special education students at Summit Academy, case conferencing as students enroll and withdraw is an additional transition issue. Upon enrollment students will have a timely conference to determine goals, objectives, accommodations and other relevant issues. Anticipated withdraws will be handled by scheduling a conference Summit Academy and the new school will participate in. If for some reason a case conference cannot be held prior to withdrawal, Summit Academy will be available to participate in any conferencing needs if requested.

## 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.

Summit Academy will identify the needs of students and families through the use of a survey. A sample survey is included to serve as a starting point and will be used as a guide for decision making for effective parental involvement.

Parent Involvement Survey

Dear Parent,

Thank you so much for taking the time to provide us with your valuable input to complete this parent survey.

**1. What opportunities to participate, as appropriate, in decisions relating to the education of your child, would you be interested in?**

- |   |  |
|---|--|
| <input type="checkbox"/> Annual Surveys           | <input type="checkbox"/> Book Fair           |
| <input type="checkbox"/> Conferences              | <input type="checkbox"/> Clubs/Organizations |
| <input type="checkbox"/> Luncheon with your child | <input type="checkbox"/> Volunteer           |
| <input type="checkbox"/> Workshops                |  |
| <input type="checkbox"/> Other Please Specify:    |  |

**2. Which of the following days and times are best for you or your family to attend a school event? (Please check all that apply)**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> 7-9 a.m.       | <input type="checkbox"/> 3-5 p.m. |
| <input type="checkbox"/> 9-12 noon      | <input type="checkbox"/> 5-7 p.m. |
| <input type="checkbox"/> 12 noon-1 p.m. | <input type="checkbox"/> 7-9 p.m. |
| <input type="checkbox"/> 1-3 p.m.       |                                   |
| <input type="checkbox"/> Monday         | <input type="checkbox"/> Tuesday  |
| <input type="checkbox"/> Wednesday      | <input type="checkbox"/> Thursday |
| <input type="checkbox"/> Friday         | <input type="checkbox"/> Saturday |

**3. What topics would you like more information on to ensure your child's success? (Check all that apply)**

- ☐ Subject area standards
- ☐ Academic achievement standards
- ☐ Assessments ISTEP
- ☐ Title I
- ☐ Monitoring your child's progress
- ☐ Workshops related to reading, math, etc.
- ☐ Other Please Specify:

**4. How do you monitor your child's progress? (Check all that apply)**

☐ Conferences with teachers

☐ Emails

☐ Interim reports

☐ Report cards

☐ Student

☐ Telephone calls

☐ Other Please Specify:

**5. What type of Parent Involvement activities would you like to see at your child's school next year?**

**6. What method do you prefer the most as a means of notification regarding meetings, events and other programs offered at school? (Please select one.)**

☐ Phone messages

☐ Fliers

☐ Newsletters

☐ Email

☐ Other Please Specify:

**7. What reasons, if any, prevent you from attending school functions such as the Title I Open House, PTO meetings, Family Reading Nights, etc.? ( Please check all that apply.)**

☐ Distance

☐ Family commitments or other activities

☐ Refreshments

☐ Transportation

☐ Work

☐ Other Please Specify:

**8. What type of workshops would you be willing to attend or would like to see? (Check all that apply.)**

☐ Tutoring

☐ Reading activities

☐ Math activities

☐ Parenting

☐ Computer training

☐ Academic planning

☐ Other Please

**9. Do you access the internet at any of the following locations? (Please check all that apply.)**

☐ At Home

☐ At work

☐ At library or other public setting

☐ I have no access to the internet

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

The goal of Summit Academy is to prepare students for academic success. Parent involvement is important in the education and development of the child. Parent involvement today can take on a variety of forms. The goals of Summit Academy Charter School would be to:

- Increase parental involvement
- Increase communication between the school, parents and the community at large
- Provide relevant programs that increase parenting skills that can be utilized to improve their child's chance for educational success

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

A Likert type scale will be utilized as a pre and post assessment tool to determine specific benchmarks for goals stated in the above mentioned section. The standards for assessments are derived from a framework developed by Dr. Joyce Epstein, director of the Center on Families, Communities, School and Children's Learning at John Hopkins University as adopted by Project Appleseed available at [www.projectappleseed.org](http://www.projectappleseed.org). According to Project Appleseed the six standards of parent involvement include:

1. Volunteering
2. Parenting
3. Communicating
4. Learning at Home
5. Decision Making
6. Collaborating with Community

The overall program would consist of parental surveys to determine how parents may be able to assist the school in its mission and complete a parent pledge. Parental group meetings will occur on a bi-monthly basis to discuss topics in response to survey information that parents desired to know, and other workshops of benefit. Other activities will include a semi-annual open house and Parent Advisory Committee that meets on a regular basis. The school would need to use various methods of communication such as newsletters, emails, and phone messages to inform parents of activities. The expectations of the program would be to increase student achievement through the parental pledge and parent workshops. Increase awareness of school policies, activities and goals and increase parental input, when appropriate in the decision making process.

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

Summit Academy Charter School will strive to develop an understanding within the community in order to garner local support for our mission. The understanding of our educational program will occur through the use of the media such as newspaper, radio, television. The content of media ads will focus on describing our mission and curriculum of Summit Academy.

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

Parents will have opportunities to influence the management of the school through a parent group. A seat on the board will be reserved solely for a parent of a student attending Summit Academy. Through the use of surveys parents will participate in school improvement planning process.

Parents will be directly involved with Summit Academy through an open house conducted at the end of the first six weeks hosted by the education staff. After the first grading period each semester a parent teacher conference will be scheduled to discuss student progress. Grade cards will be available at the parent teacher conference. Parents will also receive information on how to view their child's academic progress electronically. Report cards, school newsletter, personalized letters sent home will ensure parental involvement. Education staff will be available for individual scheduled appointments as needed throughout the year.

Parents will also be able to provide input through a survey, requiring their experiences with and attitudes toward the school. The information obtained from the survey will be utilized as a part of the school improvement plan.

Parents will be encouraged to volunteer to assist with field trips and attend and/or participate in special programs throughout the year and parent/teacher organizations will be encouraged so that a family-school partnership is developed.

## 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.

The school will contract with Gibault Children's Services (Gibault) for various services. The budget line item Professional and Technical Services includes \$5,000 for a Speech therapist and \$35,000 for a Psychologist. The Psychologist is an employee of Gibault and will be leased to Summit Academy on an hourly basis. The Other Service Contracts line item for \$120,000 is the management fee to Gibault for services provided by the Corporate Staff. The Food Service Contract for \$200,000 is also with Gibault.

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

Various Gibault employees will provide services to Summit Academy so management positions will not need to be duplicated. Sharing employees will reduce costs by minimizing personnel and benefits and streamlining processes by centralizing various business functions. The \$10,000 monthly management fee is intended to reimburse Gibault for costs associated with salaries and benefits for the Corporate Staff that will be responsible for oversight, payroll, benefits management, financial reporting, accounts payable, accounts receivable, information technology, marketing, safety and security and so on.

As mentioned before, the Psychologist is an employee of Gibault and will be leased to Summit Academy on an hourly basis.

Food Services will be provided by Gibault since they already maintain a kitchen and staff for its residential treatment programs. The contract amount will cover actual costs for kitchen personnel and provisions for meals during school hours. A significant portion of these costs will be offset by reimbursements from the Indiana Department of Education school lunch program.

## **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.

Summit Academy Board of Directors will govern the charter school. The Board will be responsible for addressing major matters including setting general policies, approving the annual budget, fund raising, hiring and evaluating the principal, approving personnel policies, monitoring implementation of policies by the principal.

Summit Academy Board of Directors will delegate the responsibility of running the Charter and implementing board policies to a Principal or Charter School Administrator. Where appropriate the Principal will delegate certain responsibilities to the teachers.

Summit Academy will be managed daily by the Assigned School Principal and or his/her designee (Assistant Principal). Summit Academy will abide by state standards pertaining to educational hours provided daily.





Attachment 19a -  
Organizational Chart

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

Summit Academy chose one of the three models presented by Gary Gruber Ph.D. consultant with Carney Sandoe and Associates, Santa Fe. The model Summit Academy will implement includes conducting our school with a Board of Directors with a structure of officers, by-laws and delegation of management to a principal/Chief Administrator. As stated by Gary Gruber, this model draws inspiration from the approach to board governance traditionally found in non profit organizations.

## 20. Governing Board

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

- Summit Academy Board of Directors as a whole will be responsible for the following:
  1. Carrying out the mission of providing each student the opportunity to reach his or her greatest potential by providing a safe, disciplined structure and creative environment that prepares students for academic success. The board will review this mission periodically and each board member will fully understand and support the mission.
  2. Summit Academy Board of Directors will be responsible for ensuring the Principal/School Administrator receives the professional support he or she needs to further the goals of the charter school. The Principal/School Administrator will work with the entire board to determine a periodic evaluation of the Administrators performance.
  3. Summit Academy Board of Directors will approve the annual budget and ensure the proper financial controls are in place.
  4. Summit Academy Board of Directors will articulate the organizations mission and goals to the public as well as gain support from important members in the community to increase public relations relevant to conducting the charter school.
  5. Summit Academy Board of Directors will annually review its own

6. performance and work to decide which areas need improvement. Summit Academy Board of Directors will work with the Principal/Chief Administrator and the fund development staff to raise funds from the community.

- Individual officer responsibilities:

The officers of the Corporation shall consist of a Chair, a secretary, a treasurer and such other officers the Board of Directors may otherwise elect.

7. Each officer will be elected by the Board of Directors and shall serve one year or such other period as prescribed by the directors at the time of such election, and until the officers successor is elected and qualified
8. Each officer may not simultaneously hold more than one office
9. Each officer shall be a member of the Board of Directors
10. The Chair will be responsible for implementing policies established by the Board of Directors. The Chair shall perform such other duties as the Board of Directors may prescribe.
11. The Secretary shall be the custodian of all papers, books and records of the Corporation other than books of account and financial records. The secretary shall prepare and enter in the minute book the minutes of all meetings.
12. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.
13. Other Officers shall perform such duties as the Board of Directors or the Chair may prescribe.

- Election/Selection of our initial three Board members occurred by our founding members seeking qualified applicants and contacting and meeting with each interested individual. The selection was not a difficult process for our members as we have an already existing school and the three individuals chosen, currently volunteer their time and services to the improvement of our current educational system. Melinda Kirchner is a prior employee and highly experienced in marketing and has many business and personal connections in our community and

with other counties that already place students in to our current school. Rita Kaperak has been an active parent advocate for our current school and is an active member of the parent organization at our local community mental health facility. MaryAnn Mancilla has been a very strong supporter of Gibault for quite some time. She is a retired teacher and is very active in the fundraising department for our current educational program on our campus. These three individuals were selected and have met with our founding members on numerous occasions and have participated in orientation pertaining to our school. In addition Mary Ann and Melinda have participated in on campus trainings pertaining to understanding the at risk children we serve.

Election/Selection of our future board members will be completed year round and not in a traditional ad hoc nominations process. Summit Academy will review the mission, vision, goals and determine new skills, personal contacts and other attributes on a year round basis. This will occur after the completion of the strategic plan and a written board director job description will be created so that board responsibilities are clarified to those who wish to apply. A board development committee will be established so that recruiting priorities can be established. This team along with the Charter School Administrator will develop an initial list of prospective board directors. Following review of these individuals, the committee will initiate personal contacts with prospective individuals. A formal invitation letter will be mailed to possible candidates, and a copy of the position description and additional materials about the charter school board and its responsibilities. This mailing will be followed up with personal calls and the individuals will be invited to attend an in person orientation session if interested.

Prior to the orientation session, prospective board directors will be offered an opportunity to visit Summit Academy and eat lunch with our current students and meet the Principal and other staff. Following the orientation process, any interested prospective board director wishing to continue the process will complete a questionnaire that provides Summit Academy background information. The board committee will then meet and review all of the individuals who participated. Final selection of new members will then occur in accordance with Summit Academy bylaws.

- Terms and Removal of Board Members:

1. Each Board member will serve for a term of three years or such other period as prescribed by the directors at the time of such election, and until

his or her successor is elected and qualified. Following the expiration of a directors term at least one year must elapse before he or she again may be elected to the Board of Directors.

2. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chair, or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the Chair, or Secretary. The acceptance of the resignation shall not be necessary to make it effective.
3. 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
  - a. Violations of applicable law, including but not limited to (i) violation of the Indiana Charter School Law, and (ii) actions that would jeopardize the tax exempt status of the corporation or would subject it to intermediate sanctions under the internal revenue service
  - b. 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.
  - c. Breach of any governing document relating to the corporation, including but not limited to the articles, these By-laws, and the Charter Agreement.
  - d. Inadequate attendance at meetings of the Board of Directors, defined as absence from two or more regular meetings in any calendar year.

- Summit Academy believes in order to succeed in educating children, we need to build strong relationships with the parents of our students as well as the communities we serve. In addition, serving children at risk means our stakeholders extend beyond parents and local communities. We also view our stakeholders as the Department of Children Services, Probation and the Department of Education. It is our objective to link with our stakeholders.



Attachment 20b -  
Flow of Information

**e. Attach Articles of Incorporation**

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



Attachment 20c -  
Articles of Incorporat

## **21. Principal Leadership**

### **Educational Role**

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

The school leader's role at Summit Academy will be to increase student achievement and growth on standardized assessments and maintains effective attendance rates, hires, evaluates, develops leads, retains high quality teachers, and dismisses poor teachers. Maintains focus on the mission and vision, conducts informal classroom observations frequently and provides feed back. Conducts formal evaluations and provides ample collaboration time. The principal should maintain a high level of personal behavior, be able to build relationships with all stakeholders and nurture a culture of achievement.

**b. Describe the qualifications required for the school leader.**

The qualifications for the principal at Summit Academy would be a master's level

K-12 building administrator license.

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

The board of Summit Academy will post the opening of the principal position in an ad in local print and electronic media. The criteria used to select prospective candidates would include those who possess a valid, appropriate Indiana principal license and experience working with at-risk and troubled youth would be preferred.

- 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.

Once all resumes of principal candidates have been collected, the board of Summit Academy will interview selected candidates. The criteria used to select the principal would include but not limited to written communication skills, being able to research, process and manipulate information and data, and possess a high level of communication skills. The prospective candidate should coordinate meaningful professional development activities and provide leadership and direction to education staff. The principal should be knowledgeable and be able to maintain compliance with all laws, mandates and reporting requirements set forth by the Indiana Department of Education.

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



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.

Summit Academy will be managed daily by a licensed Indiana Principal or his or her designee being the Assistant Principal, also a licensed Principal. The Principal or his or her designee will comply with all laws, mandates and reporting requirements set forth by the Indiana Department of Education. Hiring practices will be conducted by the Principal or his or her designee in coordination with the Human Resources Department. Finances will be monitored by the board of directors and the Chief Financial Officer for Gibault Inc.

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



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.*

The first year staffing would include a principal, assistant principal, administrative assistant and two instructional aides. This staffing arrangement would remain consistent for the term of the charter. The first year instructional staff would include three K-9 teachers, four special education teachers, a physical education and health teacher and four secondary teachers licensed in social studies, science, mathematics, and English. Subsequent enrollment will determine licensure areas of future teachers hired.

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



Attachment 22a -  
First Year Staffing



Attachment 22b -  
Staffing Projections

## 23. Staff Recruitment and Retention

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

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

- Summit Academy will ensure all teachers meet state teacher certification and licensure requirements at the time of hire. Summit Academy will employ certified teachers as school employees. At the time of hire, all teachers will meet the certification requirements by providing a copy of a current teaching license in the area of hire, which will be searched on the state website. Licensure will be verified by a check on the Indiana Department of Education Website.
- Summit Academy is an equal opportunity employer and we will utilize a variety of means to attract and recruit high quality teachers. We have a strong relationship with local college career centers including St. Mary of the Woods and Indiana State University and have utilized career placement opportunities to recruit talented and licensed students who meet the qualifications necessary to teach within our educational program. Other resources include but are not limited to, electronic recruitment mediums, including posting on the Department of Education career opportunities webpage, various periodicals and actively seeking talented individuals through a network of organizations and facilities that we partner with through the completion of our services. Once applicants have been



selected for review, a recruitment team composed of the Principal, Human Resources and Education staff as deemed appropriate will be involved in the interview process. Appropriate background checks will be completed by the Human Resources department to ensure that all candidates for employment meet the qualifications stipulated by all state and federal regulatory bodies.

- As a means of retaining quality, qualified employees, Summit Academy will remain an active participant in periodic compensation studies promoted by various trade associations and professional groups as applicable and will utilize the compiled information to ensure competitiveness of the compensation package offered to our employees. Our goal is to continue to maintain a comprehensive compensation package which includes competitive salaries, employee health insurance and benefits package, retirement planning options, certification and training fees and, on a case by case basis, tuition assistance for the pursuit of advanced degrees. Utilizing a variety of methods, including daily meetings, periodic staff forums and annual employee surveys, Summit Academy will also seek employee input regarding means of improvement and enhancement of their positions and operations within the facility. By seeking and utilizing this employee input, our staff are made aware that they are our most valuable resource which is seen as an intrinsic benefit of employment at our facility.

**Teacher/Staff Health insurance, retirement benefits, liability insurance, and other benefits**

Eligibility to participate in Gibault's 403 (b) tax-deferred annuity plan (TDA) in which contributions may be made pre-tax via payroll deductions.

Aflac supplemental health coverage options including eligibility for Gibault's medial flexible spending account and/ or Gibault's dependent care flexible spending account.

Voluntary dental coverage through Dental health options starting as low as \$8.93 per pay for monthly premium costs.

Employee health insurance plan consisting of Anthem Blue Cross/Blue Shield Health Savings Account PPO coverage with premiums as low as \$17.69 per pay which includes:

- 100% of cost for preventative care.
- 3,000 maximum out of pocket deductible for individual coverage.
- Cost attributed to maximum out of pocket deductible are issued at rate of Anthem network discounts.
- Anthem Blue Vision Coverage.

Life insurance and short term disability (STD) through Anthem life including life

coverage at (1) times annual salary and STD coverage is equal to 60% of annual salary for up to (6) months of coverage. Both are provided at no cost to employee.

Long term disability provided at no cost to our employees, provides coverage equal to 60% of annual salary after (6) months of short term disability has expired.

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

Summit Academy board of directors is the ultimate employer of the staff as they make personnel policy. The board will give final approval of wage and salary scales, fringe benefit programs, vacation plans and so forth. The principal will be given the authority to hire, organize, and supervise the staff of the organization, develop appropriate internal policies and procedures and allocate resources within budget guidelines. The board of directors, the Principal and other staff will participate together in the development of the strategic plan. This process will allow staff, board members and the principal to share differing viewpoints and explore a range of options for future actions. The board chair and the principal will meet often so that they can discuss current issues and the board and principal can establish the staff roles. The principal will be provided the task of management of the school with the assistance of his staff. The board of directors will govern Summit Academy.

## **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.

The Summit Academy administration and Gibault management will work together to develop the budget and present it to the board for further comment and approval. The budget process will begin in March with a review of budget comparisons and informational reports. Large variances between the actual results of the current year and

the budget will be analyzed so appropriate action can be taken to balance the budget for the coming year. Projected enrollment will be the basis for the budget. The teacher to student ratio will be 1:6 and other operating expenses will be prioritized based on need and the availability of funds. The proposed budget and projections will be reviewed and approved by the Board at the annual meeting and modified if necessary.

Financial statements displaying budget versus actual results will be prepared by the CFO and presented to the Board at each board meeting to monitor results.

**b. School's fiscal procedures.**

The Board will provide fiscal fiduciary oversight and will ensure that fiscal policies and procedures are implemented in a timely, appropriate and intended manner. The Board will review the annual audit and management recommendations to identify problems that need to be addressed. The Board will examine and approve the annual budget and discuss any large variances. Members will have access to monthly financial statements with budget comparisons and informational reports. Board members will be required to attend quarterly board meetings for a formal presentation of the financial results.

The Board will contract annually with a qualified independent auditing firm to conduct an audit of the charter school's financial statements in accordance with generally accepted auditing standards.

As suggested by Ball State University, the school plans to "operationalize" the Accounting and Uniform Compliance Guidelines Manual for Indiana Public School Corporations issued by the State Board of Accounts to structure its fiscal procedures. The manual has extensive guidance on capital funds, appropriations, fund requirements, prescribed forms, inter-fund transfers, limits on appropriations, budget reports and undistributed reserves. The school will maintain its accounting records and related financial reports on the accrual basis of accounting. Summit Academy will use a competitive procurement process, which requires sound business practices for purchases less than \$1,500. The school will also select the best value by obtaining three quotes for items greater than \$1,500 and less than \$5,000. A bid process will be used for items greater than \$5,000, in which three bids will be received and evaluated using a formal evaluation process. An emergency purchase must be authorized by the Executive Director or designee.

Summit Academy will establish and maintain adequate accounting records and internal control procedures to safeguard assets and resources. Internal control consists of five components: control environment, risk assessment, control activities, information and communication and monitoring. The objectives of internal control relate to financial

reporting, operations and compliance. All levels of management are responsible for preventing and detecting instances of fraud and related misconduct and for establishing and maintaining proper internal controls that provide security and accountability of the resources of the school. Internal control policies provide the school with the foundation to safeguard its assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information.

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

As prescribed by Indiana Charter Law, Summit Academy will be subject to audits by the Indiana State Board of Accounts. In compliance with Ball State University's Office of Charter Schools, Summit Academy will have a full annual audit conducted by an independent audit firm and will be in compliance with requirements set forth by the State Board of Accounts and Generally Accepted Auditing Standards (GAAS). The annual audit will be scheduled to occur in late July or early August depending on the availability of the audit firm. In the event of findings by the independent audit firm, Summit Academy will issue a corrective action response within 90 days after the closing meeting with the auditor.

The Board will appoint an audit subcommittee. This subcommittee will nominate the independent auditor and review the scope and results of the audit. The subcommittee will receive notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the subcommittee will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The audit committee will review all financial information of the school and will provide recommendations to the Board.

The independent auditors will perform a Yellow Book audit by developing an understanding of the financial operations of the school. That will be followed by risk assessment and review of policies and procedures. The auditors will evaluate governance and oversight of the operations and assess the internal controls used to safeguard assets. Sampling of transactions will be used to determine if policies and procedures are being implemented as stated. In the event of findings, Summit Academy will take corrective action immediately.

## **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 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 school's mission is to provide each student the opportunity to reach their greatest potential by providing a disciplined, safe and creative environment in which to prepare for their academic success. Summit Academy wishes to establish a charter school to meet the needs of students who have failed to progress in a traditional school setting. The emphasis on small class sizes is apparent in the budget worksheets. The projected enrollment for the first year of operation is only 85 students. Of this amount, it is estimated that 85% of the students will have an Individualized Education Program (IEP) and will require specially trained teachers and staff, smaller classes and additional services. The ratio of teachers to students is 1:6 in the budget.

In addition to staffing, the budget includes \$10,000 for professional development and \$25,000 for software and technology such as smart boards, laptops and LCD projectors.

Based on the high percentage of students with IEPs, the Other Grants line item includes Title I funding that will be needed to provide required services to those students. The Service Contract line item includes funds for a psychologist and speech therapist.

The facilities will be provided as an in-kind gift from Gibault. Gibault currently operates an accredited school on its property to provide education to the children placed in its residential treatment programs. Although the children could attend Vigo County Schools, the children would not receive the specialized services they require and most likely would not be successful in that atmosphere due to their behavior and learning disabilities. If the charter is approved, it is the intent for the residential children to attend the charter school which will occupy the buildings currently in use.

The founding group is very familiar with the overall concepts behind the operation of a school and is qualified to provide proper oversight and management. The budget includes \$10,000 annually for consulting fees if expertise is needed in management or maximizing state and federal funding.

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

Student Enrollment is estimated to be 85 in the first year of operation. This number includes the clients placed at Gibault and any other students that choose to attend Summit Academy. Revenue is derived from the estimated per-pupil funding from the state. The estimated ADM rate for the 2012-2013 school year is \$6,000 per-pupil.

In addition to the ADM rate, Summit Academy plans to apply for Department of Education Title I funds. This grant would provide financial assistance to meet special needs of disadvantaged children. The current school receives funds passed through the Vigo County School Corporation. Title I funding for Summit Academy is estimated at \$3,500 per-pupil for 85% of the projected enrollment due to the large number of students with IEPs.

Summit Academy will participate in the Department of Agriculture school breakfast program and national school lunch program passed through the Indiana Department of Education. The current school receives reimbursements of approximately \$135,000 annually from this source.

If sponsored, Summit Academy will be eligible to apply for various federal, state and local grants offered specifically for charter schools. Although no applications can be submitted prior to sponsorship and funding is not guaranteed, the budget includes \$150,000 of grant funding from the Federal Public Charter Schools Program (PCSP). The Federal Public Charter Schools Program (PCSP) awards grants to State Educational Agencies (SEAs) on a competitive basis. The SEAs then award sub-grants to individual charter schools, also on a competitive basis. Individual charter schools may use sub-grant funds for post-award planning and program design and for initial implementation activities for up to 18 months.

Grant awards for planning activities will likely range from \$25,000 to \$150,000 for a 12 month period. Further research regarding past grants to charter schools have shown that the likely amount if awarded will be \$25,000.

Organizers who have a school that is open and operating and have previously received funds for planning may request continuation funds for implementation activities, lasting up to 24 months.

Awards for implementation will likely range from \$75,000-\$200,000 and are generally for a 24 month period. Actual awards will depend upon the quality of the grant application, enrollment, previous uses of grant funds and award amounts that the state receives from the federal government. Research into previous awards granted show the general amount to be \$125,000 for the 24 month period.

A charter school organizer may apply for grant funds for planning activities as soon as

the charter is approved. Applications will be evaluated by a grant review panel based on a rubric, which is provided in the application.

Gibault plans to contribute \$950,000 cash and \$2.7 million in in-kind gifts to Summit Academy over the course of the first five years of operation. Initially, \$200,000 cash and \$220,000 of in-kind gifts are designated for start-up expenses. The first year of operation includes \$150,000 cash and \$505,000 of in-kind gifts of facility rent, utilities, insurance, management fees and selected contracted services from Gibault. In the event the cash is not available, Gibault, Inc. has a \$1.5 million line of credit with Old National Bank that could be utilized for short-term needs until long-term funding could be established if necessary. Additionally, The Gibault Foundation would subsidize payments by liquidating investments or borrowing funds to meet the obligation. It is anticipated that the funding from Gibault would be reduced or eliminated in the event enrollment numbers are higher than expected or alternative funding sources are identified.

No loans will be needed at this time. However, it is anticipated that a line of credit will be secured by a local bank in the event additional resources are necessary for short periods of time. Additional funding may also be requested from Gibault companies if necessary.

The teacher to student ratio 1:6 and the average pay for a teacher is approximately \$35,000 plus benefits.

Due to the high number of students with IEPs, additional funding has been included in the budget for staff development, a school psychologist, and a speech therapist.

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

The administration of Summit Academy intends to adhere to budget constraints as proposed in the budget worksheets. In the event of a cash shortfall in the first year of operation, Gibault companies (sister corporations of Summit Academy) are prepared to provide additional financial support to adequately fund the charter school in the first year of operation.

In the event of low enrollment, budget discrepancies will be reviewed to determine if reductions in operating costs are feasible. Personnel costs may be reduced if staff can be utilized by Gibault until enrollment numbers increase.

A portion of the management fee to Gibault includes Fund Development services. Fund raising techniques will be implemented to raise funds to benefit the school.

Gibault, Inc. DBA Gibault Children's Services currently has an accredited school on its premises. It is the intent of Gibault, Inc. and The Gibault Foundation, Inc. to support the school financially by continuing to provide various services as in-kind gifts to support its mission. Gibault's mission is to provide life-changing opportunities for children, adults, families and communities. Gibault recognizes that education itself is a significant opportunity and considers its support of the school as part of its mission.

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



Attachment 25 -  
Budget Worksheets A



## 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.

The school's mission is to provide each student the opportunity to reach their greatest potential by providing a disciplined, safe and creative environment in which to prepare for their academic success. Summit Academy wishes to establish a charter school to meet the needs of students who have failed to progress in a traditional school setting. The emphasis on small class sizes is apparent in the budget worksheets. The projected enrollment for the first year of operation is only 85 students. Of this amount, it is estimated that 85% of the students will have an Individualized Education Program (IEP) and will require specially trained teachers and staff, smaller classes and additional services. The ratio of teachers to students is 1:6 in the budget.

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The facilities will be provided as an in-kind gift from Gibault. Gibault currently operates an accredited school on its property to provide education to the children placed in its residential treatment programs. Although the children could attend Vigo County Schools, the children would not receive the specialized services they require and most likely would not be successful in that atmosphere due to their behavior and learning disabilities. If the charter is approved, it is the intent for the residential children to attend the charter school which will occupy the buildings currently in use.

The founding group is very familiar with the overall concepts behind the operation of a school and is qualified to provide proper oversight and management. The budget includes \$10,000 annually for consulting fees if expertise is needed in management or maximizing state and federal funding.

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

Student Enrollment is estimated to be 85 in the first year of operation. This number includes the clients placed at Gibault and any other students that choose to attend Summit Academy. Revenue is derived from the estimated per-pupil funding from the state. The estimated ADM rate for the 2012-2013 school year is \$6,000 per-pupil.

In addition to the ADM rate, Summit Academy plans to apply for Department of Education Title I funds. This grant would provide financial assistance to meet special needs of disadvantaged children. The current school receives funds passed through the Vigo County School Corporation. Title I funding for Summit Academy is estimated at \$3,500 per-pupil for 85% of the projected enrollment due to the large number of students with IEPs.

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If sponsored, Summit Academy will be eligible to apply for various federal, state and local grants offered specifically for charter schools. Although no applications can be submitted prior to sponsorship and funding is not guaranteed, the budget includes \$150,000 of grant funding from the Federal Public Charter Schools Program (PCSP). The Federal Public Charter Schools Program (PCSP) awards grants to State Educational Agencies (SEAs) on a competitive basis. The SEAs then award sub-grants to individual charter schools, also on a competitive basis. Individual charter schools may use sub-grant funds for post-award planning and program design and for initial implementation activities for up to 18 months.

Grant awards for planning activities will likely range from \$25,000 to \$150,000 for a 12 month period. Further research regarding past grants to charter schools have shown that the likely amount if awarded will be \$25,000.

Organizers who have a school that is open and operating and have previously received funds for planning may request continuation funds for implementation activities, lasting up to 24 months.

Awards for implementation will likely range from \$75,000-\$200,000 and are generally for a 24 month period. Actual awards will depend upon the quality of the grant application, enrollment, previous uses of grant funds and award amounts that the state receives from the federal government. Research into previous awards granted show the general amount to be \$125,000 for the 24 month period.

A charter school organizer may apply for grant funds for planning activities as soon as

the charter is approved. Applications will be evaluated by a grant review panel based on a rubric, which is provided in the application.

Gibault plans to contribute \$950,000 cash and \$2.7 million in in-kind gifts to Summit Academy over the course of the first five years of operation. Initially, \$200,000 cash and \$220,000 of in-kind gifts are designated for start-up expenses. The first year of operation includes \$150,000 cash and \$505,000 of in-kind gifts of facility rent, utilities, insurance, management fees and selected contracted services from Gibault. In the event the cash is not available, Gibault, Inc. has a \$1.5 million line of credit with Old National Bank that could be utilized for short-term needs until long-term funding could be established if necessary. Additionally, The Gibault Foundation would subsidize payments by liquidating investments or borrowing funds to meet the obligation. It is anticipated that the funding from Gibault would be reduced or eliminated in the event enrollment numbers are higher than expected or alternative funding sources are identified.

No loans will be needed at this time. However, it is anticipated that a line of credit will be secured by a local bank in the event additional resources are necessary for short periods of time. Additional funding may also be requested from Gibault companies if necessary.

The teacher to student ratio 1:6 and the average pay for a teacher is approximately \$35,000 plus benefits.

Due to the high number of students with IEPs, additional funding has been included in the budget for staff development, a school psychologist, and a speech therapist.

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

The administration of Summit Academy intends to adhere to budget constraints as proposed in the budget worksheets. In the event of a cash shortfall in the first year of operation, Gibault companies (sister corporations of Summit Academy) are prepared to provide additional financial support to adequately fund the charter school in the first year of operation.

In the event of low enrollment, budget discrepancies will be reviewed to determine if reductions in operating costs are feasible. Personnel costs may be reduced if staff can be utilized by Gibault until enrollment numbers increase.

A portion of the management fee to Gibault includes Fund Development services. Fund raising techniques will be implemented to raise funds to benefit the school.

Gibault, Inc. DBA Gibault Children's Services currently has an accredited school on its premises. It is the intent of Gibault, Inc. and The Gibault Foundation, Inc. to support the school financially by continuing to provide various services as in-kind gifts to support its mission. Gibault's mission is to provide life-changing opportunities for children, adults, families and communities. Gibault recognizes that education itself is a significant opportunity and considers its support of the school as part of its mission.

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



Attachment 26 -  
Budget Worksheet C

## 27. Fund-raising Contributions

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

Gibault companies have pledged to provide \$200,000 in cash and \$220,000 of in-kind gifts for the start-up expenses. In addition, Gibault companies will donate \$150,000 cash annually for the first five years of operation and in-kind gifts of facility rent and utilities, insurance, management fees and selected service contracts.

The total cash contribution for start-up expenses and the first five years of operation is \$950,000. The estimated amount for the in-kind donations for the same time period will total \$2.7 million.

## 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.*

The school will meet or exceed minimum levels of coverage, as deemed appropriate by the Board. Insurance coverage will be brokered by Neace Lukens in Indianapolis, Indiana.

Coverage provided by Philadelphia Indemnity Insurance Company will be as follows:

### Commercial General Liability Summary

#### Liability:

General Aggregate Limit – \$3,000,000

Products/Completed Operations Aggregate Limit – \$3,000,000

Personal/Advertising Injury Limit – \$1,000,000

Each Occurrence Limit – \$1,000,000

Fire Damage Limit – Any One Fire – \$100,000

Medical Expense Limit – Any One Person – \$20,000

#### Employee Benefits Liability:

Each Claim – \$1,000,000

Aggregate Limit – \$3,000,000

#### Professional Liability:

Each Professional Incident Limit – \$1,000,000

Aggregate Limit – \$3,000,000

Sexual/Physical Abuse or Molestation – Occurrence:

Each Occurrence Limit – \$1,000,000

Aggregate Limit – \$3,000,000

Commercial Automobile Summary

Bodily Injury & Property Damage – Combined Single Limit – \$1,000,000

Medical Payments – Each Person – \$5,000

Uninsured Motorists – \$1,000,000

Underinsured Motorists – \$1,000,000

Commercial Umbrella Policy

Liability – \$2,000,000

General Liability – \$3,000,000

Automobile Liability – \$1,000,000

Professional Liability – \$1,000,000

Abuse & Molestation – \$1,000,000

Directors & Officers Liability Summary

Each Loss – \$5,000,000

Annual Aggregate – \$5,000,000

Employment Practices Liability Summary

Each Loss – \$5,000,000

Annual Aggregate – \$5,000,000

Electronic Data Processing Summary:

Blanket Hardware/Data & Media \$900,000

EDP - \$10,000

Commercial Crime Summary

Employee Theft - \$300,000

Forgery or Alteration - \$100,000

Outside the Premises - \$50,000

Inside the Premises – Robbery & Safe Burglary - \$50,000

ERISA Coverage - \$300,000

The budget reflects a total cost of \$50,000 for the first year of operation with a 3% increase in costs for future years. Gibault will include Summit Academy under its insurance policies and will subsidize the cost as an in-kind gift to the school for the first five years of operation.

*The school will require proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the Board.*

## 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.

Enclosed in attachment.

- 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.

Summit Academy buildings are currently in use for our present school and are in compliance with state fire marshal inspections, board of health and state licensing inspections. All on file as well as posted in our welcome center to reveal adequate licensing of our buildings.

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

N/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**



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.

N/A

### 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.

Summit Academy according to charter school law will be considered a new school as it does not fit the criteria of a conversion charter school. According to Accountability Workbook, Summit Academy does not meet the new school criteria. As such, the portion of the goals that are used as assessments under the accountability framework are based on the performance of the previous school on ISTEP+ grades 3-8 and End of Course Assessments. Given the historical performance of the previous school, reasonable benchmarks for the goals and objectives were set at a point for academic progress on accountability rating scale.



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

Summit Academy would expect all students and subgroups to reach proficiency targets as Summit Academy is a small school serving mostly special education and free and reduced students, calculations using confidence intervals. Summit Academy would expect at least the make AYP by safe harbor determinations.

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

Summit Academy would expect school performance and improvement indicators to yield an AYP determination of at least Academic Progress. To do this Summit Academy will improve at least 5% as a school each year.

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

Summit Academy's graduation rate is anticipated to be below 65%. As such to attain adequate yearly progress, Summit Academy will need to improve at least 3% annually

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

Elementary and middle school students will maintain at least a 95% attendance rate.

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

Participation rates for ISTEP+ will meet or exceed 95% for all students and subgroups required to test at Summit Academy. Summit Academy will maintain at least a 95% attendance rate.

- g.** Additional Targets:

Student recurrent enrollment

It is difficult to specifically project how many students would maintain their

enrollment. Most residential students attending Summit Academy would be enrolled less than one year. Recurrent enrollment figures greater than 215% would be a target.

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

According to the Educational Policy Improvement Center (EPIC), students who master the common core state standards have mastered the baseline of academic knowledge needed for college success and career readiness. Summit Academy would strive to have all students who graduate or are working toward graduation be college ready in the core academic subjects without the need for remediation so as to be equally prepared for college curriculum or an ever-increasing knowledge based workforce. To facilitate this process all high school students will be provided an opportunity to take the Armed Services Vocational Aptitude Batter (ASVAB) and Career Exploration Assessment (CEP).

### **31. Accountability to Sponsor**

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

Reporting requirements to the Indiana Department of Education and other federal, state and local agencies will be the responsibility of the principal and his designee. Reporting requirements to the charter sponsor will be the responsibility of the principal and the Chief Financial Officer (CFO) of Gibault, Inc. under the management agreement. The principal will solely be responsible for the education report and the CFO will complete the financial reporting. Financial statements will be prepared on a monthly basis and distributed to Board members, management and other relevant parties. The annual audit will be organized by the CFO and business operations staff. Financial reports for the charter school will be available to the sponsor at all times.

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

Summit Academy will hold regular meetings as fixed by the bylaws or by resolution of the board of directors, for the purpose of transacting such business as properly may come before the Board of Directors.

## **32. Accountability to Constituents**

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

There is a need to constantly gather information from your constituents. Besides periodic input from constituents, it is important to survey them on a regular basis via needs assessments, satisfaction/dissatisfaction surveys and regular individual and group meetings. Parents as constituents need to have vehicles to express concerns which will be manifested by parent groups, individual meetings and surveys of satisfaction and dissatisfaction. School personnel are always taking in information and it is important to glean that information by staff meetings, suggestion boxes and surveys.

- 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.

Based on the type of charter school that is proposed, enrollment will be a big indicator of achieving mission. Monitoring needs to occur constantly throughout the term and analyzing data will be finalized every three months or quarterly.

- 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.

Our plan is to share all information that demonstrates our progress towards meeting our accountability plan goals. Transparency is key. Even if the information is not favorable it needs to be shared so that others can know it and comment on it. Perhaps a solution will come from examining areas that are in need of improvement.

## 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.

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



Attachment 33 -  
Policy Regarding Org:

### 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.*

*Summit Academy Organizers has complied with the OCS policy regarding governance. Summit Academy has enclosed its Articles of incorporation as an attachment and its proposed bylaws. In addition Summit Academy has included its IRS status.*

### 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**



Attachment 34 -  
Proposed Governing I

### 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**



Attachment 35 -  
School Admissions Poi

### 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**



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.*

Although some minor injuries such as scratches and scraps can be treated with first aid from non-medical personnel, all other health requirements will be the responsibility of the medical personnel. At the time of enrollment parents/guardians will be required to provide proof of current immunizations. If current immunizations are unavailable, Summit Academy medical staff will search CHIRP database. Additionally, enrollment papers will include a parental release for

medical records. Medical records will be stored electronically on the web version of student Data Services (SDS) and access granted only to administrative personnel and their designee. All staff is certified in CPR and first-aid. Trained medical staffs are available throughout the school day in the event of an emergency situation. In the event of an emergency or a situation requiring medical personnel, the parent/guardian will be notified. All medications will be retained in the medical clinic in original prescription bottles with the complete pharmacy label. Routine, long term medications require a release form with parent/guardian and physician signatures. Short duration medications require only parental consent. Medical treatments will be administered in medical services (RN/LPN trained). Students in kindergarten through eighth grade will be provided with initial vision screening, administered by medical staff. Hearing screenings will be administered to first, fourth, and tenth grades. Medical staff will be available for case conference committee (IEP) meetings when necessary. Staff attending extra-curricular events will be trained by qualified medical personnel to administer specific medical treatments.

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



Attachment 37 -  
Health and Safety Me

### **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**



Attachment 38 -  
School's Leadership a

### 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**



Attachment 39 -  
Policy Regarding Crim

### 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**



Attachment 40 -  
Policy Regarding Coni

### 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**



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**



Attachment 42 -  
Policy Regarding Spec

## **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**



Attachment 43 -  
Parental Access to Ec

## **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**



Attachment 44 -  
Dissolution Procedure

#### **45. Patriotic Commemorative Observances**

*Submit your policy regarding the observance of holidays. Patriotic*

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



Attachment 45 -  
Policy Patriotic Comm

#### **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**



Attachment 46 -  
Policy Personal Finan

## **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**



Attachment 47 -  
School Safety Plan Pc

## **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.*

Dress Code Policy

Summit Academy will not require students to wear any type of uniform. Specific details of personal student apparel decorum is detailed in the Student and Parent Handbook.

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**



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.

### **Transportation Plan and Policy**

It is the intent of Summit Academy to require all students enrolled to provide their own transportation to and from school. There are instances where transportation will need to be provided. Those situations would be field trips and complying with transportation requirements of a child's related services section of the IEP [IAC 7-43-1(u)]. When transportation is necessary those services will be provided to Summit Academy by Gibault Children's Services. A specific policy is attached.

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



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**



Attachment 51 -  
Food Services Plan ar

## **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**



Attachment 52 -  
School Promotion Poli

### **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**



Attachment 53 -  
Detailed School Start-

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# **ATTACHMENT B: EXPANDED CRIMINAL HISTORY CHECKS**

 <b>U.S. DEPARTMENT OF JUSTICE</b> <b>SMART</b> Office of Sex Offender Apprehending Registry					
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>
<div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div> <div><b>Search Results:</b> 0 hits from a national search including all states, territories and Indian Country for First Name like <i>Melinda</i>, Last Name like <i>Kirchner</i>. To view details of the jurisdictions included in this search, <a href="#">click here</a>.</div> <div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div>					
<div><a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Disclaimers</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a></div>					

*Completed  
by: [Signature]  
9/6/11*

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Kirchner, Melinda

**Birth Date:** 04-28-1984

**Sex:** F

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L. Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47885  
Phone: 812-298-3202

**Date:**

09/06/2011

**Page: 1****Receipt:**

12186583

**Operator:**

IN.gov

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


**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Kirchner, Melinda	W	F	04-28-1984

Results based solely on information provided

**[Search Again](#)**



 <b>JUSTICE</b> <span style="float: right;">SMART Office of Sex Offenders Apprehending, Registering</span>					
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>
<a href="#">New Search</a> <a href="#">Return to Search Form</a>					
<b>Search Results:</b>					
0 hits from a national search including all states, territories and Indian Country for First Name like <i>Robin</i> , Last Name like <i>Shamsale</i> . To view details of the jurisdictions included in this search, <a href="#">click here</a> .					
<a href="#">New Search</a> <a href="#">Return to Search Form</a>					
<a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Disclaimers</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a>					

*Completed  
by: A. Pir  
9/1/11*

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Shamsaie, Robin

**Birth Date:** 09-02-1964

**Sex:** F

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**  
09/01/2011  
**Page:** 1  
**Receipt:**  
12172965  
**Operator:**  
*IN.gov*


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

**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Shamsaie, Robin	W	F	09-02-1964

Results based solely on information provided

**[Search Again](#)**

 <b>U.S. DEPARTMENT OF JUSTICE</b> <span style="float: right;"><b>SMART</b> Office of Sex Offender Apprehending, Registry</span>					
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>
<a href="#">New Search</a> <a href="#">Return to Search Form</a>					
<b>Search Results:</b>					
0 hits from a national search including all states, territories and Indian Country for First Name like <i>Cary</i> , Last Name like <i>Molinder</i> . To view the jurisdictions included in this search, <a href="#">click here</a> .					
<a href="#">New Search</a> <a href="#">Return to Search Form</a>					
<a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Disclaimers</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a>					

*Completed by  
AR  
9/1/11*

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Molinder, Cary

**Birth Date:** 05-25-1963

**Sex:** M

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**

09/01/2011

**Page: 1****Receipt:**

12172914

**Operator:**

IN.gov


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

**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Molinder, Cary	W	M	05-25-1963

Results based solely on information provided

**Search Again**

 <b>JUSTICE</b> <b>SMART</b> Office of Sex Offenders Apprehending, Registering, Monitoring																	
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>																	
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>												
<div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div> <div><b>Search Results:</b> 3 hits from a national search including all states, territories and Indian Country for First Name like <i>Robert</i>, Last Name like <i>Sturm</i>. To view the jurisdictions included in this search, <a href="#">click here</a>.</div> <table><thead><tr><th>Name</th><th>Location</th><th>Age</th></tr></thead><tbody><tr><td>STARNES, ROBERT SCOTT</td><td><b>Locations:</b><ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A N/A, TX N/A N/A</li></ul></td><td></td></tr><tr><td>STARNES, ROBERT WAYNE JR</td><td><b>Locations:</b><ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A DAYTON, TX 77535 LIBERTY</li></ul></td><td></td></tr><tr><td>STURMS, ROBERT WAYMAN</td><td><b>Locations:</b><ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A MONTROSE, WV 26283 RANDOLPH</li></ul></td><td></td></tr></tbody></table> <div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div>						Name	Location	Age	STARNES, ROBERT SCOTT	<b>Locations:</b> <ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A N/A, TX N/A N/A</li></ul>		STARNES, ROBERT WAYNE JR	<b>Locations:</b> <ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A DAYTON, TX 77535 LIBERTY</li></ul>		STURMS, ROBERT WAYMAN	<b>Locations:</b> <ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A MONTROSE, WV 26283 RANDOLPH</li></ul>	
Name	Location	Age															
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STARNES, ROBERT WAYNE JR	<b>Locations:</b> <ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A DAYTON, TX 77535 LIBERTY</li></ul>																
STURMS, ROBERT WAYMAN	<b>Locations:</b> <ul style="list-style-type: none"><li>• <b>PRIMARY:</b> N/A MONTROSE, WV 26283 RANDOLPH</li></ul>																
<div>Amber Alert   Victim Services   Privacy Policy   Legal Policies and Disclaimers U.S. Department of Justice   Office of Justice Programs   SMART Office English   Español</div>																	

Completed by  
KBR  
9-1-11

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Sturm, Robert

**Birth Date:** 05-02-1973

**Sex:** M

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**

09/01/2011

**Page:** 1**Receipt:**

12172914

**Operator:**

IN.gov


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

**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Sturm, Robert	W	M	05-02-1973

Results based solely on information provided

**[Search Again](#)**

 <b>U.S. DEPARTMENT OF JUSTICE</b> <b>SMART</b> Office of Sex Offenders Apprehending, Registering, Monitoring					
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>
<div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div> <p><b>Search Results:</b></p> <p>0 hits from a national search including all states, territories and Indian Country for First Name like <i>Michelle</i>, Last Name like <i>Madley</i>. To view the jurisdictions included in this search, <a href="#">click here</a>.</p> <div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div>					
<div><a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Disclaimers</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a></div>					

Completed by  
1GR  
9/1/11

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Madley, Michele

**Birth Date:** 06-18-1966

**Sex:** F

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**

09/01/2011

**Page:** 1**Receipt:**

12172882

**Operator:**

IN.gov

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


**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Madley, Michele	W	F	06-18-1966

Results based solely on information provided

**[Search Again](#)**



 <b>U.S. DEPARTMENT OF JUSTICE</b> <b>SMART</b> Office of Sex Offenders Apprehending, Registering, Monitoring					
<b>DRU SJODIN NATIONAL SEX OFFENDER PUBLIC WEBSITE</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Prevention</a>
<div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div> <div><b>Search Results:</b> 0 hits from a national search including all states, territories and Indian Country for First Name like <i>Amy</i>, Last Name like <i>Atchley</i>. To view the jurisdictions included in this search, <a href="#">click here</a>.</div> <div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div>					
<div><a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Disclaimers</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a></div>					

*Completed by  
RB  
9/1/2011*

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Atchley, Amy

**Birth Date:** 02-04-1973

**Sex:** F

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**

09/01/2011

**Page: 1****Receipt:**

12172853

**Operator:**

IN.gov


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

**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Atchley, Amy	W	F	02-04-1973

Results based solely on information provided

**[Search Again](#)**

 <b>UNITED STATES DEPARTMENT OF JUSTICE</b>					
<b>DRU SJODIN NATIONAL SEX OFFENDER PU</b>					
<a href="#">Home</a>	<a href="#">Search</a>	<a href="#">About NSOPW</a>	<a href="#">FAQs</a>	<a href="#">Public Registry Sites</a>	<a href="#">Education &amp; Preventi</a>
<div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div> <p><b>Nebraska:</b> The jurisdiction's service is temporarily unavailable. Please try again later.</p> <p><b>Search Results:</b></p> <p>0 hits from a national search including all states, territories and Indian Country for First Name like <i>Mary</i>, La the jurisdictions included in this search, <a href="#">click here</a>.</p> <div><a href="#">New Search</a> <a href="#">Return to Search Form</a></div>					
<div><a href="#">Amber Alert</a>   <a href="#">Victim Services</a>   <a href="#">Privacy Policy</a>   <a href="#">Legal Policies and Discla</a> <a href="#">U.S. Department of Justice</a>   <a href="#">Office of Justice Programs</a>   <a href="#">SMART Office</a> <a href="#">English</a>   <a href="#">Español</a></div>					

*Completed by  
R. P.  
9/13/11*

INDIANA STATE POLICE  
LIMITED CRIMINAL HISTORY***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:** Mancilla, Mary

**Birth Date:** 08-11-1944

**Sex:** F

**Race:** W

Results based solely on information provided.

**Information Released To:**

Name: Kathy L Pierce  
Address: 6301 S. US Hwy 41  
City/St/Zip: Terre Haute IN 47802  
Phone: 812-298-3202

**Date:**

09/13/2011

**Page: 1****Receipt:**

12235248

**Operator:**

IN.gov

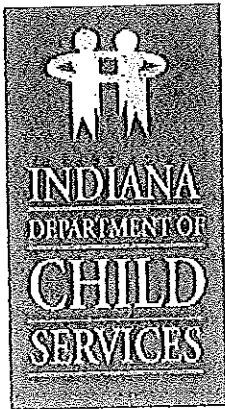
This request is in accordance with IC 10-13-3-27 and may not be used for any other purposes.

**Subject of Record**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Birth Date</u>
Mancilla, Mary	W	F	08-11-1944

Results based solely on information provided

[\*\*Search Again\*\*](#)



Mitchell E. Daniels, Jr., Governor  
James W. Payne, Director

**Indiana Department of Child Services**  
Room E306 -- MS47  
302 W. Washington Street  
Indianapolis, Indiana 46204-2739

317-234-5437  
FAX: 317-234-4497

[www.in.gov/dcs](http://www.in.gov/dcs)  
Child Support Hotline: 800-840-8757  
Child Abuse and Neglect Hotline: 800-800-5556

January 23, 2009

To: *Dept of Child Services - Vigo County*  
*Tammy Young*  
*, IN*  
*Jim Pond, Family Case Manager*  
*[Tammy.Young@dcs.in.gov](mailto:Tammy.Young@dcs.in.gov)*

From: Cindy Hewett, Criminal Background Check Consultant  
317 234-5001

The Indiana Department of Child Services Central Office Background Check Unit (DCS COBCU) has obtained the results of the fingerprint-based National Criminal History Information. DCS COBCU has made a determination of the results of the criminal history background check regarding *RITA KAPERAK*, date of birth *01/27/1959*.

Based on the results received, the criminal history status is qualified. A background check is required by Indiana law for individuals who have direct contact with children who are under the supervision of DCS.

As of the date of this letter, *RITA KAPERAK*'s criminal history is qualified based on the information returned to the DCS COBCU. If the applicant has additional questions, please contact DCS COBCU at [Background.CheckUnit@dcs.IN.gov](mailto:Background.CheckUnit@dcs.IN.gov), or contact *Cindy Hewett*, Background Check Consultant, at 317 234-5001, by fax at 317.234.4633, or by mail to:

Indiana Department of Child Services  
Central Office Background Check Unit  
Attn: Cindy Hewett  
Room E306-MS08, 302 West Washington Street  
Indianapolis, IN 46204

## Attachment 2 – Attitudes Toward the Charter

Gibault made several attempts to obtain feedback from the community regarding the addition of a Charter School to the campus in Terre Haute, IN. From August 22<sup>nd</sup> through the 26<sup>th</sup>, a radio ad was run with the following message: Gibault Children's services will soon be submitting a proposal to Ball State to be sponsored for a Charter school and they need the communities feedback. Gibault welcomes the community to leave feedback about the charter school by going to the website, [www.gibaultcharter.org](http://www.gibaultcharter.org). Thank you for your time and support.

In addition to the radio ad, Gibault placed an ad in the newspaper on August 29<sup>th</sup> with the same information. The website, [www.gibaultcharter.org](http://www.gibaultcharter.org) was created so that the community could leave both positive and negative feedback anonymously. Gibault sent out approximately 100 needs assessment questionnaires to past and current parents of Gibault students. On August 2<sup>nd</sup>, Gibault Children's Services attended National Night out to talk to attendees from the community and handed out a needs assessment. The following table will present the attempts that Gibault made to obtain community feedback as well as the results.

**Summit Academy Feedback**

	Total sent	% received back	Positive input	Negative input
<b>PAPER SURVEY</b>				
Parent surveys	100	12%	66%	33%
community surveys	100	22%	77%	22%
<b>INTERNET POSTING</b>				
Internet forum	n/a	2 posts	2	0

Districts schools meeting AYP in English and mathematics in Summit Academy target  
demographics of Free/Reduced and Special Education

Table 6b

2008

**Free and reduced**

District	Number of schools	Pass percentage
East Chicago	9	50
Gary	23	39
Hammond	20	48
MSD Washington/Indianapolis	12	63
MSD Wayne/Indianapolis	14	57
IPS	78	54
VCSC	27	59
Total/average	183	53
<b>High schools only</b>	<b>24</b>	<b>29</b>

**Special education**

District	Number of schools	Pass percentage
East Chicago	6	42
Gary	18	39
Hammond	15	27
MSD Washington/Indianapolis	12	63
MSD Wayne/Indianapolis	14	50
IPS	39	49
VCSC	27	59
Total/average	131	48
<b>High schools only</b>	<b>18</b>	<b>17</b>

Notes: AYP designations not assigned in 2009 due to change from fall to spring ISTEP. Data for 2010 was unavailable on DOE website. Data for 2011 was not available as of 7/1/2011.

b. Organizational Framework

Table 10b Assessment Schedule 2012-2013

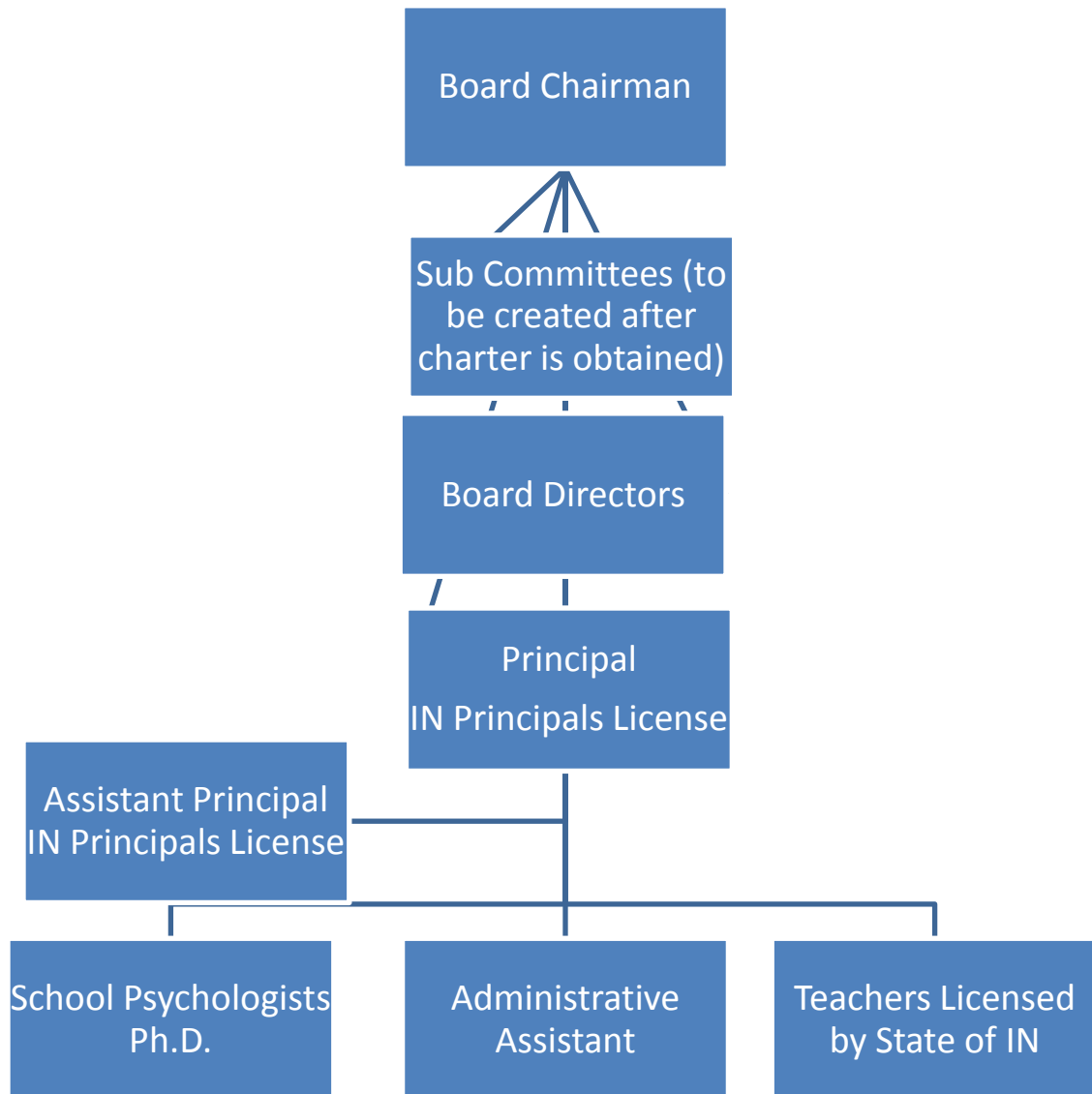
Assessment	Administration	Times
NWEA MAP, fall	September 4-21, 2012	8:35-10:15
Writing Responses	August 27-31, 2012	All Day
Writing Responses	December 3-6, 2012	All Day
ISTEP+ ECA, early winter	December 10-13, 2012	8:35-10:15
NWEA MAP, winter	January 3-20, 2013	8:35-10:15
ISTEP+ Writing grades 3-8	March 4-7, 2013	8:35-10:15
ISTAR assessment	April 8-19, 2013	Varies
ISTEP+ Progress grades 3-8	April 30-May 3, 2013	8:35-10:15
ISTEP+ IMAST grades 3-8	April 30-May 3, 2013	8:35-10:15
Writing Responses	May 6-10, 2013	All Day
ISTEP+ ECA, spring	May 13-17, 2013	8:35-10:15
NWEA MAP	April 22-26 ,2013	8:35-10:15
BIMAS	Upon enrollment and at ninety days	Varies
KTEA	Upon enrollment and annually	Varies



**Table 12f - Special Needs Personnel and Costs**

Personnel	Responsibilities	Line Item Cost
School Psychologist	Attend case conferences when required, complete and report on assessments and evaluations on a contracted basis	\$35,000.00
Speech Therapist	Attend required case conferences, provides speech and language services on a contracted basis, complete and report to committee on any evaluations, document and report therapy notes on a regular basis	\$5,000.00
Administrator	Attend all case conferences, consult with others	Included in staffing matrix
Special Education Teachers (4)	Attend case conferences for students as assigned, develop and maintain IEP and other records documenting special education services, provide or assist in data monitoring and goal reporting with general education teachers	Included in staffing matrix
Professional Development technology and instructional materials		\$4,000.00
Total		\$44,000

## 19a Organizational Chart



**Chart 20b**  
**Flow of Information**

Summit Academy Board of Directors and Administrators	Summit Academy Teachers and Administrators	Summit Academy Board of Directors	Summit Academy Board of Directors	Summit Academy Board Chairman
<ul style="list-style-type: none"><li>•Survey parents to solicit input before major policy decisions are made</li></ul>	<ul style="list-style-type: none"><li>•Host quarterly parent meetings to create informal opportunities to meet and hear parent concerns</li></ul>	<ul style="list-style-type: none"><li>•Convening a series of parent and community forums to discuss challenges facing the charter school</li></ul>	<ul style="list-style-type: none"><li>•Writing personalized letters to all major donors that contribute to Summit Academy</li></ul>	<ul style="list-style-type: none"><li>•Include a column in the monthly parent newsletter outlining key issues facing the school. Newsletter to be sent to the parents as well as DCS and Probation Departments</li></ul>

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

01/14/2009 14:58 8122326557

COX LAW FIRM

PAGE 02/07

Indiana Secretary of State  
Packet: 2009011400592  
Filing Date: 01/14/2009  
Effective Date: 01/14/2009

**SUMMIT ACADEMY OF VIGO COUNTY, INC.****ARTICLES OF INCORPORATION**

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

**ARTICLE I**

Name

The name of the Corporation is: Summit Academy of Vigo County, Inc.

**ARTICLE II**

Purposes

This is a *Public Benefit Corporation* organized exclusively for the following purposes:

- A. To establish and operate a fully accredited, charter school under the laws of the State of Indiana.
- B. The Corporation is irrevocably dedicated to and operated exclusively for, nonprofit purposes and no part of the income or assets of the Corporation shall be distributed to, nor inure to the benefit of, any individual.
- C. To receive grants, borrow or otherwise raise money to carry out the above and foregoing purposes from private sources otherwise under such terms and conditions as may be from time to time required.
- D. To buy, own, sell, assign, mortgage or lease any interest in real estate and personal property and to construct, maintain and operate improvements thereon necessary and incident to the accomplishment of the purposes heretofore set forth herein.
- E. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge or other lien on the Corporation's property.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

01/14/2009 14:59 6122326557

CORP. LAW FIRM

PAGE 03/07

Indiana Secretary of State  
Packet: 2009011400692  
Filing Date: 01/14/2009  
Effective Date: 01/14/2009

F. The purposes for which the Corporation is formed are exclusively for scientific, educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, and to that end to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise any property, real, personal, tangible or intangible, or any undivided interest therein, without limitations to amount or value; to sell, convey, or otherwise dispose of any such property and to invest, reinvest, or deal with the principal or the income thereof in such manner as, in the judgment of the Directors, will best promote the purposes of the Corporation without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws, or any laws applicable thereto. To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary benefit or financial gain of its Directors or Officers except as permitted under the Indiana Nonprofit Corporation Law.

G. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(e)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

H. Upon the dissolution of the Corporation, its assets shall be distributed to Gilkall, Inc., provided that it then qualifies as an exempt organization under 501(c)(3) of the Internal Revenue Code and, if not, the assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

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01/14/2009 14:50 0122325557

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PAGE 34/87

Indiana Secretary of State

Packet: 2009011400592

Filing Date: 01/14/2009

Effective Date: 01/14/2009

I. The Corporation shall be authorized to exercise and enjoy all other powers, rights and privileges granted by the provisions of the Indiana Nonprofit Corporation Act of 1991, to corporations organized thereunder, and all the powers conferred by the acts heretofore or hereunder amendatory of or supplemental to the said Act or the said laws; and the enumeration of certain powers as herein specified is not intended as exclusive of, or as a waiver conferred by the said Act or the said laws now or hereafter in force.

### ARTICLE III

#### Period of Existence

The period during which the Corporation shall continue is perpetual.

### ARTICLE IV

#### Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is:

Louis F. Britton  
COX, ZWERNER, GAMBILL & SULLIVAN, LLP  
511 Wabash Avenue  
Terre Haute, IN 47807

Section 2. Principal Office. The post office address of the principal office of the Corporation is:

Summit Academy of Vigo County, Inc.  
6301 South U.S. Hwy. 41  
Terre Haute, IN 47802

### ARTICLE V

#### Membership

The Corporation will not have members.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

01/14/2009 14:50 8122325557

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PAGE 05/07

Indiana Secretary of State  
Packet: 2009011400592  
Filing Date: 01/14/2009  
Effective Date: 01/14/2009

## ARTICLE VI

### Directors

Section 1. Number of Directors: The initial Board of Directors is composed of three (3) Directors. The minimum number of directors shall be three (3) and the maximum shall be twenty (20) provided, however, that the exact number of Directors shall be prescribed from time to time in the By-Laws of the Corporation. The initial Board of Directors are:

James M. Sinclair, MSSW, JD  
c/o Gibault, Inc.  
6301 South U.S. Hwy. 41  
Terre Haute, IN 47802

Pam Bowman  
c/o Gibault, Inc.  
6301 South U.S. Hwy. 41  
Terre Haute, IN 47802

Michelle Madley  
c/o Gibault, Inc.  
6301 South U.S. Hwy. 41  
Terre Haute, IN 47802

## ARTICLE VII

### Incorporator(s)

Section 1. Names and Post Office Address(es) of the Incorporator(s) of the Corporation is (are) as follows:

Louis F. Britton  
COX, ZWERNER, GAMBILL & SULLIVAN, LLP  
511 Wabash Avenue  
Terre Haute, IN 47807

## ARTICLE VIII

### Statement of Property

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at or upon its incorporation are as follows: None.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

01/14/2009 14:58 0122325557

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PAGE 86/87

Indiana Secretary of State  
 Packet: 2009011400592  
 Filing Date: 01/14/2009  
 Effective Date: 01/14/2009

## ARTICLE IX

### Provisions for Regulation and Conduct Of the Affairs of Corporation

Other provisions, consistent with the laws of this state, for the regulations and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the Corporation or Directors are as follows:

- A. The business and conduct of affairs of the Corporation shall be regulated by By-Laws approved by the Directors, which shall not be inconsistent with the Articles of Incorporation.
- B. Only the Directors shall have the power to make changes in and/or additions to the Articles of Incorporation and the By-Laws of the Corporation by the affirmative vote of a majority of the Directors or by written consent to such action signed by all of the Directors.
- C. The By-Laws and Articles of Incorporation may be altered, amended, or repealed at any meeting of the Board of Directors of the Corporation by majority vote of all of the Directors represented in person or by proxy, provided that all the proposed action is inserted in the Notice of such meeting, or by written consent to such action signed by all of the Directors.

DATED this 9<sup>th</sup> day of January, 2009.

  
 Louis F. Britton

### ACKNOWLEDGMENT

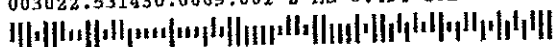
STATE OF INDIANA }  
 COUNTY OF VIGO } SS:

Before me, a Notary Public in and for said county and state, personally appeared Louis F. Britton, this 9<sup>th</sup> day of January, 2009, and after having been first duly sworn, stated that the





003022.531430.0009.001 2 MB 0.494 1020



SUMMIT ACADEMY OF VIGO COUNTY INC  
 % JAMES M SINCLAIR  
 6301 S US HIGHWAY 41  
 TERRE HAUTE IN 47802

003022

Date of this notice: 02-05-2009

Employer Identification Number:  
26-4168056

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-4168056. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit before you receive your Welcome Package, you can use the enclosed Form 8109-B, Federal Tax Deposit Coupon.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

## Professional Experience

Gibault Children Services, Terre Haute, Indiana  
August 2006 to present

### **Principal, Director of Educational Operations**

#### Achievements:

- Father Gibault Award, for outstanding leadership and service, March 2008

#### Responsibilities:

- Supervise a staff of over twenty providing educational services to residential students with a diverse set of needs in an overall treatment milieu
- Coordinate on-going in-services for educational staff
- Prepare staff and student schedules
- Select, hire and orientate of all staff in the education department
- Provide leadership and direction to education staff by various instruments and techniques
- Select and purchase school related material
- Coordinate ISTEP testing
- Maintain compliance with all applicable laws mandates and requirements of the Indiana State Board of Education
- Oversee the development and implementation of the school improvement plan as required by P.L. 221
- Prepare calendars and update student transcripts
- Oversee and select curriculum for the regular school year and summer school session

Gibault Children Services, Terre Haute, Indiana  
January 1986 to December 1987 and August 1988 to August 2006

### **Science Teacher**

#### Achievements:

- Awarded Indiana Department Natural Resources, Hoosier Riverwatch Equipment Grant to test water quality of nearby Honey Creek

#### Responsibilities:

- Instructions in the area of high school science and physical education in an accredited on-grounds school serving students who are placed in a residential treatment facility
- Provide client supervision during the regular school day during non-instructional time
- Function as a member of the Unit Treatment Team, comprised of employees from various departments, whose role is to develop, implement, evaluate and revise treatment plans for each client they are assigned

- Develop and revise curriculum as necessary according to Indiana State Science Standards
- Serve on school improvement steering committee and character education committee

## Education

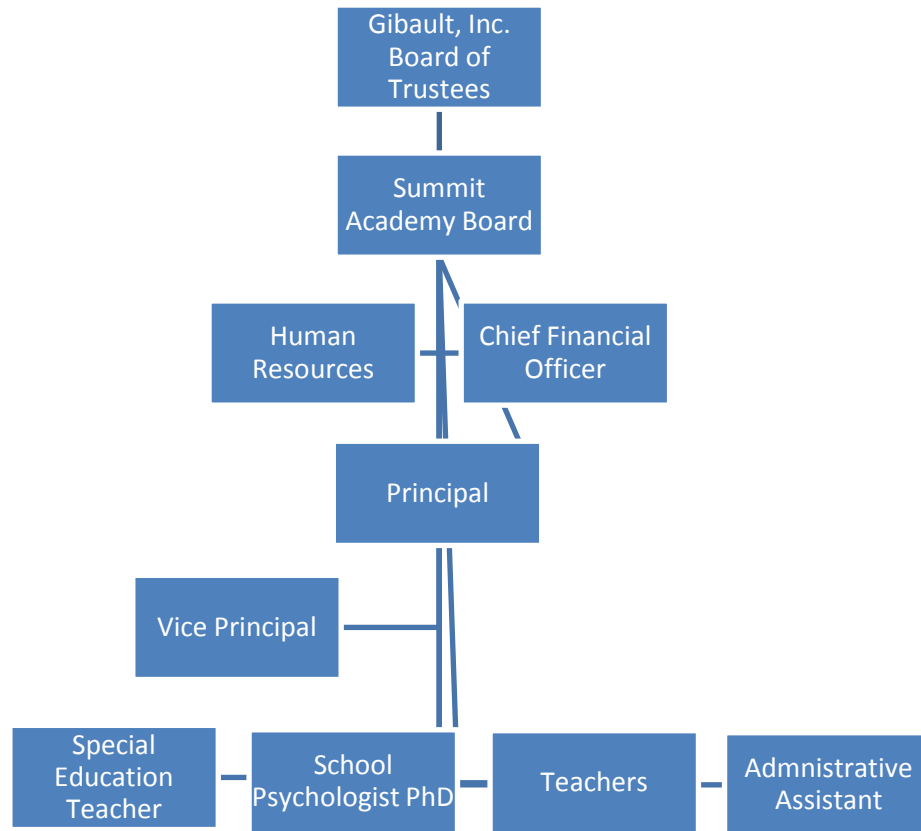
Indiana State University, Terre Haute, Indiana  
**M. Ed. Educational Administration and Supervision**  
2007

Indiana State University, Terre Haute, Indiana  
**Biology Teaching Minor**  
1991

Indiana State University, Terre Haute, Indiana  
**B.S. Physical Education and General Science**  
1988

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## 21e Organizational Chart



## First Year Staffing

Position	Number
Principal	1
Assistant Principal	1
Administrative Assistant	1
Instructional Aide	2
K-8 teachers	3
Special Education Teachers	4
Secondary Social Studies	1
Secondary Mathematics	1
Secondary English	1
Secondary Science	1
Health and Physical Education	1

## Staffing Projections

Year	Student Projections	Teachers
2013-2014	95	16
2014-2015	105	18
2015-2016	115	19
2016-2017	125	21

Table 25 – Budget Worksheet A

Preoperational Year		
SCHOOL NAME: SUMMIT ACADEMY	DATES COVERED: Approval – June 30, 2012	
INCOME		
Cash In -- Funding Source	Budget Amount	Description: Specific Source
State Grants (Please Describe)	0	
Other Grants (Please Describe)	0	
Investment Earnings	0	
Donations/Gifts (Please Describe)	200,000	Cash gift from sister corporation, Gibault, Inc.
Other (Please Describe)	220,000	In-kind gift from sister corporation, Gibault, Inc.-rent, utilities, insurance, service contracts, etc.
TOTAL CASH IN (INCOME)	420,000	
EXPENSES		
Expenditure	Budget Amount	Description: Assumptions
Legal	10,000	
Accounting and Consulting	17,500	Consulting and Audit Expense
Filing	0	
Fundraising	0	
Marketing: Including Printing and Postage	10,000	
Rent: Office Space and Utilities	75,000	
Supplies	7,500	
Equipment	27,500	
Labor	73,168	
Other (Please Describe)	122,500	Insurance, staff development, service contracts, BSU Admin Fee
TOTAL EXPENSES	343,168	



## Table 25- Budget Worksheet B

## Budget Schedule B

[illegible]

Table 25– Budget Worksheet B

Temporary Salaries		0	0	0	0	0	0	0	0	0	0	0	0	0
Other Human Resource Expense (Please Describe)		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employee Salaries		53,445	53,444	53,445	53,444	53,444	53,445	53,444	53,444	53,445	53,444	53,444	53,445	641,333
B. Employee Benefits														
Group Dental Insurance		83	83	84	83	83	84	83	83	84	83	83	84	1,000
Group Health Insurance		6,388	6,389	6,389	6,389	6,389	6,389	6,389	6,389	6,389	6,389	6,389	6,389	76,667
Group Life Insurance		208	208	209	208	208	209	208	208	209	208	208	209	2,500
Long-Term Disability Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0
Public Employee Retirement		0	0	0	0	0	0	0	0	0	0	0	0	0
Social Security & Medicare		4,088	4,089	4,088	4,089	4,088	4,089	4,088	4,089	4,088	4,089	4,088	4,089	49,062
Teacher Retirement		0	0	0	0	0	0	0	0	0	0	0	0	0
Unemployment Compensation		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Workers Compensation		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Other Employee Benefits		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employee Benefits		11,601	11,603	11,602	11,603	11,602	11,603	11,602	11,603	11,602	11,603	11,602	11,603	139,229
C. Rental of Facilities & Utilities														
Electricity		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Gas, Oil, or Steam Heat		0	0	0	0	0	0	0	0	0	0	0	0	0
Grass and Tree Services		0	0	0	0	0	0	0	0	0	0	0	0	0
Internet Access		250	250	250	250	250	250	250	250	250	250	250	250	3,000
Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0
Rent		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Repair & Maintenance Services		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Telephone Long Distance		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Trash Removal		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Utilities		0	0	0	0	0	0	0	0	0	0	0	0	0
Water & Sewer		1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Other Facilities & Utilities Expense		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Rent and Utilities		15,833	15,833	15,834	15,833	15,833	15,834	15,833	15,833	15,834	15,833	15,833	15,834	190,000
D. Insurance														
Board Errors and Omissions		83	83	84	83	83	84	83	83	84	83	83	84	1,000
General Liability Insurance		2,417	2,417	2,416	2,417	2,417	2,416	2,417	2,417	2,416	2,417	2,417	2,416	29,000

Table 25– Budget Worksheet B

Health Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0
Property & Casualty Insurance		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Property & Inland Marine		0	0	0	0	0	0	0	0	0	0	0	0	0
Theft Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0
Treasurer Bonds		0	0	0	0	0	0	0	0	0	0	0	0	0
Umbrella/excess Liability		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Vehicle Insurance		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Worker's Compensation Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0
Other Insurance Expense (Please Describe)		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Insurance		4,167	4,167	4,166	4,167	4,167	4,166	4,167	4,167	4,166	4,167	4,167	4,166	50,000
E. Service Contracts														
Accounting & Payroll Services		1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Consulting Services		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Data Processing Services		0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Rental & Lease		0	0	0	0	0	0	0	0	0	0	0	0	0
Food Service Contract		16,667	16,667	16,666	16,667	16,667	16,666	16,667	16,667	16,666	16,667	16,667	16,666	200,000
Legal Services		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Professional & Technical Services		3,333	3,333	3,334	3,333	3,333	3,334	3,333	3,333	3,334	3,333	3,333	3,334	40,000
Pupil Transportation Contract		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Security Services		0	0	0	0	0	0	0	0	0	0	0	0	0
Staff Development		833	833	834	833	833	834	833	833	834	833	833	834	10,000
Other Service Contracts		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Total Service Contracts		34,582	34,582	34,586	34,582	34,582	34,586	34,582	34,582	34,586	34,582	34,582	34,586	415,000
F. Supplies & Materials														
Advertising		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Computer Software		625	625	625	625	625	625	625	625	625	625	625	625	7,500
Custodial Supplies		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Instructional Supplies		1,667	1,667	1,666	1,667	1,667	1,666	1,667	1,667	1,666	1,667	1,667	1,666	20,000
Library Books		2,500	0	0	0	0	0	2,500	0	0	0	0	0	5,000
Office Supplies & Expense		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Postage		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Printing		833	833	834	833	833	834	833	833	834	833	833	834	10,000

Table 25– Budget Worksheet B

Subscriptions		208	208	209	208	208	209	208	208	209	208	208	209	2,500
Testing & Evaluation Supplies		625	625	625	625	625	625	625	625	625	625	625	625	7,500
Textbooks		15,000	0	0	0	0	0	0	0	0	0	0	0	15,000
Other Supplies & Materials		625	625	625	625	625	625	625	625	625	625	625	625	7,500
Total Supplies & Materials		23,751	6,251	6,248	6,251	6,251	6,248	8,751	6,251	6,248	6,251	6,251	6,248	95,000
G. Capital Outlay														
Computer Hardware		5,000	0	0	0	0	0	5,000	0	0	0	0	0	10,000
Computer Software		3,750	0	0	0	0	0	3,750	0	0	0	0	0	7,500
Office Furniture & Equipment		2,500	0	0	0	0	0	2,500	0	0	0	0	0	5,000
Instructional Furniture & Equipment		2,500	0	0	0	0	0	2,500	0	0	0	0	0	5,000
Vehicles		0	0	0	0	0	0	0	0	0	0	0	0	0
Land Purchases		0	0	0	0	0	0	0	0	0	0	0	0	0
Improvements & Alterations		0	0	0	0	0	0	0	0	0	0	0	0	0
Other Capital Outlay		0	0	0	0	0	0	0	0	0	0	0	0	0
Total Capital Outlay		13,750	0	0	0	0	0	13,750	0	0	0	0	0	27,500
H. Other Expenditures														
Audit Expense		0	20,000	0	0	0	0	0	0	0	0	0	5,000	25,000
Dues & Fees		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Judgments		0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Services		0	0	0	0	0	0	0	0	0	0	0	0	0
Travel Expense/Mileage		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Reimbursement		0	0	0	0	0	0	0	0	0	0	0	0	0
Field Trips		417	417	416	417	417	416	417	417	416	417	417	416	5,000
Payments to an EMO		0	0	0	0	0	0	0	0	0	0	0	0	0
BSU Administrative Fee		4,167	4,167	4,166	4,167	4,167	4,166	4,167	4,167	4,166	4,167	4,167	4,166	50,000
Total Other Expenditures		5,418	25,418	5,414	5,418	5,418	5,414	5,418	5,418	5,414	5,418	5,418	10,414	90,000
TOTAL EXPENDITURES		162,547	151,298	131,295	131,298	131,297	131,296	147,547	131,298	131,295	131,298	131,297	136,296	1,648,062
REMAINING CASH BALANCE (DEFICIT)		43,035	486,924	409,379	331,831	254,284	176,738	157,941	461,831	384,286	306,738	229,191	146,645	146,645

**Budget Schedule 18 C**  
**Projected Five Year Cash Flow**

	<b>School Name: SUMMIT ACADEMY</b>					
	<b>Pre-operational (From Schedule A)</b>	<b>First Fiscal Year (From Schedule B)</b>	<b>Second Fiscal Year</b>	<b>Third Fiscal Year:</b>	<b>Fourth Fiscal Year:</b>	<b>Fifth Fiscal Year:</b>
<b>Dates Covered</b>	<b>Approval - June 30, 2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
<b>Projected Enrollment</b>	<b>0</b>	<b>85</b>	<b>95</b>	<b>105</b>	<b>115</b>	<b>125</b>
<b>Minimum enrollment for financial viability</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>CARRY OVER</b>	<b>0</b>	<b>76,832</b>	<b>146,645</b>	<b>231,047</b>	<b>179,897</b>	<b>143,049</b>
<b>I. CASH IN (INCOME):</b>						
Donations/Gifts	200,000	150,000	150,000	150,000	150,000	150,000
Food Service	0	140,000	145,000	150,000	155,000	160,000
Investment Earnings	0	0	0	0	0	0
Loan From Common School Loan	0	0	0	0	0	0
Other Grants-Federal PCSP, Title I	0	402,875	432,625	312,375	342,125	371,875
State Grants-Textbooks	0	10,000	10,000	10,000	10,000	10,000
State Tuition Support	0	510,000	570,000	630,000	690,000	750,000
Transportation	0	0	0	0	0	0
Other (In-kind gifts)	220,000	505,000	503,750	502,613	501,591	500,689
<b>TOTAL CASH IN (INCOME):</b>	<b>420,000</b>	<b>1,717,875</b>	<b>1,811,375</b>	<b>1,754,988</b>	<b>1,848,716</b>	<b>1,942,564</b>

	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year	Third Fiscal Year:	Fourth Fiscal Year:	Fifth Fiscal Year:
<b>II. EXPENDITURES:</b>						
<i>A. Employee Salaries</i>						
Director/Principal	25,000	50,000	51,500	53,045	54,636	56,275
Assistant Principal	20,000	40,000	41,200	42,436	43,709	45,020
Other Administration - Business Manager	0	0	0	0	0	0
Classroom Assistants	0	30,000	30,900	31,826	32,782	33,766
Clerical	12,750	25,500	26,265	27,053	27,865	28,700
Consultants	0	0	0	0	0	0
Librarians	0	0	0	0	0	0
Overtime Expense	0	0	0	0	0	0
Social Workers	0	0	0	0	0	0
Substitute Teachers	0	0	0	0	0	0
Teachers	0	495,833	554,166	612,500	670,833	729,168
Technicians	0	0	0	0	0	0
Temporary Salaries	0	0	0	0	0	0
Other Human Resource Expense	0	0	0	0	0	0
<b>Total Employee Salaries</b>	57,750	641,333	704,031	766,860	829,825	892,929
<i>B. Employee Benefits</i>						
Group Dental Insurance	0	1,000	1,500	2,000	2,500	3,000
Group Health Insurance	6,000	76,667	83,334	90,000	96,666	103,333
Group Life Insurance	0	2,500	3,000	3,500	4,000	4,500
Long-Term Disability Insurance	0	0	0	0	0	0
Public Employee Retirement	0	0	0	0	0	0
Social Security & Medicare	4,418	49,062	53,858	58,665	63,482	68,309
Teacher Retirement	0	0	0	0	0	0
Unemployment Compensation	2,500	5,000	5,000	5,000	5,000	5,000
Workers Compensation	2,500	5,000	5,000	5,000	5,000	5,000
Other Employee Benefits	0	0	0	0	0	0
<b>Total Employee Benefits</b>	15,418	139,229	151,692	164,165	176,648	189,142

	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year	Third Fiscal Year:	Fourth Fiscal Year:	Fifth Fiscal Year:
<i>C. Rental of Facilities &amp; Utilities</i>						
Electricity	30,000	60,000	61,800	63,654	65,564	67,531
Gas, Oil, or Steam Heat	0	0	0	0	0	0
Grass and Tree Services	0	0	0	0	0	0
Internet Access	1,500	3,000	3,000	3,000	3,000	3,000
Mortgage	0	0	0	0	0	0
Rent	30,000	60,000	60,000	60,000	60,000	60,000
Repair & Maintenance Services	0	30,000	30,000	30,000	30,000	30,000
Telephone Long Distance	6,000	12,000	12,000	12,000	12,000	12,000
Trash Removal	0	10,000	10,000	10,000	10,000	10,000
Utilities	0	0	0	0	0	0
Water & Sewer	7,500	15,000	15,450	15,914	16,391	16,882
<b>Total Rent and Utilities</b>	<b>75,000</b>	<b>190,000</b>	<b>192,250</b>	<b>194,568</b>	<b>196,955</b>	<b>199,413</b>
<i>D. Insurance</i>						
Board Errors and Omissions	0	1,000	1,030	1,061	1,093	1,126
General Liability Insurance	15,000	29,000	29,870	30,766	31,689	32,640
Health Insurance	0	0	0	0	0	0
Property & Casualty Insurance	5,000	10,000	10,300	10,608	10,926	11,253
Property & Inland Marine	0	0	0	0	0	0
Theft Insurance	0	0	0	0	0	0
Treasurer Bonds	0	0	0	0	0	0
Umbrella/excess Liability	2,500	5,000	5,150	5,305	5,464	5,628
Vehicle Insurance	2,500	5,000	5,150	5,305	5,464	5,628
Worker's Compensation Insurance	0	0	0	0	0	0
<b>Total Insurance</b>	<b>25,000</b>	<b>50,000</b>	<b>51,500</b>	<b>53,045</b>	<b>54,636</b>	<b>56,275</b>
<i>E. Service Contracts</i>						
Accounting & Payroll Services	0	15,000	15,000	15,000	15,000	15,000
Consulting Services	10,000	10,000	10,000	10,000	10,000	10,000
Data Processing Services	0	0	0	0	0	0
Equipment Rental & Lease	0	0	0	0	0	0
Food Service Contract	0	200,000	200,000	200,000	200,000	200,000
Legal Services	10,000	10,000	10,000	10,000	10,000	10,000
Professional & Technical Services	0	40,000	40,000	40,000	40,000	40,000
Pupil Transportation Contract	0	10,000	10,000	10,000	10,000	10,000
Security Services	0	0	0	0	0	0
Staff Development	10,000	10,000	10,000	10,000	10,000	10,000
Other Service Contracts	60,000	120,000	120,000	120,000	120,000	120,000
<b>Total Service Contracts</b>	<b>90,000</b>	<b>415,000</b>	<b>415,000</b>	<b>415,000</b>	<b>415,000</b>	<b>415,000</b>

	Pre-operational (From Schedule A)	First Fiscal Year (From Schedule B)	Second Fiscal Year	Third Fiscal Year:	Fourth Fiscal Year:	Fifth Fiscal Year:
<i>F. Supplies &amp; Materials</i>						
Advertising	5,000	5,000	5,000	5,000	5,000	5,000
Computer Software	7,500	7,500	7,500	7,500	7,500	7,500
Custodial Supplies	0	5,000	5,000	5,000	5,000	5,000
Instructional Supplies	0	20,000	20,000	20,000	20,000	20,000
Library Books	0	5,000	5,000	5,000	5,000	5,000
Office Supplies & Expense	0	5,000	5,000	5,000	5,000	5,000
Postage	0	5,000	5,000	5,000	5,000	5,000
Printing	5,000	10,000	10,000	10,000	10,000	10,000
Subscriptions	0	2,500	2,500	2,500	2,500	2,500
Testing & Evaluation Supplies	0	7,500	7,500	7,500	7,500	7,500
Textbooks	0	15,000	15,000	15,000	15,000	15,000
Other Supplies & Materials	0	7,500	7,500	7,500	7,500	7,500
<b>Total Supplies &amp; Materials</b>	17,500	95,000	95,000	95,000	95,000	95,000
<i>G. Capital Outlay</i>						
Computer Hardware	10,000	10,000	10,000	10,000	10,000	10,000
Computer Software	7,500	7,500	7,500	7,500	7,500	7,500
Office Furniture & Equipment	5,000	5,000	5,000	5,000	5,000	5,000
Instructional Furniture & Equipment	5,000	5,000	5,000	5,000	5,000	5,000
Vehicles	0	0	0	0	0	0
Land Purchases	0	0	0	0	0	0
Improvements & Alterations	0	0	0	0	0	0
Other Capital Outlay	0	0	0	0	0	0
<b>Total Capital Outlay</b>	27,500	27,500	27,500	27,500	27,500	27,500
<i>H. Other Expenditures</i>						
Audit Expense	7,500	25,000	25,000	25,000	25,000	25,000
Dues & Fees	0	5,000	5,000	5,000	5,000	5,000
Judgments	0	0	0	0	0	0
Debt Services	0	0	0	0	0	0
Travel Expense/Mileage	2,500	5,000	5,000	5,000	5,000	5,000
Reimbursement	0	0	0	0	0	0
Field Trips	0	5,000	5,000	5,000	5,000	5,000
Payment to an EMO	0	0	0	0	0	0
BSU Administrative Fee	25,000	50,000	50,000	50,000	50,000	50,000
<b>Total Other Expenditures</b>	35,000	90,000	90,000	90,000	90,000	90,000
<b>TOTAL EXPENDITURES</b>	343,168	1,648,062	1,726,973	1,806,138	1,885,564	1,965,259
<b>REMAINING CASH BALANCE (DEFICIT)</b>	76,832	146,645	231,047	179,897	143,049	120,354



## Facilities Plan – Section 29

### Facilities

- A. School district in which the school will be located. Vigo County School Corporation
- B. Geographic preference with the district. Southeast
- C. 6301 South U.S. Highway 41  
Terre Haute, Indiana 47802
- D. Does the school plan a stand-alone facility or will the school co-locate with another organization?  
The school will co-locate with Gibault Children's Services.

Space	Year One		Year Two		Year Three	
	Number	Average Size	Number	Average Size	Number	Average Size
Classrooms	18	976 sq ft	18	976 sq ft	18	976 sq ft
Offices	10	311 sq ft	10	311 sq ft	10	311 sq ft
Meeting/Counseling	3	266 sq ft	3	266 sq ft	3	266 sq ft
Gym	2	3300 sq ft	2	3300 sq ft	2	3300 sq ft
Kitchen	1	2400 sq ft	1	2400 sq ft	1	2400 sq ft
Dining	1	2688 sq ft	1	2688 sq ft	1	2688 sq ft
Auditorium	1	2808 sq ft	1	2808 sq ft	1	2808 sq ft
Library	1	2294 sq ft	1	2294 sq ft	1	2294 sq ft
Media	Combined with Library		Combined with Library		Combined with Library	
Hallways	5	817 sq ft	5	817 sq ft	5	817 sq ft
Restrooms	17	92 sq ft	17	92 sq ft	17	92 sq ft
Locker Space	NA		NA		NA	

	Year One	Year Two	Year Three
Total Estimate Square Foot Requirements	43915 sq ft	43915 sq	43915 sq

		ft	ft
Percent of budget dedicated to facility rental, mortgage, and construction/renovation	3.6%	3.5%	3.3%
Number of Dollars per child dedicated to facility rental, mortgage, and construction/renovation	\$705.88	\$631.58	\$571.43
Anticipated Annual Utility Budget	\$90,000	\$92,250	\$94,568

## **Organizer Governance Policy Summit Academy of Vigo County, Inc**

Policy: Pursuant to I.C. 20-24-1-7, Summit Academy shall be properly incorporated as an Indiana Nonprofit Corporation. In addition, Summit Academy will be governed by established bylaws as well as show IRS determination as a nonprofit Corporation.

Summit Academy will be managed by a Board of Directors, subject to the Articles of Incorporation and established Bylaws. The Board of Directors shall operate in awareness of its trusteeship obligation to its charter and stakeholders. The Board of Directors will acquire the skills and knowledge that make for board excellence. The Board of Directors will assess the board's growth and progress through annual evaluations throughout the year. Summit Academy Board of Directors will lead the school through the establishment of the broadest organizational policies with a primary focus on developing a school that accomplishes its mission.

Summit Academy Board of Directors will accept responsibility for excellence in governing the school and provide valued advisement to the school Administrator. The Board of Directors will discuss regularly Summit Academy's process and performance and need for continuous improvements. The Board will assure that each member is prepared and understands the status of each meeting and the set goals, and the best strategy to implement.

Summit Academy Board of Directors will work closely with the school Administrator to seek input from various sources including staff, students, alumni, employers, and other community members on board policies etc. Summit Academy Board of Directors will make decisions by majority vote, and support decisions made.

### **BOARD OFFICERS**

The officers of Summit Academy will consist of a Chair, a Secretary a Treasurer and such other officers as the Board of Directors may otherwise elect.

Each officer shall serve a one year term or such other period as prescribed by the directors at the time of such election, and until the officers successor is elected and qualified.

## **Appendix A Organizer Governance**

### **Ball State University Office of Charter Schools Policy Regarding Organizer Governance**

July 3, 2008

#### **A. INTRODUCTION**

At the time the Organizer submits its Proposal for sponsorship of a charter school pursuant to I.C. 20-24 to the Ball State Office of Charter School ("OCS"), it shall have complied with this OCS Policy Regarding Organizer Governance.

#### **B. ORGANIZER GOVERNANCE**

##### **1. Corporate Structure and Bylaws**

Pursuant to I.C. 20-24-1-7 and this Policy, all Organizers shall be properly incorporated as Indiana Nonprofit Corporations pursuant to I.C. 23-17 et seq. In addition to its Articles of Incorporation and evidence of incorporation from the Indiana Secretary of State, an Organizer shall also include proposed corporate bylaws with its Proposal. The Model Bylaws attached hereto and incorporated herein as Exhibit A represent corporate bylaws which contain provisions generally acceptable to OCS in most situations. An Organizer may submit proposed corporate bylaws containing provisions different from, or in addition to, those contained in Exhibit A for consideration by OCS. As part of the proposal process, OCS will evaluate such corporate bylaws differing from Exhibit A to determine if they are acceptable in whole or in part.

##### **2. Internal Revenue Service Determination**

Pursuant to I.C. 20-24-1-7(1), the Organizer shall have been determined by the United States Internal Revenue Service ("IRS") to be operating under Section 501(c)(3) status, or shall have applied for such determination. An Organizer shall include with its Proposal the following: (a) the formal IRS determination of Section 501(c)(3) status; (b) a complete copy of its Form 1023 application submitted to the IRS; and (c) evidence of submission of the Form 1023 to the IRS if a formal determination of the Organizer's nonprofit status has not yet been completed by the IRS.

##### **3. Education Management Organizations**

An Organizer which contacts with an education management organization shall include with its Proposal a signed copy of its contemplated contract with the educational management organization. The terms of this contract shall comply with Ball State University's Office of Charter Schools Guidelines and Policy for Contracting with an Educational Management Organization. Moreover, contracting with an educational management organization shall not relieve an Organizer of its statutory obligations under I.C. 20-24 or of its responsibility to comply with this Policy Regarding Organizer Governance.

##### **4. Compliance**

Effective July 1, 2008, prospective charter schools seeking to be sponsored by Ball State University shall comply with all provisions of this Policy. As to existing charter schools currently sponsored by Ball State University, the Organizers currently must be in compliance with Sections 2 and 3 of this Policy, and shall be in compliance with Section 1 of the Policy at the time of charter renewal.

**BYLAWS**  
**OF**  
**SUMMIT ACADEMY OF VIGO COUNTY, INC.**

ARTICLE I

General

Section 1. Name. The name of the corporation is Summit Academy of Vigo County, Inc. (the "Corporation").

Section 2. Initial Registered Office and initial Registered Agent. The post office address of the Corporation's initial registered office is 6401 S. US Highway 41, Terre Haute, IN 47802. The initial registered agent in charge of the initial registered office is Cary Molinder.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end of the last day of June next succeeding. (Alternative is calendar year)

ARTICLE II

Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and 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 7 or more than 15, 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.*

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 (3) years, or such other period as prescribed by the directors at the time of such election, and until his or her successor is elected and qualified. Following the expiration of a director's term, at least one (1) year must elapse before he or she again may be elected to the Board of Directors.

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 2. Quorum and Approval of Actions. A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws, the approval of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3. Regular Meetings. The Board of Directors may hold regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transacting such business as properly may come before the Board of Directors.<sup>1</sup>

Section 4. Special Meetings. Notwithstanding the preceding Section 3 of this Article II, the Board of Directors may hold special meetings for any lawful purpose upon not less than two (2) days' notice, as described in Section 6 of this Article II, upon call by the Chair or by two (2) or more members of the Board of Directors. A special meeting shall be held at such date, time, and place inside the State of Indiana or elsewhere as specified in the call of the meeting.

Section 5. Compliance with Indiana Open Door Law. Notwithstanding 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 the subsequent Indiana law, in connection with all regular or special meetings of the Board of Directors.

Section 6. Notice of Special Meetings. Oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons 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.

Oral notice shall be effective when communicated. Written, electronic, or telefaxed notice, where applicable, shall be effective at the earliest of the following:

- (a) When received;
- (b) Five (5) days after the notice is mailed, as evidence by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;
- (c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or
- (d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidence by the postmark, if mailed corrected addressed to the address listed in the most current records of the Corporation.

Section 7. Waiver of Notice. Notice of a meeting may be waived in a writing signed by the director entitled to notice and filed with the minutes or the corporation records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.

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<sup>1</sup> **Commentary:** *The Organizer's governing board has the statutory responsibility, among others, to oversee and provide direction for the executive, fiscal, educational, administrative, and management functions of the charter school. As such, it should conduct regular board meetings throughout the year at regularly scheduled times and at regularly scheduled intervals where possible. Special meetings can be scheduled by the board as necessary to address unique issues which may arise in the charter school's operations. It is the experience of Ball State University that successful governing boards generally conduct between eight (8) and twelve (12) regular meetings per year.*

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each director or committee member and if such written consent is included in the minutes or filed with the Corporation's records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee member signs the consent and the Board of Directors ratifies the action taken in a subsequent meeting held pursuant to the Indiana Open Door Law, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this Section 8 shall have the effect of approval at a meeting and may be described as such in any document.

Section 9. Resignation, Removal, and Vacancies. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chair, or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or if 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.

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:

- (a) Violations of applicable law, including (but not limited to):
  - (i) Violations of the Indiana Charter School Law; and
  - (ii) 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 law (the "Code").
- (b) 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.
- (c) Breach of any governing document relating to the Corporation, including (but not limited to) the Articles, these Bylaws, and the Charter Agreement.
- (d) Inadequate attendance at meetings of the Board of Directors, defined as absence from two (2) or more meetings in any calendar year.

Any vacancy on the Board of Directors created by the resignation or removal of a director shall be filled by a majority of the directors then in office.

Section 10. Educational Management Organizations. Should the Board of Directors elect to engage an educational management organization ("EMO") to manage the operations of the charter school for which the Corporation is responsible (the "School"), no member of the Corporation's Board of Directors may have any pecuniary interest in such EMO.

### ARTICLE III

#### Officers

Section 1. General. The officers of the Corporation shall consist of a Chair, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. An officer may not simultaneously hold more than one (1) office. Each officer shall be elected by the board of Directors and

shall service for one (1) year, or such other period as prescribed by the directors at the time of such election, and until the officer's successor is elected and qualified.

An officer shall be a member of the board of Directors. Any officer may be removed by the Board of Directors at any time for cause as that term is defined herein in Article-II, Section 9. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

Section 2. Chair. The Chair shall preside at all meetings of the Board of Directors of the Corporation and shall be responsible for implementing policies established by the Board of Directors. The Chair shall perform such other duties as the Board of Directors may prescribe.

Section 3. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 4. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 5. Other Officers. Each other officer of the Corporation shall perform such duties as the Board of Directors or the Chair may prescribe.

## ARTICLE IV

### Committees

*(Optional Provision. May be necessary or requested by OCS if Charter School has a Board of Advisors which functions as a body separate from governing board and to which governing board wishes to delegate certain functions or responsibilities. This proposed provision would give the Advisory Board cognizable legal status under Indiana's corporate statutes regarding committee participation in corporate governance.)*

Section 1. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate two (2) or more directors of the Corporation to constitute an Executive Committee which, to the extent provided in such resolution and consistent with applicable law, shall have and exercise all of the authority of the Board of Directors. The Executive Committee shall be subject to the authority and supervision of the Board of Directors.

Section 2. Other Committees. The Board of Directors may establish other committees, in addition to the Executive committee, to accomplish the goals and execute the programs of the Corporation. Such committees shall have such responsibilities and powers as the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by the Board of Directors with or without cause.



## ARTICLE V

### Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities of the Corporation. This policy shall be further subject to the following principles:

(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon the consideration other than the best interests of the Corporation.

(b) Directors, officers, and employees of the Corporation shall not see or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half blood), from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a director, or a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to and specifically approved and authorized by, the Board of Directors of the Corporation.

Section 2. Effect of Conflict Provisions. The failure of the Corporation, its Board of Directors, or any or all of its directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

## ARTICLE VI

### Indemnification

**(The presence of this article will typically be helpful in recruiting board members)**

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 director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article VI) to have acted in

good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful (or no 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 nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article VI.

## Section 2. Definitions.

(a) 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 or her heirs or personal representatives) may become involved, as a party or otherwise:

(i) By reason of his or her being or having been a director, officer, employee, or agent of the corporation or of any corporation where he or she served as such at the request of the Corporation, or

(ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or

(iii) By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article VI, the terms "liability" and "expense" shall include, but shall 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.

(c) As used in this Article VI, the term "wholly successful" shall mean (i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her, (ii) approval by a court, with knowledge of the indemnity provided in this Article VI, of a settlement of any actions, suit, or proceeding, or (iii) the expiration of a reasonable period of time after the making of any claim or threat of any actions, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article VI (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if (a) special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons 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 Section 1 of this Article VI and (b) the Board of Directors, acting upon such written finding, 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 evidence upon which he or she relies for indemnification. The

Corporation shall, at the request of 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. Relationship to Other Rights. The right of indemnification provided in this Article VI shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article VI, 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 or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article VI and insurance protecting the Corporation's directors, officers, employees, agents, or other persons.

## ARTICLE VII

### Contracts, Checks, Loans, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize one (1) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank, banks, or depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. 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 VIII

### Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation; provided, however, that any proposed substantive alternation, amendment, or repeal of these Bylaws must be approved in writing by the sponsor of the School (as the term "sponsor" is defined in IC 20-24-1-9) prior to the Board of Directors of the Corporation taking any action thereon.

Kathy K Bradbury  
SECRETARY

20 September 2011  
DATE

**Summit Academy  
Annual Board Meeting  
September 20, 2011  
12:30 to 1:00pm**

The meeting of the Board of Directors of Summit Academy of Vigo County was held at the offices of 6401 South US Highway 41, Terre Haute, Indiana on the 20<sup>th</sup> day of September, 2011 at 12:30 am. Pursuant to Call and Waiver of Notice executed by all member of the board of Directors. James Sinclair, Michele Madley and Kathy Bradbury were present at such meeting. James Sinclair was designated to act as Chairman.

The next order of business was consideration and adoption of the revised By-Laws of the Corporation. The Chairman presented a draft of proposed bylaws. After review, the following resolution was adopted.

RESOLVED: The bylaws as presented to this meeting are hereby adopted as the bylaws of Summit Academy of Vigo County.

With no further business to come before the meeting, it was unanimously voted to adjourn.

20 Sept 11  
Date

Kathy K Bradbury  
Kathy Bradbury, Secretary

**SUMMIT ACADEMY**  
**School Admissions Policy and Criteria**

Summit Academy Charter School is open for enrollment to any persons in Indiana from grade K-12. However, our focus will be serving an at-risk population demonstrating behavior, academic, and social difficulties such as expulsion, juvenile justice system involvement and maladaptive behaviors. Our marketing and promotion will continue to focus on providing opportunities for students in need of services through the DCS, DOE and county probation departments. Avenues of new student recruitment will focus on Vigo County and adjacent communities.

If there are not enough applicants to reach maximum capacity when open enrollment closes enrollment will continue on a first-come, first-served basis. If the school is oversubscribed a random lottery will be held. Recruitment and marketing will occur in early May. At this time, a local licensed, bonded and insured security firm will be retained in the event a random lottery is necessary. The open enrollment will be conducted May 14, 2012 through June 1, 2012.

## **SUMMIT ACADEMY**

### **Discipline Policy**

#### **Due Process**

Due process is guaranteed to students in certain circumstances by the Fourteenth Amendment to the United States Constitution and Indiana law. Due process in education requires that rules and regulations governing student conduct are made available to students and parents; that students know and understand these rules and regulations; that when a student is believed to have violated a rule or regulation, he or she is confronted with this belief and given the opportunity to respond to the accusation; that when rules or regulations are violated, certain consequences may occur; and that if expulsion from school is a recommended consequence and if the student or his or her parent wishes, a meeting with school administrators on the expulsion will be offered. Appeals to the Summit Academy Charter Board and to the civil courts may follow.

#### **Judicial Review**

A person may file for a judicial review in accordance with IC 4-21.5-5 once all administrative remedies have been exhausted.

#### **Firearms and Deadly Weapons**

Firearms and deadly weapons are strictly prohibited on school property.

It is a Class D felony under Indiana law for a person other than a law enforcement officer to bring a firearm on to School property. A permit to carry a firearm does not allow a person to bring a firearm on to School property except when the person possesses the firearm in a motor vehicle that is being operated by the person to transport another person to or from a school or a school function.

School policy forbids the possession of all weapons on School property except by a law enforcement officer.

At anytime a weapon is found on school property, law enforcement will be contacted. If the person possessing the weapon is a student, they will be suspended from school immediately with a recommendation of expulsion.

#### **Reporting of Student Violations to Law Enforcement**

Summit Academy Summit Academy will report violations of the law to local law enforcement for investigation. Behaviors that will be reported include but are not limited to: possessing illegal drugs, possessing alcohol, being under the influence of drugs or alcohol, battery of another person, excessive truancy, theft, vandalism.

**Access to Medical Care for Students Attending Summit Academy  
and Residing at Gibault Children's Services**



Subject: <b>OPG #520 – Access to Medical Care</b>		COA Standards: COA RPM 5
Effective Date: 12/01/98	Revision Date: 11/28/07	Licensing Regulations: IAC, OAC
Author: Director of QACIS <i>RS</i>	Procedure Approved By: President/CEO <i>AK</i>	Board Approved Policy: Board Officer <i>DJH</i>

- I. **POLICY:** The facility will provide basic, urgent and emergency care to all clients for medical, dental and mental health concerns. This medical care includes reasonable preventive practices as required by Indiana State Department of Health, Ohio State Department of Health, routine care as directed by a professional medical staff and emergency care in response to trauma. Elective treatments, surgery, cosmetic care and non-essential medical care are precluded except when individually justified and authorized by the facility physician, guardian and placing agent when applicable. The facility will identify and assess clients with special needs and communicate to staff any or all requirements to be considered for the housing, program assignments, medical needs and disciplinary measures.
- II. **PURPOSE:** COA RPM  
465 IAC 2-9-72, 73, 74 - CCI  
465 IAC 2-12-70, 71, 72 - GH  
465 IAC 2-10-72, 73, 74 - ESC  
465 IAC 2-11-72, 73, 74 - PS/PRTF  
OAC 4723-27-03, 5101:2-9-14
- III. **APPLICABILITY:** All staff and specifically those involved in the planning for and/or operation of the facility health program.
- IV. **DEFINITIONS:**
- A. Medical emergency- a serious medical problem, usually presenting unexpectedly, which can lead immediately to loss of life or limb, or other serious morbidity; no delay in provision or services is acceptable.
  - B. Medical urgency- a serious medical problem, usually presenting unexpectedly, which can lead to loss of life or limb if not quickly addressed; generally, a delay of hours is acceptable in an urgent situation.
  - C. Medical necessity/routine- a serious medical problem which can be addressed days or weeks in the future; a delay in response does not affect eventual outcome.
  - D. Convenience care- a trivial condition for which a client desires health care services, but which does not rise to the level of a serious medical need requiring treatment; it is not necessary to provide this type of treatment while in the care of the facility.

- E. Sick call- the face to face evaluation of a first level complaint, generally by a nurse whether on a scheduled or urgent/emergency basis.
- F. Physician appointment- face to face evaluation of a client by a facility physician on a scheduled or urgent/emergency basis.
- G. Physical examination- a through evaluation of a client's current physical condition and medical histories conducted by, or under the supervision of a licensed professional.
- H. Medical screening- examination of a client conducted by a member of the medical staff. The examination is intended to identify obvious ailments or injuries and reduce aggravation of the condition.

**V. PROCEDURE:**

- A. The facility will contract with a physician to provide medical care on a routine and emergency basis, and to designate consulting physicians when necessary for the continued care of the client. Designated referral health care facilities will be enlisted for the specialized or emergency care needs of the clients:
  - 1. Hospital outpatient/inpatient/emergency department
  - 2. Dentist
  - 3. Optometrist
  - 4. Specialist physicians
  - 5. Laboratory and radiology
- B. The facility shall provide and maintain space, equipment, supplies and materials for Health Care Services for proper delivery of health services to clients.
  - 1. Health Care Clinic for medication delivery, assessments and care of the clients.
  - 2. Observation room for the care of injured, sick or contagious client on a temporary basis. In our PRTF units, the client's rooms are used for rest – the on-site nurse monitors.
  - 3. Examination area for the provision of privacy/confidentiality while performing care of a client.
  - 4. Storage areas for medical supplies
  - 5. Medication storage area to provided safe delivery of medications and security.
  - 6. Office space to maintain medical files in a confidential manner and performs nursing duties.
- C. Health care screening and physical assessment will be provided on admission to the facility to determine the needs of the client and provide continuation of medical care;
  - 1. Immunization record for verification of completed immunizations and to determine need for completion.
  - 2. Determination of need for updated tuberculin testing and administration if needed. It has been noted that a TB screen is always given upon admission, even a re-admit due to possible exposure while outside of our services.
  - 3. Documentation of present or past medical conditions to include surgeries, special procedures and follow up care needed.

4. Physical restrictions and limitations due to a medical condition
5. Documentation of last physical, dental and optometry examination and need for follow-up
6. Documentation of currently prescribed medications and verification by the facility physician of medications for continued therapy pending further evaluation by the physician.
7. Determination of need for requiring medical information from client's private physician and/or transferring facility and obtaining written consent from the guardian for transfer of information.
8. Verification of legal guardian and obtaining routine facility consent for care documents.
9. Nursing assessment on admission to determine health status:
  - a. Vital signs
  - b. Height/weight
  - c. Physical condition on admission
  - d. Snellen vision exam/ audio exam
- D. Immunizations will be administered as required by Indiana or Ohio State Board of Health/County Public Health in accordance with school requirements. Documentation of administrations will be placed in the medical file, forwarded to the required state/county agencies governing the facility, and made available to the guardian and/or placing agency.
- E. A physician examination will be preformed by the facility physician within 2 weeks of admission for documentation of physical and medical status and determination of special needs. This examination will be documented on the State Child Welfare form provided to the facility. Routine physical examinations will be completed on a yearly basis from the admission date.
- F. Routine medical care will be provided on an as needed basis, with primary screening by the nursing staff and referral, by scheduling, with the facility physician in a timely manner consistent with the medical need. Access to health care services should be relatively free of barriers and should not come under the control of staff members who are not part of the health care delivery. The facility will establish a schedule for physician, dental, optometry and laboratory visits on a weekly, bi-weekly basis.
  1. Clients may verbally request to be seen by nursing staff directly or indirectly through verbalization with staff.
  2. Clients may be referred to nursing staff by facility staff members when probable cause exists.
  3. Guardian and/or placing agencies may request nursing or physician assessment for medical concerns.
- G. Medical emergencies and medical urgencies may develop and present at any time. Staff will be prepared to offer basic first aid and CPR pending the arrival of nursing staff and/or emergency personnel for transportation to a local designated hospital or facility for further care.
  1. Staff, with the responsibility of care for the clients, will be trained in American Red Cross Community First Aid and Safety as per standards.
  2. First Aid kits will be maintained in the client's living, recreational, educational and transportation vehicles for providing primary care for

minor medical concerns and stabilization of urgent/emergent situations.

3. Information will be posted in significant areas for accessibility of staff to determine care needed for minor, urgent and emergency conditions.
  4. Posted telephone numbers in each living area for immediate contact with emergency personnel.
  5. Emergency medications will be maintained in the Health Care Clinic for use by nursing staff when authorized by the facility physician. The pharmaceutical service will maintain these medications and provide a secured container for storage.
  6. Notification of guardian/parents and agency will be made in a timely manner concerning medical emergencies.
  7. In the event of a major disaster, health care staff will follow establish facility procedures and assist in triage and provide care to the clients; supplying medical supplies as needed.
  8. Clients in an out-of-home setting will not receive non-emergency medical treatment which conflicts with the religious tenets or practices of the religion of the client or parent without the specific written consent of the parent, guardian, or custodian. If a medical emergency does arise, Gibault will transport the client to a medical facility and contact the agency and parent/guardian.
- H. Convenience care as requested by the client or guardian will be evaluated by the facility physician through examination or referral from nursing staff to determine need for further care, referral to outside facility or referral to a consulting specialist physician. The guardian will be informed of need and request for consenting permission prior to completion of care.
- I. Nursing protocols will be developed and authorized by the facility physician for routine non-urgent care of the offender on a short term basis, with continued evaluation of and referral to the physician if increased severity, failure to respond to treatment in an expected time frame and no improvement in condition. Staff responsible for the direct care of the client will be provided over-the-counter medications for minor medical complaints, maintained in a secured container in an area inaccessible to clients. Staff will report client request for use of OTCs, on a consistent basis, to nursing staff for further evaluation of need.
- J. Need for specialized care with an outside physician and/or facility will be determined by the facility physician. When the present medical condition is non-urgent the guardian will be notified of the recommendation and a written request for consent will be obtained. In the case of urgent need a verbal consent will be obtained by nursing staff. This shall include required or elective surgical procedures.
- K. Upon admission and/or during the clients stay in the facility, staff shall identify and assess clients with or who develop special needs in regards to medical conditions. The facility physician and nursing staff shall develop a treatment plan in conjunction with the client's personal physician for continuance of care while a client.
- I. Determination of housing needs and capabilities in performing routine daily living chores

2. Special dietary needs
3. Recreational limitations
4. Specialized medical monitoring
5. Medication administration

Special needs clients may include the following groups:

Chronic illnesses

Communicable diseases

Physical disability

- L. Clients will be assessed for communicable diseases on admission and on an as needed basis. Clients will be offered an age appropriate educational program to include the following upon admission and annually:

1. Preventive Disease Transmission
2. Pregnancy prevention
3. HIV, Hepatitis and Sexually transmitted disease prevention
4. Nutrition
5. Personal Hygiene
6. Boyhood to Man

M. Upon a clients transfer or discharge from the facility, all pertinent medical information will be copied and provided for the guardian in regards to a discharge or to the placing agency for transferring to another placement. When the client is being transitioned into independent living, copies of pertinent medical information will be made available. The original medical file will be maintained at the facility.

Subject: <b>OPG #515 – Medication Management</b>		COA Standards: COA RPM 3
Effective Date: 07/06/00	Revision Date: 11/28/07	Licensing Regulations: IAC, OAC
Author: Director of QACIS <i>AS</i>	Procedure Approved By: President/CEO <i>JS</i>	Board Approved Policy: Board Officer <i>D.J.H.</i>

- I. **POLICY:** Pharmaceutical services are sufficient to meet the needs of the facility and medications to be prescribed, dispensed, distributed or administered and returned or destroyed are done so in accordance with state and federal laws and regulations.
  
- II. **PURPOSE:** COA RPM 3.01, 3.02, 3.03, 3.04, & 3.05  
465 IAC 2-9-72, 73, 74 - CCI  
465 IAC 2-12-70, 71, 72 - GH  
465 IAC 2-10-72, 73, 74 - ESC  
465 IAC 2-11-72, 73, 74 - PS/PRTF  
OAC 4723-27-03, 5101:2-9-14
  
- III. **APPLICABILITY:** Pharmaceutical service delegated by the facility, licensed physicians, licensed nursing staff and non-licensed staff trained by the facility in the administration of prescribed and over the counter medications. In our Ohio facilities, staff observe the clients self-administer their own medication.
  
- IV. **DEFINITIONS:**
  - A. Formulary- written list of prescribed and over-the-counter medications maintained in the facility.
  - B. Procurement- system of ordering medications for the facility.
  - C. Distribution- system for delivering, storing and accounting for medications from the source of supply.
  - D. Medication accounting- act of recording, summarizing, analyzing, verifying and reporting medications usage.
  - E. Administration- act in which a single dose of an identified drug is given to a client.
  - F. Disposal- a destruction of medication on its expiration date or when retention is no longer necessary
  - G. Dispensing- placing of one or more doses of a prescribed medication into containers that are correctly labeled with the physician, name, medications, dose, administration schedule and date.
  
- V. **PROCEDURE:**
  - All medications will be provided to clients only upon the approval of a physician authorized by law to prescribe. Physician authorization may be through written medication orders, telephone or verbal orders or through written protocols. Physicians either directly or via nursing personnel acting as agents of the physician, may communicate medication orders to the pharmaceutical service.

- Prescribed medications per facility physician and/or psychiatrist, consulting physicians and dentist will be obtained from a licensed pharmaceutical service per written procedure established by the facility in accordance with licensing standards and state regulations.
- Medications prescribed to clients prior to admission to Gibault will be continued until assessment by the facility physician is conducted. Changes to prescribed medications will be made based upon physician assessment and evaluation. It should be noted that Gibault does not prescribe birth control medications to its clients. Usage of such medications will be under the advisement of the facility physician for medical necessity only, with that necessity determined by the facility physician after assessment and evaluation.
- Over-the-counter medications will be provided by the facility for clients with non-emergency/minor medical complaints and administered by licensed and non-licensed staff per written protocol established by the facility physician.
- Nursing protocol medications (medications to be utilized within a 24-72 hrs period) will be established by the facility physician and reviewed on a yearly basis for the care of non-emergency medical conditions.
- Topical medications and those medications requiring emergency management of a condition, as prescribed by a physician, may be maintained within the client's dormitory in a secured area and used under direct supervision of staff, with accounting of use related to medical staff.
- Licensed health care staff will be responsible for documentation of prescribed medication orders, procurement of medications, establishment of system for administering said medications, documentation of administration on individual client medication record, documentation of client's response to medication where applicable, notification of child and guardian as to alterations in medication prescribed by physician and destruction and/or return of medication when required by state regulations.
- Non-licensed staff members who have participated in a facility Medication Administration Training program may administer prescribed medications to clients in Indiana facilities when necessary and be responsible for documentation of administered medication on individual client medication record. In our Ohio facilities, staff observe the clients self-administer their own medication.
- Automatic stop dates shall be established for all medication orders. The facility will be responsible for establishing a method of notifying said physician of the impending expiration of the medication in such a manner to insure necessary medication therapy will not be interrupted.
- Compliance monitoring will be established for medication management. Review of compliance to prescriptive regimes shall be preformed if facility staff members have reason to believe the client is non-compliant. The client will be advised of the medical concerns and asked to sign a Refusal of Care form for documentation of non-compliance.
- Pharmaceuticals prescribed for a transferred client will be supplied by the facility upon transfer for a seven-day supply. Clients being discharged to a non-residential facility will be supplied with a thirty-day prescription for each medication and three-day supply of medication.

- Medications brought to the facility from an outside source will be documented and the facility physician will be contacted for verification of need and the medication will be procured through the facility's pharmaceutical service for administration. If immediate need exist for administration of said medication, minimal doses may be administered from the outside source if the order is verified and maintained in a properly labeled medication container.
- All medical supplies such as peroxide, sterile water and saline and vaccines will be maintained in the manufacture's container with label intact and documentation of date opened. Disposal of product will be thirty days after opening.
- Sufficient medication administration records will be maintained in the client's individual medical file for documentation of administration of medications, allergies, prescribing physician, medication distribution for home furloughs, off campus administration and non-compliance. Staff administering medications or observing a client's self-administration of medication will be responsible for signing these records in a timely manner.
- Sufficient records will be maintained for documentation of distribution, administration, control and accountability of narcotics and Level II medications.
- Antiseptics and other medications for external use and disinfectant are stored separately from internal and injectable medication. Medications requiring special storage for stability are stored as per instructions.
- All medications will be maintained under control of the appropriate staff and will be stored under the proper environmental conditions of sanitation, temperature, light, moisture, ventilation, security and away from disinfectants and cleaning agents. Discontinued, outdated and/or deteriorated medications are destroyed in accordance with pharmacy regulations.
- Physicians prescribing controlled substance must in addition to a professional license, have a valid DEA certificate and current Indiana Controlled Substance Registration, copies of which will be maintained by the facility.
- All health care staff shall adhere to the general guidelines in the written policy.
- Medication Administration Records
- Will be provided for each client, with the existing months maintained in the Medication Delivery Log and the past months maintained in the designated section of the client's medical file.
- The M.A.R. will contain the following information:
  - Client's name, facility admitting number, living unit location
  - Allergies
  - Date/month of use
  - Physician name
  - Medication orders with designated area for documentation of administering staff initials at time of administration.
  - Diagnosis
  - P.R.N. medication documentation to include over-the-counter medications
  - Staff signature to correlate with initials
  - Code system for non-administered medications and reason.



- Administering staff will document on the M.A.R. in the following manner:  
Initial administration of each medication in designated time/date slot at time of administration.
  - When the medication is not administered as ordered, staff will initial the time/date slot and circle that initial. The explanation of non-administration will be documented on the reverse side of the form.
  - Staff will sign their full name to correlate with their initial.
  - Verification of medication orders:
    - Prior to placement of monthly M.A.R.s for administration of medications licensed staff will
    - Review the new forms with the past months for accuracy and omission of new orders.
    - Corrections will be made by verification with the medical file on current physician orders.
    - Corrected copies of the M.A.R. will be forwarded to the pharmaceutical service for updating
    - Licensed staff will maintain and update the M.A.R. as new orders are received:
    - Orders that are discontinued by the physician will be yellowed highlighted in as d/c'd
    - New orders will be written in correct form
      - name of medication
      - dosage
      - route
      - amount
      - frequency
      - duration
      - staff initial
  - The staff member administering the first dose will block new order dates of administration in with yellow highlight at the time of documentation or.
  - Physician orders may be obtained by a licensed nurse or registered pharmacist in the following manner:
    - Physician orders shall be written on a pharmacy supply form established for each individual client with all pertinent information completed.
    - Physician orders will be without erasures or use of "white out", errors will be documented with a single line through the error with the date and staff initial above.
    - Verbal orders received by licensed staff will be countersigned by the physician at the next scheduled facility visit.
    - Orders shall be complete, legible, dated and timed.
    - Medication orders received from a referral physician or the facility physician for appropriateness shall review non-facility physician.
    - Approved orders will be transferred to the Physician Order form and transcribed in the

- established manner by licensed staff.
  - Physician orders will be processed in a timely manner by licensed staff.
  - Licensed nursing staff responsible for receiving a new order will indicate their name, date and time of processing of said order.
  - Physician orders will be processed to the appropriate service or retained for completion when designated.
- Notification of new physician orders and changes in existing orders will be provided to the client verbally and to the stated guardian both verbally and in writing:
- When receiving an order, staff will attempt verbal notification of guardian three times per telephone, prior to initiating order.
- Letter of notification regarding the order, with appropriate information concerning the medication and reason for usage will be forwarded to said guardian with the request to sign for verification of consent and return to the facility.
- Returned letters of consent will be maintained in the client's medical file.
- Medication Consent Notification Log will be maintained.
- Procurement of Medication:
- Physician orders will be forwarded to the pharmaceutical service, contracted by the facility in any of these manners:
- faxed or telephone request for medication needed immediately after guardian consent is verified, with the exception of emergency need.
- carbon copy of original order delivered to the service as directed.
- Documentation of notifying the service will be noted on the Physician Order form.
- Upon receipt of medication, licensed staff will verify the physician's order with the following:
- M.A.R.
- Medication label
- Visualization of medication
- Pharmacy inventory list
- Packaged medication will be stored in a secured medication cart for administration at designated times
- Medication cart will be locked at all times when not in use
- Medication cart will be secured in a locked area when staff not present
- Open medication cart will be visually monitored at all times when administering medications
- Medication cart will be maintained in a sanitary manner.
- Medication Administration:
- Designated staff will administer medication in designated areas.
- Clients are required to present at designated area of administration, their name stated, identified by sight of the staff person with respective M.A.R.

- Verification of medication to be administered with the M.A.R., and staff initial upon administration.
- Medication packet is placed in the palm of the client's hand and staff makes observation of ingestion with water.
- Staff maintains security of the area.
- Medication Maintenance:
- All medications including over-the-counter medications, emergency drug box and nursing protocol medications will be inspected on a monthly basis for reorder, expiration dates, sanitation and need.
- Drug destruction will be documented on the following forms:
- Client medication on individual M.A.R.
- Drug destruction log with co-signature of staff
- Name of medication, dosage, number, method and date
- Drug destruction logs will be maintained by the facility for review.
- Return of medication to the pharmaceutical service when designated by courier.
- Emergency Medication Box will be maintained in designated areas for immediate use of those medications prescribed by the facility physician.
- Secured with lock and stored within a locked cabinet.
- Maintained by the pharmaceutical service
- Medication administered by licensed staff
- Documentation on individual M.A.R. and Emergency Medication Form for use.
- Notification of pharmaceutical service for replacement on day of use.
- Over-the-Counter medications per physician order will be maintained in the Health Care Clinic as nursing protocol for a maximum duration of 72 hours.
- Assessment of clients for symptoms will be documented in the Progress Notes of the client's medical file.
- Documentation of use on individual M.A.R. with the start/stop dates indicated.
- Symptoms existing after 72 hours or increased in severity will be reported to the facility physician for further orders.
- Minimal OTC medications will be supplied and maintained by the health care staff to all living areas for use by non-licensed staff when clients present with routine non-emergency symptoms.
- Persistent symptoms will be reported to nursing staff for evaluation of need.
- Non-compliance to care/refusal of medications will be documented in the following manner:
- Client's M.A.R. at time of refusal
- When refusal is consistent the client will be advised of the need for medication and following the prescribed regimen for optimal benefit.

- Prescribing physician and therapist will be notified of non-compliance after consistent refusal of daily dosages.
- Guardian refusal of physician orders will be forwarded a Refusal of Care form for signature and return.
- Medication Update List will be maintained on a daily basis by licensed staff to communicate client's medication regimen to appropriate staff for consistent care.

**SUMMIT ACADEMY**  
**School's Leadership and Teacher Employment Policies**

- I. **POLICY:** The corporation shall have a policy regarding hiring practices for applicants for employment to the corporation and the internal promotion or transfer of employees
- II. **PURPOSE:** COA HR 1.01-1.03, 465 IAC 2-9-47 – 2-9-52, 465 IAC 2-11-47 –2-11-52, 465 IAC 2-12-47 – 2-12-52, OAC 5101:2-5-13 (A) (33)
- III. **APPLICABILITY:** All Summit Academy applicants, staff at all administrative and service locations.
- IV. **SITUATIONS:**
- Summary of Hiring Practices
  - Nepotism
  - Application Process
  - Interview Process
  - Background Check Process
  - Health Requirements
  - Promotion/Transfer
  - Supervisor Selection Criteria
- V. **PROCEDURE:**

**Summary of Hiring Practices**

All employment requires the approval of the Director of Human Resources or their designee. Summit Academy is an equal opportunity employer and hires individuals solely upon the basis of their qualifications and ability to do the job to be filled. Unless otherwise provided in writing, employment at Summit Academy is considered to be at-will, so that either party may terminate the employment relationship at any time and for any lawful reason.

Summit Academy normally seeks to fill job openings above entry level by promoting from within, if qualified applicants are known to be available internally. If candidates from outside the corporation are to be considered for job openings, the Human Resources Department will be responsible for recruiting the candidates and is to utilize the recruitment methods and sources it deems appropriate to fill the openings. The decision whether to hire the applicant is to be made by the supervisor or department head, but all job offers are to be approved by the Director of Human Resources or their designee prior to being extended.

Following the offer of employment, which shall include any contingencies or disclaimers deemed necessary, the Human Resources Department or specified members of Summit Academy, shall prepare a written offer of employment detailing the specifics of the offer and mail the written offer to the applicant. When mailing is not convenient the applicant will review the written offer at Summit Academy under the supervision of a Human Resource Department representative.

Former employees who left Summit Academy in good standing may be considered for re-employment. Former employees who resigned during an investigation into misconduct or who were dismissed with prejudice may not be considered for re-employment. All request for re-employment are subject to review and authorization by the Director of Human Resources, their designee and the site director of the campus or facility where the former employee has applied.

Following the commencement of employment duties, all individuals must obtain a health examination which includes a Mantoux tuberculin test or chest x-ray and any other test and immunization considered necessary by a licensed physician, within the first (30) days of employment. Health examinations conducted less than 90 days prior to the date of employment will be accepted. The completed examination form and test results must be in writing and given to a representative of Human Resources to be maintained in the employee's medical file. The expense of the employment entrance health examination, tuberculin test, chest x-ray, and any other test and/or immunization is the responsibility of the prospective employee.

Applicants and employees must provide documentation of degree, certification or licensure in accordance with the requirements of their position. Academic transcripts and professional licenses may be submitted by the applicant or employee or sent to Summit Academy directly from the academic institution or state licensing department.

All paperwork collected as part of the hiring process (job posting, application, interview notes, background checks, criminal record checks, and Sex Offender Registry checks, collectively referred to as "hiring records") shall be maintained by Human Resources for applicants deemed unqualified for consideration or employment during any point of the hiring process shall be retained by human resources for a minimum of 1 year from the date the applicant is deemed unqualified.

### **Nepotism**

All applicants for employment (to include contract and temporary employees) or volunteer workers are subject to the selection procedures outlined below, including applicants related to, or acquaintances of, current or past members of the Board of Trustees, or applicants related to, or acquaintances of, current or past employees of Summit Academy. Relatives or acquaintances of current or past members of the Board of Trustees, or relatives or acquaintances of current or past employees may not be hired, if such employment would:

- a. Create either a direct or indirect supervisor/subordinate relationship with a family member, or
- b. Create an actual conflict of interest or the appearance of a conflict of interest.

Note: If a new member is appointed to the Board of Trustees who is related to a current Summit Academy employee, said employee will be entitled to continue employment as long as a conflict of interest does not exist or give the appearance of a conflict of interest.

These criteria will also be considered when assigning, transferring, or promoting an

employee. For the purposes of these criteria, "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other member of the employee's household.

### **Application Process**

Application for employment can be made only through the completion of an Application for Employment. Therefore, any candidate for employment must complete and sign an Application for Employment to be considered for hiring. Resumes may be submitted along with, but not in place of, the Application for Employment. The Application for Employment may be required of contract employees and volunteers, however, it does not apply to temporary workers utilized through a third party resource.

At the time of application for employment, a candidate must complete a Criminal History Affidavit and have it notarized. The completed Criminal History Affidavit then becomes a part of the application for employment.

Applicants deemed qualified for consideration for available job openings will be evaluated (screened) as a possible candidate by the Human Resources Department and given any tests required for the job.

### **Interview Process**

If the applicant is still deemed qualified after the screening evaluation and any appropriate testing, an interview shall be arranged between the applicant, Human Resources and the supervisor or department head with the job opening.

Human Resources, supervisor or department head has the responsibility to determine whether the applicant is technically qualified for the job open, is compatible with the work environment, and is suited to work in a environment with children.

### **Background Check Process**

If the interview with Human Resources, the supervisor or department head is favorable, reference checks will be used to validate and supplement the information from the interviews. The Human Resources Department will be responsible for the reference checks. In addition, a criminal records check will be made through the respective State Police office or appropriate state agency. Summit Academy will prohibit employing, or accepting volunteer, contractual or temporary services from, an individual who has been arrested for, or convicted of, any of the offenses listed on the Criminal History Affidavit or state regulations. Arrests for, or convictions of, misdemeanor offenses do not preclude an individual from being employed, or volunteering services to Summit Academy, except when such arrests and/or convictions preclude an individual from performing in the capacity of a positive role model for the students attending Summit Academy, as determined by the Director of Human Resources.

The Human Resources Department will also consult the respective state sexual offender registry to determine if an applicant has ever been convicted of a crime, which is considered sexual in nature. Summit Academy will not offer employment to any individual convicted of a sexual offender crime and/or is listed in the respective state sexual offender registry.

If the subsequent investigation or further background checks, including but not limited to, local and state criminal history, Child Protective Services, Department of Child Services NCIC fingerprint analysis background checks, Ohio BCI/FBI fingerprint analysis background checks discloses any misrepresentation on the application form or information indicating the applicant is not suited for employment with the children at Summit Academy., the applicant will be refused employment or, if already employed, may be terminated.

Summit Academy also requires all candidates for employment to successfully complete a pre-employment substance abuse screening to be provided at Summit Academy's expense. Positive findings of the use of illegal drugs, abuse of prescribed medication or the use of medication that has not been prescribed to the candidate shall result in the termination of any offer of employment extended.

### **Health Requirements**

All employees and volunteers are required to follow the regulations established by the Indiana State Board of Health. In addition to the employment entrance health examination, all employees and volunteers must produce results of a Mantoux tuberculin test annually. These results must be provided to the Director of Human Resources no later than one year from the date of the most recent documented Mantoux tuberculin test or chest x-ray.

### **Promotion**

An employee's basic eligibility for promotion will be determined by the requirements of the available position. Consideration of an employee for a promotion may include, but not be limited to, the employee's previous job performance, attendance record, disciplinary record, job-related qualifications, and personal attributes. The decision regarding promotions will ultimately be based on the administration's decision as to which candidate possesses those skills, abilities, qualifications, and attributes which best suit an individual for successful completion of the position.

Job openings and promotions for which the administration seeks candidates from within Summit Academy will be posted through e-mail to all summit Academy employees. From time to time, however, the administration will, as it deems necessary, fill job openings or make promotions without posting notices. When job openings or promotion opportunities are posted:

1. Interested employees must indicate their interest in the position or promotion by submitting a written Application for Posted Job form to the Human Resources Office in a timely fashion;
2. The Human Resources Department may, at its discretion, solicit outside candidates during or after the posting period.



Promoted employees are placed on an Introductory Period with relation to their new position, which is generally six (6) months in length.

Transfers, although infrequent, are handled in the same manner as promotions.

**Supervisor Selection Criteria**

- When assigning supervisory responsibilities, Summit Academy considers:
- The qualifications of the worker and the supervisor
- The complexity and intensity of the services
- Other organizational responsibilities

**SUMMIT ACADEMY**  
**Policy Regarding Criminal Histories**

- I. **POLICY:** The corporation shall have a policy regarding hiring practices for applicants for employment to the corporation and the internal promotion or transfer of employees
- II. **PURPOSE:** COA HR 1.01-1.03, 465 IAC 2-9-47 – 2-9-52, 465 IAC 2-11-47 –2-11-52, 465 IAC 2-12-47 – 2-12-52, OAC 5101:2-5-13 (A) (33)
- III. **APPLICABILITY:** All Summit Academy applicants, staff at all administrative and service locations.
- IV. **SITUATIONS:**
- Summary of Hiring Practices
  - Nepotism
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- V. **PROCEDURE:**

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Summit Academy normally seeks to fill job openings above entry level by promoting from within, if qualified applicants are known to be available internally. If candidates from outside the corporation are to be considered for job openings, the Human Resources Department will be responsible for recruiting the candidates and is to utilize the recruitment methods and sources it deems appropriate to fill the openings. The decision whether to hire the applicant is to be made by the supervisor or department head, but all job offers are to be approved by the Director of Human Resources or their designee prior to being extended.

Following the offer of employment, which shall include any contingencies or disclaimers deemed necessary, the Human Resources Department or specified members of Summit Academy, shall prepare a written offer of employment detailing the specifics of the offer and mail the written offer to the applicant. When mailing is not convenient the applicant will review the written offer at Summit Academy under the supervision of a Human Resource Department representative.

Former employees who left Summit Academy in good standing may be considered for re-employment. Former employees who resigned during an investigation into misconduct or who were dismissed with prejudice may not be considered for re-employment. All request for re-employment are subject to review and authorization by the Director of Human Resources, their designee and the site director of the campus or facility where the former employee has applied.

Following the commencement of employment duties, all individuals must obtain a health examination which includes a Mantoux tuberculin test or chest x-ray and any other test and immunization considered necessary by a licensed physician, within the first (30) days of employment. Health examinations conducted less than 90 days prior to the date of employment will be accepted. The completed examination form and test results must be in writing and given to a representative of Human Resources to be maintained in the employee's medical file. The expense of the employment entrance health examination, tuberculin test, chest x-ray, and any other test and/or immunization is the responsibility of the prospective employee.

Applicants and employees must provide documentation of degree, certification or licensure in accordance with the requirements of their position. Academic transcripts and professional licenses may be submitted by the applicant or employee or sent to Summit Academy directly from the academic institution or state licensing department.

All paperwork collected as part of the hiring process (job posting, application, interview notes, background checks, criminal record checks, and Sex Offender Registry checks, collectively referred to as "hiring records") shall be maintained by Human Resources for applicants deemed unqualified for consideration or employment during any point of the hiring process shall be retained by human resources for a minimum of 1 year from the date the applicant is deemed unqualified.

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All applicants for employment (to include contract and temporary employees) or volunteer workers are subject to the selection procedures outlined below, including applicants related to, or acquaintances of, current or past members of the Board of Trustees, or applicants related to, or acquaintances of, current or past employees of Summit Academy. Relatives or acquaintances of current or past members of the Board of Trustees, or relatives or acquaintances of current or past employees may not be hired, if such employment would:

- a. Create either a direct or indirect supervisor/subordinate relationship with a family member, or
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These criteria will also be considered when assigning, transferring, or promoting an

employee. For the purposes of these criteria, "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other member of the employee's household.

### **Application Process**

Application for employment can be made only through the completion of an Application for Employment. Therefore, any candidate for employment must complete and sign an Application for Employment to be considered for hiring. Resumes may be submitted along with, but not in place of, the Application for Employment. The Application for Employment may be required of contract employees and volunteers, however, it does not apply to temporary workers utilized through a third party resource.

At the time of application for employment, a candidate must complete a Criminal History Affidavit and have it notarized. The completed Criminal History Affidavit then becomes a part of the application for employment.

Applicants deemed qualified for consideration for available job openings will be evaluated (screened) as a possible candidate by the Human Resources Department and given any tests required for the job.

### **Interview Process**

If the applicant is still deemed qualified after the screening evaluation and any appropriate testing, an interview shall be arranged between the applicant, Human Resources and the supervisor or department head with the job opening.

Human Resources, supervisor or department head has the responsibility to determine whether the applicant is technically qualified for the job open, is compatible with the work environment, and is suited to work in a environment with children.

### **Background Check Process**

If the interview with Human Resources, the supervisor or department head is favorable, reference checks will be used to validate and supplement the information from the interviews. The Human Resources Department will be responsible for the reference checks. In addition, a criminal records check will be made through the respective State Police office or appropriate state agency. Summit Academy will prohibit employing, or accepting volunteer, contractual or temporary services from, an individual who has been arrested for, or convicted of, any of the offenses listed on the Criminal History Affidavit or state regulations. Arrests for, or convictions of, misdemeanor offenses do not preclude an individual from being employed, or volunteering services to Summit Academy, except when such arrests and/or convictions preclude an individual from performing in the capacity of a positive role model for the students attending Summit Academy, as determined by the Director of Human Resources.

The Human Resources Department will also consult the respective state sexual offender registry to determine if an applicant has ever been convicted of a crime, which is considered sexual in nature. Summit Academy will not offer employment to any individual convicted of a sexual offender crime and/or is listed in the respective state sexual offender registry.

If the subsequent investigation or further background checks, including but not limited to, local and state criminal history, Child Protective Services, Department of Child Services NCIC fingerprint analysis background checks, Ohio BCI/FBI fingerprint analysis background checks discloses any misrepresentation on the application form or information indicating the applicant is not suited for employment with the children at Summit Academy., the applicant will be refused employment or, if already employed, may be terminated.

Summit Academy also requires all candidates for employment to successfully complete a pre-employment substance abuse screening to be provided at Summit Academy's expense. Positive findings of the use of illegal drugs, abuse of prescribed medication or the use of medication that has not been prescribed to the candidate shall result in the termination of any offer of employment extended.

### **Health Requirements**

All employees and volunteers are required to follow the regulations established by the Indiana State Board of Health. In addition to the employment entrance health examination, all employees and volunteers must produce results of a Mantoux tuberculin test annually. These results must be provided to the Director of Human Resources no later than one year from the date of the most recent documented Mantoux tuberculin test or chest x-ray.

### **Promotion**

An employee's basic eligibility for promotion will be determined by the requirements of the available position. Consideration of an employee for a promotion may include, but not be limited to, the employee's previous job performance, attendance record, disciplinary record, job-related qualifications, and personal attributes. The decision regarding promotions will ultimately be based on the administration's decision as to which candidate possesses those skills, abilities, qualifications, and attributes which best suit an individual for successful completion of the position.

Job openings and promotions for which the administration seeks candidates from within Summit Academy will be posted through e-mail to all summit Academy employees. From time to time, however, the administration will, as it deems necessary, fill job openings or make promotions without posting notices. When job openings or promotion opportunities are posted:

1. Interested employees must indicate their interest in the position or promotion by submitting a written Application for Posted Job form to the Human Resources Office in a timely fashion;
2. The Human Resources Department may, at its discretion, solicit outside candidates during or after the posting period.

Promoted employees are placed on an Introductory Period with relation to their new position, which is generally six (6) months in length.

Transfers, although infrequent, are handled in the same manner as promotions.

**Supervisor Selection Criteria**

- When assigning supervisory responsibilities, Summit Academy considers:
- The qualifications of the worker and the supervisor
- The complexity and intensity of the services
- Other organizational responsibilities

## **SUMMIT ACADEMY Conflict of Interest Policy**

**POLICY:** The corporation shall have a corporate compliance policy that prevents and detects violations of federal, state, and local laws and regulations, as well as Summit Academy policies in the conduct of operations of Summit Academy employees.

**APPLICABILITY:** All Summit Academy staff.

**PROCEDURE:** Summit Academy is committed to conducting all business through the efforts of our highly skilled employees with honesty, integrity, and in substantial compliance with the letter and spirit of all applicable federal, state and local laws, regulations, and standards. Further, Summit Academy is committed to maintaining a working environment that permits our employees to demonstrate the highest ethical standards in performing daily tasks.

### **Corporate Compliance is a Responsibility for all Leadership**

Summit Academy is committed to the establishment of a progressive program. Effective corporate compliance is the responsibility of every employee. Compliance has been established as part of the mandatory competencies for all employees and will be part of performance reviews.

### **Commitment to Compliance Education**

Summit Academy has authorized initial and continuing education on compliance related issues for all employees to be coordinated at least annually. Written certification of training and compliance with the Code of Conduct will be required of all employees

### ***Staff Responsibilities:***

Summit Academy expects all staff to:

- Read and understand the Compliance Code of Conduct.
- Think compliance.
- Act responsibly.
- Obey all applicable legal and regulatory requirements as well as Summit Academy policies and procedures.
- Participate in training.
- Respect the rights of Summit Academy clients, families, and staff.
- Maintain confidentiality.
- Report suspected violations of the law

If you suspect our code is not being honored:

- Stop, Think and Clarify
- Report your concerns to your supervisor, or to Human Resources

## **Relationships with our Student Care Partners**

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### **Student Care and Rights**

Summit Academy will provide high quality, education to all of our students. We treat all students with warmth, respect, and dignity and provide care that is both necessary and appropriate. We make no distinction in the admission or transfer of students based on age, gender, disability, race, color, religion, or national origin.

### **Student Information**

Summit Academy employees must never disclose confidential information that violates the privacy rights of their students. No Summit Academy employee or partner has a right to any student information other than that necessary to perform his or her job. Subject only to emergency exceptions, students can expect their privacy will be protected and students specific information will be released only to persons authorized by law or by the client's written consent.

### **Legal & Regulatory Compliance**

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We will comply with all applicable laws and regulations. All employees and agents must be knowledgeable about and ensure compliance with all laws, regulations and conditions of participation; and will immediately report violations or suspected violations to the Principal or Human Resources.

Summit Academy will be forthright in dealing with all requests for information with complete, factual, and accurate information. We will cooperate with and be courteous to all inspectors and surveyors and provide them with the information to which they are entitled during an inspection or site visit.

During a site visit or inspection, you must never conceal, destroy, or alter any documents; lie; or make misleading statements to the representative. You shall not attempt to cause another employee to fail to provide accurate information or obstruct, mislead or delay the communication of information or records relating to a possible violation of law.

Summit Academy will provide its employees with the information and education they need to comply fully with all applicable laws, regulations, and conditions of participation, by providing quarterly trainings regarding changes in laws and regulations.

### **Dealing with Accrediting Bodies**

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Summit Academy will deal with all accrediting bodies in a direct, open and honest manner. No action shall ever be taken in relationships with accrediting bodies that will mislead the accreditor or its survey teams, either directly or indirectly. All standards of the accrediting group are important.



Records are retained in accordance with the law. It is important to retain and destroy records only according to our policy. You must not tamper with records, nor remove or destroy them prior to the specified date.

## **Information Security and Confidentiality**

Confidential information about our organization's operations is a valuable asset. Although you may use confidential information to perform your job, it must not be shared with others unless the individuals have a legitimate need to know this information and have agreed to maintain the confidentiality of this information. It is the responsibility of all Summit Academy employees to safeguard sensitive company information. The nature of our business and the economic well being of the company is dependent upon protecting and maintaining proprietary information. Continued employment with corporation is contingent upon compliance with this policy. Confidential information includes personnel data maintained by the organization; student lists and clinical information; student financial information; passwords; pricing and cost data; financial data; research data; proprietary computer software; processes; know-how; customer agencies; designs; drawings; formulas; data; marketing data; accounting; salary information; business plans and strategies; negotiations and contracts; and inventions and discoveries. Unless otherwise identified by management, all employees shall assume that such information is confidential.

If your relationship with Summit Academy ends for any reason, you are still bound to maintain the confidentiality of information viewed during your employment.

Our clinical and business processes rely on timely access to accurate information from our computer systems. Your passwords act as individual keys to our network and to critical client care and business applications, and they must be kept confidential. It is part of your job to learn about and practice the many ways you can help protect the confidentiality, integrity, and availability of electronic information assets.

## **Electronic Media**

Summit Academy will use only licensed programs and software. If you are given access to any of the information systems in the course of your job, you may use these tools and resources to communicate internally with co-workers or externally with donors, consultants, vendors, and other business/Summit Academy acquaintances. In addition, Summit Academy provides electronic communication tools to you, as an employee of Summit Academy, to facilitate business/Summit Academy communication and to enhance your productivity. Personal use will be permitted so long as it does not interfere with the performance of your job, consume significant resources, or interfere with the activities of other employees. When making use of Summit Academy-provided facilities for personal use, always remember that you have a very limited expectation of privacy, as all information stored, created or transmitted on the Summit Academy electronic systems is property of Summit Academy.

Summit Academy reserves the right to periodically access, monitor, and disclose the contents of e-mail and voice mail messages and personal folders.

You shall not use these systems to send any message you would not want viewed by an outside party or which is contrary to the mission and values of Summit Academy. This includes topics or content such as gossip, information that would embarrass, insult, or offend the sender or receiver(s), profanity, slander, or emotional responses to business/Summit Academy correspondence or work situations. Under NO circumstances may any posting, voice mail or e-mail originating at Summit Academy be in violation of Summit Academy policy involving Equal Employment or Harassment, especially in the area of Sexual Harassment.

Discretion is necessary when downloading any type of software. This includes, but is not limited to, documents, applications and/or resource materials. The mission and values of Summit Academy are the “code of conduct” to be followed when determining if any information should be downloaded to a Summit Academy computer system.

Employees who abuse our communications systems or use them excessively for non-business purposes may lose these privileges and be subject to disciplinary action.

### **Financial Reporting and Records**

We have established and maintain a high standard of accuracy and completeness in the documentation and reporting of all financial records. These records serve as a basis for managing our business and are important in meeting our obligations to clients, employees, shareholders, and others. They are also necessary for tax and financial reporting requirements.

### **Workplace Conduct & Employment Practices**

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#### **Equal Employment Opportunity:**

This Equal Employment Opportunity (EEO) Policy reaffirms the policy and commitment of Summit Academy, to providing equal employment opportunities for all employees and job applicants. Summit Academy endorses and will follow our EEO Policy in implementing all employment practices, policies, and procedures.

Summit Academy will recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, national origin, veteran status, sex, age, or physical or mental disability (except where the disability prevents the individual from being able to perform the essential functions of the job and cannot be reasonably accommodated in full compliance with the law). Summit Academy will make employment decisions so as to further the principle of equal employment opportunity. Summit Academy will ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid and nondiscriminatory requirements for promotional opportunities. Summit Academy also will ensure that all personnel decisions and actions, including but not limited to compensation, benefits, transfers, promotions, layoffs, returns from layoff, discipline, terminations, Summit Academy sponsored training, education, tuition assistance, and social and recreation programs, will be administered without regard to race, color, religion, national origin, veteran status, sex, age, or disability.

All employees are expected to comply with our EEO Policy. All Administrative Team Members (members of management) responsible for meeting organizational objectives are expected to cooperate fully in meeting our equal employment opportunity objectives and their overall performance will be evaluated accordingly.

### **Role Model:**

It is the responsibility of every employee at Summit Academy to provide a positive role model, in behavior, attitude and appearance for the students at Summit Academy. Behavior, attitude, appearance and an approach to education consistent with Summit Academy philosophy is expected from all staff. Summit Academy will serve a very culturally diverse population therefore employees will exercise sensitivity towards other cultures and races while conducting Summit Academy business.

Summit Academy respects the privacy interests of its employees and recognizes their right to conduct their personal lives free from interference from the Corporation. Nonetheless, employees will keep in mind that, even while off-duty, they represent the Corporation to the public and will strive to preserve the Corporation's reputation. In addition, certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence his or her standing as a Summit Academy employee. Therefore, employees who engage in unprofessional or criminal conduct or other serious misconduct off-duty may be subject to disciplinary action by the Corporation, including termination of employment, if such conduct is determined by management to be harmful to our corporate image, inconsistent with expectations of our employees, or otherwise adversely affects our legitimate business interests.

### **Employee Notification of Charges/Convictions**

Employees are required to notify Human Resources within 24 hours of any charge of any criminal offense that is brought against them. Furthermore, employees are required to notify Human Resources within 24 hours of any convictions of any criminal offense that is brought against them. Failure to notify Human Resources of charges or convictions filed against them within 24 hours of receipt of charge or conviction shall result in disciplinary action, up to and including termination of employment.

#### **Harassment:**

Employees are expected to treat all students and other staff with respect, dignity, and professionalism so that each individual may live and/or work in an atmosphere free from verbal or physical conduct that degrades or subjugates them on any basis.

### **Non-Fraternization:**

While Summit Academy does not wish to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct and relationships may interfere with the Corporation's legitimate business interest. To prevent unwarranted sexual harassment claims, uncomfortable working relationships, morale problems among other employees, and even the appearance of impropriety, employees of the Corporation are strongly discouraged from

engaging in consensual romantic or sexual relationships with other employees of Summit Academy. A consensual romantic or sexual relationship between employees, who work in the same department or where a direct supervisor/subordinate relationship exists, is strictly prohibited.

This policy is intended to supplement our existing sexual harassment policy. If you have questions concerning the intent of this policy or its application to any existing or contemplated relationship, please consult the Corporation's human resources department. All such inquiries will be treated confidentially and consistently with the legitimate needs of Summit Academy.

### **Nepotism:**

All applicants for employment (to include contract and temporary employees) or volunteer workers are subject to the selection procedures outlined below, including applicants related to, or acquaintances of, current or past members of the Board of Trustees, or applicants related to, or acquaintances of, current or past employees of Summit Academy. Relatives or acquaintances of current or past members of the Board of Trustees, or relatives or acquaintances of current or past employees may not be hired, if such employment

- creates either a direct or indirect supervisor/subordinate relationship with a family member, or
- creates an actual conflict of interest or the appearance of a conflict of interest.

Note: If a new member is appointed to the Board of Trustees who is related to a current Summit Academy employee, said employee will be entitled to continue employment as long as a conflict of interest does not exist or give the appearance of a conflict of interest.

A member of an employee's immediate family will be considered for employment at Summit Academy, provided the applicant possesses all the qualifications for employment. However, an immediate family member may not be hired without expressed consent from Summit Academy Board of Directors.

These criteria will also be considered when assigning, transferring, or promoting an employee. For the purposes of these criteria, "immediate family" includes: the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other member of the employee's household.

### **Drug-Free Workplace Notification to Employees:**

Summit Academy is committed to maintaining a drug-free workplace. Summit Academy reserves the right to perform random employee drug screening. As such, the illegal use, possession, manufacture, or distribution of an illegal substance on Summit Academy property or while on official business for Summit Academy is expressly prohibited.

As a condition of employment, each employee must:

- Abide by the terms of Summit Academy Drug-Free Workplace Policy: and,
- Notify their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace or while on the official business of Summit Academy no later than five (5) days after such conviction.

Summit Academy will notify the Indiana Department of Public Welfare – Licensing, the Indiana Department of Education, and the Indiana Department of Administration within ten (10) days after receiving notice from an employee of said conviction.

### **Employer-Employee Relations:**

It is the intention of Summit Academy to implement fair and effective personnel policies, procedures, and practices and to require employees to serve the organization's best interest. Every staff member is expected, as one of their most basic job functions, to be a positive role model for all students of Summit Academy by demonstrating behaviors consistent with the established objectives of Summit Academy.

#### Summit Academy's objectives for its employees include:

- To provide equal employment opportunity and treatment regardless of race, religion, color, age, national origin, veteran status, disability, or gender;
- To provide compensation and benefits commensurate with the work performed;
- To establish reasonable hours of work based on the treatment needs of the students;
- To monitor and comply with applicable federal and state laws and regulations concerning employee safety;
- To offer regular and on-going training opportunities;
- To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies

#### Summit Academy expects all employees:

- To deal with clients, other employees and guests of Summit Academy with respect and consideration;
- To perform assigned tasks in an efficient manner;
- To be punctual;
- To adhere to the policies and education philosophy adopted by Summit Academy
- To be a positive role model for the students being served.

#### Summit Academy retains the sole right to exercise all managerial functions including but not limited to, the rights:

- To dismiss, assign, supervise, and discipline employees;
- To determine and change starting times, quitting times, and shifts;
- To transfer employees within departments or into other departments and other classifications;

- To determine and change the size and qualifications of the work force;
- To determine and change methods by which its operations are carried out;
- To determine and change the nature and method of delivery of treatment services performed;
- To assign duties to employees in accordance with Summit Academy needs and requirements and to carry out all ordinary administrative and management functions.

Nothing in these guidelines shall be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies and practices that Summit Academy has implemented or will implement in the future. Accordingly, Summit Academy retains the right to establish, change, and abolish its policies, practices, rules, regulations, and procedures at will, and as it sees fit.

### **Ethical Conduct:**

Summit Academy is committed to holding its employees and agents to the highest standard of conduct. Each employee of Summit Academy, his/her co-workers, and institution by being a positive role model in his/her professional and personal conduct. Summit Academy recognizes that the role definitions and work settings include a variety of disciplines and levels of academic preparation, however, the following are minimum standards expected of every employee.

As an employee of Summit Academy you are required to do everything in your power to:

- Protect the individuals we serve from abuse, maltreatment, economic exploitation, malnutrition, and unsafe environments and bring to account those persons who defeat this purpose.
- Create and maintain an organizational environment that gives top priority to protecting the people we serve from harm.
- Fully use our professional skills in our various disciplines to provide student-centered quality services.
- Make every effort to include the student in case planning and decision making.
- Respect each student's race, culture, language, and religion, always striving to instill a sense of self-worth, empowerment, and individuality.
- Promote the personal and professional development of our staff and volunteers to improve and broaden their cultural and humanitarian sensitivities and competencies.
- Advocate improving social conditions and the resources necessary to perform our mission.
- Use resources prudently and responsibly, and represent services, fiscal affairs, and intentions honestly and openly.

Failure to follow the above minimum guidelines may result in disciplinary action up to and including termination of employment.

Any employee of Summit Academy is required to notify Summit Academy within twenty-four hours of any charge or conviction of any criminal offense brought against him or her. Failure to

notify Summit Academy of any criminal offense or conviction shall result in the employee's immediate termination from employment.

## SUMMIT ACADEMY

### Complaint Policy

Under IC 20-24 charter school law, if a parent or any other entity believe that Summit Academy Charter School has violated terms of its charter or any other law that applies may complain formally to the board of the said charter school. This procedure and accompanying form is to be utilized when other informal complaint avenues have been exhausted. It is important to complete this form to provide the board with all the necessary information to thoroughly investigate and follow up on the complaint.

# Formal Complaint Form

Today's Date \_\_\_\_\_

Name\_\_\_\_\_

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

City, State, Zip\_\_\_\_\_

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

Email Address \_\_\_\_\_

Date of Incident \_\_\_\_\_

Your Relationship to Student/School\_\_\_\_\_

1. Please provide a detailed description of your complaint:\_\_\_\_\_

[illegible]



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## **SUMMIT ACADEMY**

### **Special Education Policy**

Summit Academy will adhere to Indiana State Board of Education Special Education rules commonly referred to as Article 7. Summit Academy Charter School will assure that:

1. A free and appropriate public education is made available to every child enrolled.
2. A parent or a guardian is provided with procedural safeguards at every conference and upon request.
3. Evaluations or reevaluations should be:
  - Nondiscriminatory
  - Administered by qualified personnel and follow testing protocol
  - Multidisciplinary
  - A review of any existing data
  - And yield accurate information in all domains
4. An IEP be developed for each child with a special education designation.
5. Comparable services will be delivered to a transfer student until such a time the parents and school agree to adopt or develop a new IEP.
6. Children with disabilities will be provided a free and public education in the least restrictive environment.
7. All personal student information is confidential and a single person is in charge of student records.
8. Attempt to resolve any differences between parents and school.
9. A surrogate parent is provided in the event a parent is unknown or cannot be located.
10. All students will take appropriate statewide tests as outlined in the IEP.
11. Staff providing special education services meet IDOE standards.
12. Federal special education funds will be used in accordance with Individual with Disabilities Education Improvement Act.
13. Provide all necessary special education information to IDOE.
14. Adopt the National Instructional Materials Accessibility Standard and coordinate with the National Instructional Materials Accessibility Center for the adoption of instructional materials for persons with print disabilities.

**SUMMIT ACADEMY**  
**Parental Access to Education Records Policy**

The purpose of the Family Educational Rights and Privacy Act (FERPA) is to ensure parents and students have access to their own accurate, educational records and limiting access and release of those records to others. Summit Academy will:

- Allow parents to inspect, review and obtain copies of their child's educational records.
- Allow parents to challenge the accuracy of their child's education records
- Gain prior written consent of parents releasing educational records except in cases outlined in IC 20-33-7-2 and IC 20-33-7-3.
- Designate a single staff member as school records coordinator to ensure confidentiality of student records, be responsible for timely responses to requests for educational records, and ensure compliance with FERPA.
- Require all requests for educational records to be in writing and those requests to be made to the school records coordinator.
- Require the designated school records coordinator to log and date all requests and verify the identity of parents and guardians requesting records.

**SUMMIT ACADEMY**  
**Dissolution Procedures Policy**

In the event that an approved charter is revoked before the end of the term or the sponsor does not renew, the charter, Summit Academy shall within 30 days, repay any outstanding balances from common school loan funds and any reminding funds will be used to repay entities that distributed funds to the Summit Academy on a pro-rated basis.

IC 20-24-3-3

IC 20-24-7-9

**SUMMIT ACADEMY**  
**Patriotic Commemorative Observances Policy**

Summit Academy Charter School will observe the following legal holidays and school will not be in session.

- Labor Day, the first Monday in September
- Veteran's Day, November 11\*
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25\*
- New Year's Day, January 1\*
- Martin Luther King Jr.'s birthday, the third Monday in January
- Memorial Day, the last Monday in May
- Independence Day, July 4\*

\*When any of these holidays fall on a Sunday, the following Monday will be observed. When the holiday falls on a Saturday, the preceding Friday will be observed.

Commemorative Programs and Events

- Veteran's Day program will be held on the last school day prior to the observed holiday.
- Martin Luther King Jr. Program will be held on the last school day prior to the observed holiday.
- Earth day celebration and activities will occur in late April.

## **Personal Financial Responsibility Instruction**

This policy describes how Summit Academy will provide personal financial responsibility instruction to all students. In the middle school setting instruction will occur each week involving one or more of the six Indiana Financial Literacy Education Academic Standards. Instruction on the standards will be such that it is in addition to, enhances or supplements core academic instruction.

At the high school level a one semester long course will be implemented that will include instruction on all literacy standards. This course would target upper classmen and also include instruction career and college readiness. This course would be local graduation requirement.

**SUMMIT ACADEMY**  
**School Safety Plan and Emergency Management Guideline**

**SITUATIONS: OUTLINED**

- Illness and Injury
- Fire/Tornado/Power Outage
- Earthquake
- Evacuation of Site
- Visitor and Intruder
- Bomb Threat
- Gun/Weapon on Campus
- Hostage Crisis
- Client Disturbance
- Emergency Maintenance Procedures
- Vehicle Accidents

**PROCEDURE:**

A variety of emergency situations can occur at each of our administrative and program sites. Such emergencies can include natural disasters (fire, tornado, etc.) or person initiated (accidents, hazardous material releases, acts of violence, trauma, death or suicide, bombs, client unrest, hostage situations, etc.) Summit Academy recognizes the necessity of having appropriate emergency procedures in place, should a crisis occur. It is the intent of the Emergency Management Guidelines to guide and assist: Administrators in their effort by including emergency checklists and allocating resources for responses to emergencies, and plan and train all staff members for their roles as outlined in the Emergency Management Guidelines.

It is impossible to develop a definitive plan which will meet the demands of every emergency or situation; however, it is important to have written contingency plans and procedures for responding to and coping with emergency situations. Because of the impossibility of any guidelines providing all the information necessary for every situation, each administrator needs to recognize that any situation may have requirements beyond those outlined here.

Also, this document will continue to expand when more information regarding emergency situations is gathered.

**ACTIVATION AND NOTIFICATION OF EMERGENCY MANAGEMENT GUIDELINES (EMG).**

- The Executive Director of Terre Haute Campus or school administrators may activate the guidelines. The Board of Summit Academy of Gibault (or his/her designee) has overall decision-making authority in the event of a crisis.
- Any Safety and Security Specialist may initiate the guidelines as requested or necessary.
- Any community based emergency agency may request the activation of the guidelines as necessary based upon community situations.

## **Emergency Telephone Number List**

Fire Department .....	911
Ambulance.....	911
Sheriff s Department... ..	911
State Police.....	911
City Police .....	911
Poison Control.....	1-800-222-1222
Indiana-American Water Company .....	1-800-492-8373
Duke Energy .....	1-800-343-3525
Vectored, Inc .....	1-800-777-2060
American Red Cross.....	1-800-REDCROSS

## **I. ILLNESS AND/OR INJURY**

In the event of several persons being injured or becoming ill, the following guidelines are to be followed:

1. Nurses, Administration or Safety and Security Specialists will notify Emergency Medical Services (EMS) (if required).
  - Fire Department (911)
  - Coordinate building first-aid team.
2. Executive Director of Terre Haute Campus to be notified.
  - RS/Shift Supervisors or Safety and Security Specialists will their supervisor and Executive Director of Terre Haute Campus.
  - Executive Director of Terre Haute Campus will notify The Board of Summit Academy of Gibault.
  - RS/Shift Supervisors will notify parents/guardians/next of kin of involved students or staff.
3. Executive Director of Terre Haute Campus will coordinate site needs with American Red Cross (if required).
4. If parents/guardian cannot be reached and evaluations suggest the client needs immediate attention, EMS personnel shall be advised that no parent/guardian has yet been notified.
5. If the Supervisor of Medical Services is not present or is incapacitated, the person responsible for duties performed by this person is:
  - Nurse or Medical Assistant (if on campus);
  - Safety and Security Specialists

In compliance with Department of Child Services (DCS) emergency management requirements, the following DCS licensed programs will implement the following procedures in the event of an HINI exposure related incident:

## **II. FIRE/TORNADO/POWER OUTAGE EMERGENCY**

### **Building Fire or Tornado Damage**

In the case of fire in any building or a tornado touch-down, the Executive Director of Terre Haute Campus will be notified. The students from affected buildings shall relocate to Guardian Angels Convocation Center.



The Executive Director of Terre Haute Campus, along with the Director of Facilities & Grounds and emergency services, is responsible for determining if the condition of each building is suitable for the students' return. In the event that the building is uninhabitable, the Executive Director of Terre Haute Campus will make decisions regarding where students will reside during the period of time that the building is uninhabitable.

1. The Board of Summit Academy shall be notified of the emergency.
2. The students shall proceed to whatever location the *School Administration* or Safety & Security has deemed as temporary living accommodations. These staff will coordinate additional needs at that time.
3. Pillows and blankets will be collected from an area that was not affected.
4. Commissary will be utilized to supply necessary clothing and hygiene items.
5. Additional staff may need to assist *Administration* or Safety and Security Specialists in order to increase supervision or to maintain surveillance of the campuses once the police and fire departments have left, as spectators and the media may be present on campus.  
NOTE: Only The Board of Summit Academy of Gibault has authorization to speak to the media.
6. Students may be allowed to call their parents or guardians for emotional comfort.
7. Placing agencies will be contacted as soon as possible.
8. Coverage will be arranged if a staff member cannot finish his or her shift.
9. In the case of a kitchen area being inoperable, meals will be ordered out in order to meet the immediate need. Vendors will be contacted for the delivery of food and possibly the use of a freezer truck. Another option may be to contract for meals with a local facility, for example, a School Corporation.
10. In the case of a medical clinic being inoperable, our contract pharmacy maintains a current medications list and could deliver those medications as needed.
11. In the case of phone systems being non-operational, staff will utilize wireless phones, and notify Information Systems personnel of the outage.

### **III. EARTHQUAKE**

#### **A. Inside a Building**

At the first feeling of a tremor, staff will instruct students to:

- Immediately take cover under desks or tables.
- Turn their bodies away from windows.
- Remain in sheltered position until instructed otherwise. During a crisis, remain in sheltered position at least 60 seconds.
- Remain silent, and listen to instructions.

During a drill or event, staff will:

- Take cover.
- Talk calmly to students.
- Follow evacuation procedures.

#### **B. In the Gym, Hall, Stairways, or Other Areas Where Cover is Not Available**

Staff will instruct students to:

- Move to an interior wall.
- Turn their bodies away from windows.
- Kneel along side the interior wall and use the tornado drill position.

#### **C. Outside**

Staff will instruct students to:

- Move to open space away from buildings and overhead power lines.

- Lie down or crouch low.
- Be aware of dangers that may demand movement.

#### **D. In a Vehicle**

Driver will:

- Stop the vehicle away from power lines, bridges, overpasses, and buildings.
- Instruct students to remain in their seats.

#### **E. After the Earthquake**

Staff will:

- Evacuate the building as soon as the tremor has subsided using fire evacuation routes.
- Injured persons will not be moved unless building condition is life threatening.
- Anticipate the aftershock. It will be coming.
- All staff will remember two-way radios.
- Assemble all students in the open recreation area or the area the School Administration or Safety & Security deems appropriate.

### **IV. EVACUATION OF SITE**

**(Tornado, chemical spill, fire, gas leak, etc.)**

In the event conditions in the community or within the campus itself necessitate a site evacuation, the following steps will be taken:

#### **A. Supervisor of the Area Affected:**

1. Notify a School Administration or Safety and Security who will notify their supervisor.
2. The School Administration will notify the Executive Director of Terre Haute Campus, who will contact The Board of Summit Academy.
3. The Board of Summit Academy or the Executive Director of Terre Haute Campus will contact the American Red Cross for instructions.
4. Confirm the number of students and staff present. Also determine the number of special needs students.
5. Direct staff to ensure that all students are accounted for.
6. Notify supervisors of any students with special needs and their requirements.
6. Direct medical staff to prepare emergency medications to be transported.
7. Direct all personnel to leave the buildings and secure the buildings.
8. If time constraints allow, Gibault vehicles will be parked at sites designated by the Executive Director of Terre Haute Campus in order to allow for a more organized evacuation. Staff will be assigned groups of students, a vehicle, and a map of the evacuation site (if possible).
9. Evacuations in case of a chemical spill may necessitate an immediate evacuation on foot. In this instance, Hazmat professionals suggest all students and staff shall move quickly 90 degrees from the source of the chemical spill, or directly away from the spill taking into account wind direction.

### **V. VISITOR AND INTRUDER**

Visitors and guests are welcome at Summit Academy. However, to safeguard students and staff, reasonable precautions shall be taken.

#### **A. Visitors shall:**

- Always report and sign in at the Administration area, and obtain a Visitor Tag. Families on campus to pick up students shall remain in the Administration area until they are brought to them by Youth Treatment staff.
- Be announced via computer or telephone to all parties.

- Be prepared to provide identification to Summit Academy personnel.
- Respect Summit Academy rules and guidelines.

**B. Administrators will:**

- Insure the front entrance is marked with a notice to visitors to first report to the Administration area.
- Provide training to all staff members on how to greet visitors. The first questions is, "May I help you?"
- Every visitor shall be greeted by someone.
- Any unescorted visitor found roaming the buildings will be escorted to the area they are seeking. Someone can then provide any additional information or directions. (NOTE: An unescorted visitor is anyone who did not check in at the Administration area or is lacking visible identification stating who they are, i.e., food delivery employee or office repair employee.)

**C. Visitors Who Fail to Comply With Summit Academy Procedures**

- Will verbally be informed they are in violation of Summit Academy policy. (Example -
- "Sir, you must report to the Administration area immediately. If you fail to do so, Safety & Security and the police will be called.)
- If this fails:
- Send someone to or notify a School Administration or Safety and Security of the situation.
- Follow the person, if possible, and continue to give notice of the violation of Summit Academy's rules.
- Safety and Security/police will be notified: Safety Center x3045 or call 911.

## **VI. BOMB THREAT**

**A. Telephone Threat Received**

- Receiver of the call shall obtain as much information as possible.
- Document the details of the conversation.
- If another person is in the office, develop a signal to alert that person to listen in on the call.
- Remain calm. Pay attention to what is being said and how it is said. Any background noise or sounds?
- Notify your supervisor of the situation.
- Remain available to answer questions. Remember when you received the call.

**B. Person Receiving the Call**

- Notify a School Administration or Safety and Security at x3045. They will then notify the Executive Director of Terre Haute Campus who will notify The Board of Summit Academy.
- The Executive Director of Terre Haute Campus will contact emergency services at 911.
- Supervisory staff on campus shall be notified to make a quick check of their areas.
- When fire and security or police arrive, they will meet the Executive Director of Terre Haute Campus and offer assistance and advice. They will not conduct a search of the building for you. A quick search shall be done prior to leaving the building.
- The building in question shall be evacuated.

**C. Evacuation Procedures**

- Use of fire drill procedures to evacuate a building immediately upon receipt of a bomb threat can be dangerous if an actual explosive device is involved and, unknowingly, students are evacuated past its location.
- If evacuation is needed, use personal contact. Evacuation must be as fast as possible.
- If evacuation procedures are needed, evacuation shall be carried out as quickly as safety allows.
- Staff members may be used to direct evacuation away from possible bomb area.

#### **D. Device Found**

- Isolate the area.
- Handling of any suspected explosive device must be left to experts.
- Evacuate the building, if not already completed. Evacuate by room, starting with rooms nearest the device.

### **VII. GUN/WEAPON ON CAMPUS**

#### **A. Gun/Weapon on Campus**

- Guns and/or weapons are prohibited on all of Summit Academy campuses, however:
- If a staff member believes a client has a gun/weapon in his possession, the staff member must not leave the area. The staff member shall call someone for assistance - a School Administration or Safety & Security.
- Do not let the person out of your sight.
- If you believe the person tried to hide the weapon, do not leave that area.
- Contact Safety and Security or a Residential Services/Shift Supervisor immediately; ask for help from other staff to make this contact if you cannot do so without leaving the client or area.
- Wait for assistance to arrive; keep the person in sight.
- If a person displays or pulls a gun in your presence, do not try to disarm the person.
- Try to remain calm. Stay away from the person. Talk to the person in a controlled manner. Ask the person to put the gun down and move away from it. Tell other staff and/or students to remain seated and calm.
- Do what you can to get a staff member's attention, and notify a staff member.
- \* Any time a staff member hears a report about, or sees, a gun or a weapon of any kind a report must be made immediately to an Administrator or Safety and Security Specialist.
- \* Do not send a client to report a gun/weapon unless unusual circumstances require this. Enlist the help of a staff member where weapons are concerned.

### **IX. HOSTAGE CRISIS**

#### **If you observe a hostage situation occurring:**

- Do not intervene: quietly remove yourself from the area.
- Alert Safety and Security or a supervisor immediately. The Executive Director of Terre Haute Campus will contact emergency services.
- Remain out of sight of the hostage-taker, but remain in proximity to the hostage area so you can prevent others from wandering into the situation. Enlist other staff to help you secure the area.
- Do not make statements to parents or the media. Only The Board of Summit Academy or designee is authorized to speak with the media.

**If a hostage situation occurs in your area of supervision:**

- Remain calm and controlled. Help your students stay calm. Avoid quick movements. Don't panic. Emergency services will be called.
- Follow the instructions of the hostage-taker. Tell students to do the same. Do not try to attack or disarm the hostage-taker.
- Do not bargain or negotiate with the hostage-taker. Be respectful; never critical.
- Do not argue.
- Make a mental list of students who are in the area; try to keep a mental list of what happens during the incident.
- Trust the negotiators. Follow their instructions.
- Stay alert. Evacuate students first and attempt escape ONLY if the hostage-taker falls asleep from exhaustion, or if the police tell you to do so.

**IX. STUDENT DISTURBANCE**

**If you witness a client disturbance:**

- Contact a School Administration or Safety and Security immediately.
- If in the area of the disturbance, evacuate your students in an orderly manner. If in a building, follow the fire drill exit procedures. (Prior to evacuation, should you hear gunshots, have the students assume the "duck and cover" position?)
- Take your students away from the area as instructed by your Executive Director of Terre Haute Campus or Administration.
- Remain with your students at all times.
- Do not dismiss your students until you receive official word from a School Administration. Disregard bells and normal time schedule until instructed differently. All students shall be kept in their areas until instructed differently.
- Remember, only The Board of Summit Academy of Gibault or his designee is authorized to speak with the media.

**X. EMERGENCY MAINTENANCE PROCEDURES**

- If you witness an emergency maintenance situation, such as a damaged power line, a damaged water main, an over-flowing toilet, etc., please do the following:
- Immediately assess the situation pertaining to danger to the students. If in the area of the situation, immediately evacuate your students.
- Make sure that no other client groups enter the area.
- Call the Maintenance personnel at the number provided on the staff phone list.
- This person will assess the situation and call appropriate service personnel for assistance.
- Notify supervisors in your chain-of-command.

**XI. VEHICLE ACCIDENTS**

In case of an accident involving a Gibault vehicle, notify Administration or The Executive Director of Terre Haute Campus as soon as possible. The Supervisor of Administrative Services will handle any insurance needs and coordinate with the Director of Facilities & Grounds for repairs to the vehicle if needed.

- If there are any injuries, call 911 for emergency services
- Take a picture of the accident damage if possible

# **Summit Academy Fire Alarms/ Drills /Weather Related Emergencies**

## **Fire Alarms/Drills**

The Unit Supervisor is responsible for conducting fire drills on a monthly basis. The Principal of Holy Cross School will be responsible for drills in the school buildings. A rare drill includes the following:

- A check of the fire alarm system, smoke detectors, and fire extinguishers for all buildings.
- Evacuation of all occupied buildings. Each evacuation shall be a complete evacuation of the building in which the alarm is sounded.
- The school administrative assistant shall be responsible operating the fire alarm system.
- The school administrative assistant shall record the date and time of the fire drill, complete a fire drill form and submit it to Administration for review.

In the event of a fire, the alarm will be activated. There are fire alarm boxes throughout the facility and they are easily assessable. The person sounding the alarm will then:

- Call 911 and notify Safety & Security and Administration.
- Clear the building, leaving no one inside. All windows and doors will be closed, but UNLOCKED if possible.
- Staff and students will assemble in a safe location outside of the building.
- After evacuation from buildings, the staff will do a head count to ensure that all students and staff are present.
- Staff will supervise students closely while a fire is being extinguished, in order to ensure that the fire department personnel have a clear field in which to work.

## **Weather Related Emergencies**

If the facility is threatened by extreme weather conditions such as hail, severe thunderstorms, tornado, etc., the following procedure will be used:

- Staff and students will assemble in a location away from doors, windows, and outside walls (preferably interior hallways) and seek cover.
- Move to the safest area in the building. This will be on the lowest level. Clear stairwells as quickly as possible to avoid wind tunnel effects common in stairwells during tornados. Stay clear of glassed areas.
- All staff will ensure the safe and orderly movement of his/her students to the safety area. Staff will take a head count when the group is assembled.
- All staff and students will take cover under a piece of heavy furniture which has been placed against an outside wall and cover themselves with a blanket if possible. No one will leave a safety area until told to do so by Safety and Security or Administration.

If the weather emergency is a tornado alert, all windows and doors, including those in safety areas, will be left open on the North and East sides of the buildings so that an equalization of air pressure is achieved. Tornados create a vacuum and have been known to cause the collapse of buildings with closed doors and windows.

# **Summit Academy**

## **Student and Parent Handbook**

## **Mission**

Summit Academy provides each student the opportunity to reach his or her greatest potential by providing a safe disciplined structure and a creative environment that prepares students for academic success.

## **Vision**

Summit Academy strives to provide a foundation for achievement based upon the individual needs of each student and to inspire academic growth and modifications of behaviors and social challenges.

## **The School Day**

The school day at Summit Academy begins at 8:20 a.m. and will conclude at 2:50 p.m. During the school day, all students are to remain on school grounds unless receiving an appropriate permit to be absent. Summit Academy will have a closed campus requiring all students to remain on grounds during lunch. Students may arrive to school beginning at 7:30a.m. and should leave school grounds by 3:15 p.m., unless staying for a school approved event.

## **Honor Roll Reward**

Students who earn Honor Roll will have this achievement recognized and celebrated at Summit Academy. Honor Roll will consist of students who have earned a GPA of 3.0 or better, with no grades lower than a C. Honor Roll will be calculated at each six week grading report. Students who earn Honor Roll will be recognized each grading period by the rest of the student body during a school assembly. The students earning Honor Roll will also be presented with a certificate marking this achievement.

The students earning Honor Roll will be treated to a special activity or reward during the school day. This activity normally will consist of a special meal being provided by the school, followed by a period of free time to socialize, play games or to engage in some form of physical recreation activity.

## **Honor Roll Hall of Fame**

Students who earn Honor Roll for five grading periods will be recognized and placed in the Summit Academy Honor Roll Hall of Fame. Students who earn the Honor Roll Hall of Fame will be recognized during a school assembly and they will have their name inscribed on a Hall of Fame Plaque. The Hall of Fame Plaques are proudly displayed in the Holland Gallagher school building. Students earning Honor Roll Hall of Fame will also be given an additional 100 Mo Bucks to be spent in the school store.

## **Behavior Reward**

The Summit Academy Behavior Reward will be earned by all students that complete a calendar month with zero documented disciplinary actions. Students who earn the Behavior Reward will have this achievement recognized and celebrated at Summit Academy. Students who earn the Behavior Reward will be recognized each month during a school assembly.



The students earning the Behavior Reward will also be presented with a certificate marking this achievement.

The students earning the Behavior Reward will be treated to a special activity or reward during the school day. The typical reward will consist of a special meal being provided by the school, followed by a period of free time to socialize, play games or to engage in some form of physical recreation activity.

### **Semester Awards**

Summit Academy will recognize outstanding student achievement at the conclusion of each semester. Students who demonstrate exceptional effort and achievement in the designated award area will be nominated for the award by their teachers. Students earning a semester award will be recognized at the Academic Awards Banquet. The students will be presented with a plaque that memorializes their achievement.

Semester Awards are to recognize the following areas:

Highest GPA in each Ability Level – This goal is determined by the semester GPA

Math and Science Award – Displaying exemplary skills in Math and Science

Writing Award – Displaying exemplary skills in Writing

Art Award – Displaying exemplary skills in Art

Music Award - Displaying exemplary skills in Music

Character Award – Consistently displaying monthly character trait

Positive Influence Award – Displaying a positive attitude and leadership with peers

Most Improved Student Award – Displaying high effort and demonstrating great improvement

### **Character Education and Character Reward**

Summit Academy students will be introduced to a monthly character trait. The character trait of the month will be formally and informally involved in the daily curriculum. Students and teachers will actively discuss, practice and implement the monthly character trait. The teachers and students will formally study the character trait as it will be directly included in daily lessons and specialized classroom activities. The teachers and students will also discuss and review the character traits outside of the classroom when the opportunity arises.

Students who have consistently displayed the monthly character trait will be nominated by a teacher for recognition. Students nominated will earn the “Character Reward.” Students who earn the Character Reward will be recognized each month by the rest of the student body during a school assembly. The students earning the Character Reward will also be presented with a certificate marking this achievement.

The students earning the monthly Character Reward will be treated to a special activity or reward during the school day. The typical treat will consist of a special meal being provided

by the school, followed by a period of free time to socialize, play games or to engage in some form of physical recreation activity.

### **Bugby School Store**

The purpose of the school store is to reward positive and proper school behavior in the PRTF classrooms. Each student will have the opportunity to earn 3 “school store dollars” every school week by displaying positive school behaviors. At the end of the week the students will have the chance to visit the Bugby School Store and spend their school store dollars. To earn the school store dollars a student must achieve the following goals for the school week:

No physical aggression

Staying in the classroom

Complete all assigned schoolwork

Be in good standing with the school

If a student must leave the classroom to calm down that will be acceptable and not result in a loss of school store dollars. The student must:

Get permission from staff before leaving

Sit or stand near the classroom door (or designated spot)

No walking or wandering around outside the classroom

No cursing, yelling or disruption of classes

No interacting with other students

### **MO Bucks School Store**

Mo Bucks are awarded for positive school behavior and can be spent at the Summit Academy School Store. By rewarding positive behavior it is hoped that students will be encouraged to display positive school behaviors more consistently. Students who display appropriate attitude, behavior and effort will be rewarded each class period with one Mo Buck. At the end of the school week the Mo Buck totals will be added to each students Mo Bucks account. The students are then able to purchase items from the Summit Academy School Store. Students can purchase items in the school store or they may request specific items to be purchased with their Mo Bucks.

### **Level System**

The Educational program at Gibault is organized into an ability level system. Upon admission, students will be tested and academic records reviewed to determine the appropriate class level. Students may move up or down in the level system based on performance. High school students earn credits which are transferable to all public schools.

## **Effort Grades**

Students are scored every period on their attitude and effort. This includes behavior, following rules and participation in class. A combination of effort grade and academic grade will determine the final grade.

## **Academic Integrity**

Summit Academy is committed to the academic development of each student. We believe that cheating and plagiarism negatively impact the development of a student's academic growth. Any student that is believed to have cheated on any assignment will be referred to the school administration for a disciplinary review.

## **Schedule Changes**

Students will be presented a schedule prior to beginning classes at Summit Academy. Summit Academy schedule changes will be considered upon request from students and parents/guardians. All schedule changes will have to be approved by a school administrator prior to implementation.

## **Attendance**

Students will be in attendance on every scheduled school day. All absences must be reported to the school office by a guardian no later than 9:30a.m. on the day of occurrence. The school can be reached at 812-299-1156 (ext. 3081). If an absence is not reported by 9:30 a.m. on the day of occurrence the school will call the guardian's home or workplace to notify them of the student's absence. It will be the responsibility of the student/guardian to provide evidence of excused absences. Loss of credit will occur at the 10<sup>th</sup> unexcused absence from class in one semester.

### **Excused absences**

Medical Appointment  
Court Appointment  
School Sponsored Trip  
Suspension  
Hospitalization/Incarceration  
Documented Illness  
College Visitations (2 per year)  
National Guard Duty (10 days max)  
Principal Determination

### **Unexcused absences**

Truant

Any work missed during an excused absence can be made up; it is the responsibility of the student to make these arrangements and efforts within one week of the absence. Work missed due to an unexcused absence is not automatically eligible for make up.

A letter will be mailed to the student's guardian on the 4<sup>th</sup> and 6<sup>th</sup> unexcused absences of the semester. A copy of the school's attendance policy will be included. On the 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>

unexcused absences the student and guardian will be required to attend a school conference. On the 10<sup>th</sup> absence another meeting will be scheduled with the student and guardian to inform them of the loss of credits and the future plans for the student's attendance at school. Specific guidelines and expectations will be set forth for the student and guardian regarding school attendance.

On the 15<sup>th</sup> unexcused absence, Child Protective Services and the Juvenile Justice System will be notified and the student will be recommended for expulsion. The student's driver's license and work permit may be revoked by the school principal.

### **School Rules**

Attend school regularly and on time.

Be on time and in your seat with appropriate materials prepared to work.

Be respectful and courteous of peers and school personnel.

Be respectful to property belonging to yourself and others.

Work to the best of your ability.

Respect all specific classroom rules.

### **Dress Code**

Students at Summit Academy are expected to wear appropriate clothing to school. Students may wear jeans, pants, shorts, skirts, dresses, and most shirts. All shorts, skirts, and dresses must be at least finger tip length. Below is a list of rules to follow:

No shorts or skirts are to be worn that are shorter than the extended fingertips.

Sleeveless tops are allowed as long as the shoulder is not exposed. No shirts of sheer material are to be worn. No tank tops, cut off shirts, tops with bare midriffs or low necklines.

No hats, bandanas, caps, or full head coverings are to be worn during school hours.

No article of clothing will be allowed that promotes, encourages, or advertises alcohol, drugs, tobacco products, violence, gang affiliation and/or sexual content. Clothing that intimidates, threatens, or disgraces a fellow student or staff member by means of a symbol or sign is also not allowed. Examples of this would be shirts with a Confederate Flag or that say Interstate 420.

Students are not allowed to wear spiked chains, bracelets, belts, etc. In addition, pocket or wallet chains are not to be worn.

No jeans/pants with rips, tears, holes or long fringe are allowed. Jeans are to be worn no lower than hip level. Apparel is to be appropriate and not present a danger to other students; for example excessively flared pant legs.

No sleep-wear clothing or slippers.

The administration reserves the right to judge any student's dress appropriate or inappropriate and to determine appropriate means to correct the situation.

Schools are supported by local, state, and federal courts in determining acceptable dress to be worn during school.

## **Discipline Policies & Practices**

Summit Academy will notify the legal guardians of students that receive an Education Major or more severe discipline.

### **Progressive Discipline Policy - High School**

Summit Academy High School will employ a progressive discipline policy. Education staff will first attempt to address the issue within the classroom through a variety of techniques. If unable to address the issue the student may be issued an Education Minor. The Education Minor carries no immediate consequence, it is designed to give the student one last chance to address the behavior. (If the behavior is serious enough the Minor may be bypassed). If the student earns a third Education Minor in one school week it will be upgraded to an Education Major; this will require them to serve a detention. The Minor total starts over every school week so as to provide a fresh start to each school week. If the student earns a third major in one month they will be issued a 30 minute after school detention. Students earning more than three Majors a month will face further disciplinary actions at the discretion of school administration. Education Major totals start over at the beginning of every month. Refusing a detention will result in a 30 minute after school detention and guardian notification. Refusing an after school detention will result in a one half-day in-school suspension.

Students who go one calendar month without earning any Education Minors or Majors will be recognized through Behavior Treat.

### **Progressive Discipline Policy - Elementary School**

Summit Academy Elementary will employ a progressive discipline policy. Education staff will first attempt to address the issue within the classroom through a variety of techniques. If unable to address the issue the student may be issued an Education Minor. The Education Minor carries no immediate consequence; it is designed to give the student one last chance to address their behavior. (If the behavior is serious enough the Minor may be bypassed). If the student earns a third Education Minor in one school week it will be upgraded to an Education Major; this will require them to serve a detention. The Minor total starts over every school week so as to provide a fresh start to each school week. If the student earns a third Education Major in one week they will be issued a 30 minute after school detention. Students earning more than three Majors a week will face further disciplinary actions at the discretion of school administration. Education Major totals start over at the beginning of every month. Refusing a detention will result in a 30 minute after school detention and guardian notification. Refusing an after school detention will result in a one half-day in school suspension.

Students who go one calendar month without earning any Education Minors or Majors will be recognized through Behavior Treat.

## **Examples of Education Minors and Majors**

This list is not exhaustive, but just an example. Severity of the issues will determine if they are Minor/Major.

### **Minor**

Violating Dress Code  
Arguing  
Tardy to Class  
Lying  
Minor Cursing  
Defiance

### **Major**

Prohibited Items  
Gross Disrespect  
Property Destruction  
Physical Altercation  
Gang Behavior  
Refusing to Follow School Rules  
Stealing  
Threatening Violence

## **Friday School**

Students who exhaust the Progressive Discipline Policy may be subject to serving a Friday School. School administration will determine when and if a student is required to serve a Friday School. In the case that a student receives a Friday School, the student's guardian will be notified. Friday School will require the student to spend a one hour detention after school on Friday.

## **Classroom Disciplines**

In addition to Education Minors and Majors, students may earn sentences, essays, time away, or extra work assignments.

## **Suspension from School**

The school principal (or designee) may deny a student the right to attend school or take part in any school function for a period of up to 10 school days. Suspension from school may also result in a loss of the student's driver's license.

## **Expulsion**

In accordance with the due process procedures defined in this policy, a student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester, possibly including summer school. Expulsion will result in a loss of the student's driver's license.

## **Bullying**

Bullying will not be tolerated at Summit Academy and will result in disciplinary action. Disciplines will include immediate correction and redirection, classroom consequences, Education Minors and Majors, in-school suspension, suspension, and expulsion. The State of

Indiana has defined bullying as overt, repeated acts or gestures, including verbal or written communication transmitted; physical act committed; or any other behaviors committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the other student.

### **Classroom Tardy Policy**

Students are expected to be on time for class. Students are to be in their assigned seat or area when the bell rings. If a student is tardy they are to have a staff escort or to be staff monitored.

### **Truancy**

A student is considered truant when he or she is not in attendance in school, class or other assigned activity, without the permission of a guardian or designated school official. A student will be considered truant if he or she misses a class for more than 15 minutes and there has been no previous guardian contact. Truancy is also when a student is absent and does not make contact with the school. Truant students may not make up work for credit.

### **Leaving Before Close of School Day**

Students are not to leave the school grounds without a permit from a school administrator. Students violating this policy will be considered truant and subject to disciplinary measures.

### **Guardian Pickup**

If a student must leave during the school day and they are not driving their own vehicle, the student must be picked up by a guardian or designated adult. Upon enrollment a guardian pick up/release sheet will be completed. On this form all adults allowed to pick up the student will be listed. When picking up the student these individuals must present valid state or federal photo identification. The student will not be allowed to leave under any circumstance if the adult does not have permission or photo identification.

### **Driving Privileges**

Summit Academy students who are of legal driving age will be extended the privilege of driving to school. With this privilege come many responsibilities. Students will follow all state laws and campus policies. Students observed not following all driving and parking policies will be referred to the principal or designee for review.

### **Parking**

Students will not be allowed to drive onto campus other than to designated student parking areas. Students will park in a designated parking lot and give their keys to school staff. Keys will only be returned to the student at the end of the school day or with proper documentation for early release from school. Students will not be allowed to return to or reenter their vehicle during the school day. Student vehicles must at all times remain locked with all windows rolled up. If the student is driving a truck, the truck bed must be free of items.

Students who use motorcycles or scooters to travel to school must have a valid driver's license and park in the area designated as a student parking lot.

### **Lunch Policy and Guidelines**

All students will be required to eat lunch in the school cafeteria with an assigned group that will be supervised by staff. All students are expected to return their trays and to dispose of trash and paper from their table in the trash cans before leaving the cafeteria area. Throwing of food may result in a one day in-school suspension. All food and drink must be consumed in the cafeteria. No food or drink may be removed from the cafeteria.

### **Dining Hall Procedures for Lunch**

Sit with your assigned group.

When called to the recreation room doors, students are to stand quietly in a single file line. Dress code is to be in effect before entry to the bench area.

When on the benches students are to sit quietly until called into the lunch line.

Students are to sit with their assigned group, unless they get permission to sit with another staff member from their assigned staff.

When the bell is rang for announcements there is to be no talking.

Maintain appropriate conversations and volume levels at the dining table.

No trading or giving away of food. All food must be eaten to get seconds.

When a table is dismissed, students are expected to leave with their staff member to their assigned recreation area.

During recreation, students playing basketball must wear tennis shoes.

### **Food and Drink**

There will be absolutely no food, candy, gum or beverages of any kind brought onto campus. Food and beverage will be provided by the school or the school cafeteria.

### **Electronic Devices**

An electronic device is considered anything non essential to the school environment such as cell phones, pagers, walkie talkies, compact music devices, laptops, portable electronic games, cameras, recording equipment or any type of flash drive/memory card. If a student brings one of these items to the Summit Academy campus they will be required to store the item in their vehicle or to have it secured in a locker located in the check in area. At no time is Summit Academy responsible for any of these items brought onto campus. It is the responsibility of the student not to bring these items onto campus.

If the student has one of these items on their person during the school day it will be confiscated immediately. The item will be turned over to a school administrator and a call



will be made to the student's guardian informing them of the situation. The guardian can then retrieve the item in question during regular school hours. If this rule continues to be violated, additional measures will be sought to ensure compliance.

### **Tobacco**

Summit Academy is a tobacco and drug free campus. Disciplinary action for the violation of the IC 35-46-1-105 (illegal possession or use of tobacco products) on school premises or school sponsored events will result in a referral to local law enforcement.

1st Offense - 1 day in school suspension and, if under 18 years of age, the principal will report the offense to law enforcement.

2nd Offense - 3 day suspension, if under 18 years of age, the principal will report the offense to law enforcement.

3<sup>rd</sup> and 4th Offense - 3 day suspension for each violation, if under 18 years of age, the principal will report the offense to law enforcement.

5<sup>th</sup> Offense - Recommend expulsion.

### **Harassment**

Summit Academy is committed to an environment in which all individuals are treated with respect and dignity. Each person has the right to work in an atmosphere that promotes equal opportunity and prohibits discriminatory practices, including harassment. Summit Academy expects that all relationships among persons at our school to be moral, free of prejudice and harassment.

### **Definitions of Harassment**

A. Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Harassment on the basis of sex is a violation of Sec. 703 of Title VI of the Civil Rights Act of 1964. Summit Academy is committed to maintaining an atmosphere for its students and staff that is free from conduct, verbal or physical, which degrades or subjugates individuals. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors, sexual jokes and innuendo; verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls, touching in a sexual manner, insulting or obscene comments or gestures; displays of or circulation of sexually suggestive objects or pictures, or other physical, verbal or visual conduct of a sexual nature. Sex or gender based harassment that does not involve sexual activity or language may also constitute discrimination if it is directed at an individual based on their sex or sexual identification.

B. Non-sexual Harassment/Discrimination on the basis of any other protected characteristic is also strictly prohibited by Summit Academy. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility of aversion toward an individual because

of his/her race, color, religion, national origin, age, disability or any other characteristic protected by law and that:

- i. has the purpose or effect of creating an intimidating, hostile or offensive environment
- ii. has the purpose or effect of unreasonably interfering with an individual's performance
- iii. or otherwise adversely affects other person's opportunities

### **Snow Day and Severe Weather Policy**

Summit Academy weather delays and cancellations (snow days) will be determined by the Executive Director and the School Principal (or designee). Any Summit Academy delay/cancellation will be relayed to local media outlets for official announcement.

### **Restroom Policy**

The use of restrooms during class time is highly discouraged. If a restroom break must be used the student must be supervised. Students are encouraged to use the restroom during passing periods.

### **Fire Drills and Tornado Drills**

Drills are routinely performed by staff and students. Evacuation routes are posted in each classroom. When the alarm sounds students are to line up in silence at the classroom door. The teacher will then instruct the class to exit the room and proceed to their assigned area in silence. The students are to line up in the evacuation area so that the teacher may take roll. Students will remain silent until the drill is completed. Students may talk quietly as they return to the classroom.

### **Rights of Privacy**

In accordance with federal law, the school cannot release student records without permission. Prior to age 18, guardian(s) furnish this permission. After age 18, the student provides the said permission. Since the school is frequently asked to provide grades and attendance by employers, colleges, etc., it is necessary for students to have a release form on file and signed.

### **Delivery of Flowers/Gifts**

Summit Academy will not accept delivery of flowers, gifts, etc., for students. No delivery of items or personal mail will be accepted at or by the school.

### **Withdrawal Procedures**

Students withdrawing from school are required to inform the school administration prior to the last day of attendance. The circumstances of and permission for the withdrawal must be verified by a guardian. A form will be signed by each of the student's classroom teachers and other personnel indicated on the form in order to insure the student an orderly and

expeditious withdrawal. Students under the age of 18 who wish to withdraw must have an exit interview with both the student and the guardian involved. The guardian and student must both sign exit interview forms.

### **Possession of Illegal or Dangerous Items (Prohibited Items)**

Summit Academy students are expected to follow Indiana State law. Any student in possession of an illegal or dangerous item will be reported to appropriate authorities.

### **Prohibited Items**

Cell phone or any type of electronic/cellular communication device

Tobacco

Alcohol

Illicit or prescription drugs

Glass/razor blades/any sharp items

Anything that could be used as a weapon

Drug paraphernalia (pipes, screens, papers, incense)

Lighters/matches or any device used for making fire

Any type of aerosol or spray can

Pornographic or sexually suggestive materials

Permanent markers

Fireworks or incendiary items

Any items that are gang related

No alcohol based items, solvents, petroleum products, or toxic glues

Other items at discretion of school administration

\* Any student in possession or transferring possession of drugs, alcohol, weapons, or dangerous items (or items purported to be) will face consequences ranging from an in-school suspension to expulsion, depending on the severity of the offense. A meeting between the student's guardian(s) and school administration will be held to discuss the matter and the consequence. The remainder of the Prohibited list will fall under the Progressive Discipline Policy.

### **Zero Tolerance**

#### **Areas of Prohibited Student Conduct and Areas of Zero Tolerance**

Any conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with a school function or activity on school grounds and off school grounds; traveling to or from school or a school activity, function, or event; or that interferes or creates a reasonable likelihood that it will interfere with the health, safety, or well-being or the rights of other students is prohibited.

Should a student become involved in an incident that is clearly independent of school function, the responsibility and jurisdiction lies with the guardian(s), or the local law enforcement agency. Exceptions will be investigated on a case by case basis to determine if there is sufficient information to establish that an incident is related to or interferes with

school functions or activities or poses a threat to staff or students. If such investigation supports a relationship, suspension and/or expulsion procedures may be implemented. **Not all acts of misconduct can be itemized in this section.**

### **Grounds for Suspension or Expulsion**

Providing, or transmitting to another person, any substance which is, looks like, or which is or was represented to be marijuana, alcoholic beverage, “non-alcoholic” beer or wine, substance containing alcohol, substance containing phenylpropanolamine (P.P.A.), steroid, stimulant, depressant, or intoxicant of any kind or any medication not specifically prescribed for that individual as a prescription drug or any over the counter substance that may impair the physical or mental function of an individual.

Possessing, using or being under the influence of any substance which is, looks like, or which is or was represented to be marijuana, alcoholic beverage, “non-alcoholic” beer or wine, substance containing alcohol, substance containing phenylpropanolamine (P.P.A.), steroid, stimulant, depressant, or intoxicant of any kind or any prescription medication not specifically prescribed for that individual.

Possessing any drug paraphernalia or other object which the student intends to use as such.

Medications, professionally prescribed for the student and any over the counter substance may be brought on school property and must, on arrival at school, be presented immediately to the check in staff.

Being involved in any conduct on school premises or during a school function or event which violates local, state, or federal law, where such conduct or the likelihood of engaging in such conduct poses a clear and present danger to the health, welfare/safety of teachers, employees or visitors.

Engaging in activity forbidden by the laws of Indiana that constitutes an interference with school purposes or an educational function.

Stealing, causing damage to, or destroying property if done on school grounds or during a school function or event.

Causing or attempting to cause physical injury or harm to any teacher or other school employee or visitor on school grounds or during a school function or event. When a student physically assaults a person having authority over the student, the Principal or designee of the school where the student is enrolled shall have the right to make a referral of the student to the juvenile court having jurisdiction over the student. Any eligible special education or Section 504 eligible student shall be afforded the protection guaranteed by applicable state and federal statutes.

Causing or attempting to cause physical injury or harm to any student on school grounds or during a school function or event. Threatening or intimidating any teacher, employee or visitor.

Interfering with school purposes or with the orderly operation of the school by using, threatening to use, or counseling other persons to use violence, force, coercion, threats, intimidation, fear, or disruptive means.

Possessing, handling, or transmitting any object that in fact or under the circumstances can reasonably be considered to constitute a weapon.

Possessing, handling, or transmitting any firearm or destructive device on school property. Violation of this rule requires a one year removal from school. The penalty will begin on the date of the first day of suspension from school for the violation.

Refusing or failing to comply with the state and local attendance laws, including, but not limited to, truancy from specific classes and tardiness to school in general or to specific classes. Failure to comply will result for those eligible individuals and/or families in referral to the Division of Children and Family Services.

Failure to comply with possession, smoking, or use of tobacco restrictions as established by local and state officials.

Repeatedly violating any rules or regulations governing student conduct.

Subject to the lawful exercise of First Amendment rights, participating in any activity which substantially disrupts or materially interferes with, or is likely to so disrupt or interfere with any school function, activity, or purpose function, or of any meeting or assembly on school property.

Engaging in unlawful activity on or off school grounds if the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function.

Engaging in voluntary sexual harassment of another person, which includes sexually-related verbal statements, gestures, or physical contact.

Engaging in speech or conduct or consensual sexually-related contact with another person.

### **Suspension and Right to Hearing**

If a student is to face disciplinary action which could result in his/her suspension from school for a period greater than 10 days, he/she shall be notified of this fact. This student will be given the opportunity to have a hearing in front of an impartial determiner. That student will be entitled to bring with him a representative of choice and will be entitled to hear specific evidence against him, to ask witnesses questions, and to produce witnesses on his/her behalf. This date of this hearing will be presented in writing to the student and guardian sufficiently in advance of the hearing to enable the student and guardian to reasonably prepare. The student may be suspended by the hearing examiner until the date of the expulsion or exclusion hearing if in response to a formal request by the principal/designee that expulsion or exclusion is in the best interest and safety of the school environment.

## **Suspension**

The principal or designee may deny a student the right to attend school or to take part in school functions for a period of up to 10 school days. Such short-term suspension shall be made solely after the principal or designee has made an investigation thereof and has determined that such suspension is necessary to help any student, to further school purposes, or to prevent an interference of the school activity. No short-term suspension shall be made without affording the student an opportunity for an informal hearing. At the informal hearing the student is entitled to an oral statement of the charges against him/her. The student will also have an opportunity to explain his/her conduct. The notice and informal hearing shall follow as soon as reasonably possible after the suspension. The principal or designee shall send a written statement to the student's guardian describing the student's conduct, misconduct, or violation of any rule or standard and the action taken.

## **Homework Hotline with Rose Hulman**

Rose-Hulman offers free math and science help that is available from 7 p.m. to 10 p.m., Sunday through Thursday (Eastern Standard Time). Students may call toll free 1-877-ASK-ROSE or e-mail at [www.AskRose.org](http://www.AskRose.org).

## **Book Rentals**

Students rent all textbooks. At the beginning of each school year, the book list will be distributed; this list will contain materials required, as well as cost. Guardians are responsible for paying book fees in a timely manner. Guardians will be billed for textbook rental. Checks for fees or other necessary purchases are accepted. If a book is lost, damaged, or destroyed, the student or their guardian will be expected to reimburse the school at the current replacement cost.

## **Health Clinic**

The Health Clinic will be open from 8:30 a.m. – 2:50 p.m. The clinic should be used for the purpose of receiving first aid and passing of prescribed medications. It is important that the services of the school nurse be used appropriately and not abused. Habitual use of the clinic by an individual will be evidence of the need for that individual to obtain a doctor's statement for treatment in the medical clinic for anything other than emergency treatment.

## **Work Permits**

Work Permits are issued at school. All students between the ages of 14 and 17 must have a Work Permit in order to work. A student must have a job before a Work Permit is issued. The first step in securing a Work Permit is to get an "INTENTION TO EMPLOY" card to be filled out by the prospective employer. These cards may be secured from the school office or from the prospective employer. The "INTENTION TO EMPLOY" card is taken to the employer, who fills it out by listing the student's name, address, and kind of work that he/she will do. The name of the business, address, and signature of the employer are also written on the card. The student and one of his/her Guardians must also sign the card. The second step in securing a Work Permit is that the student brings the "INTENTION TO EMPLOY" card,

filled out to the school office. If a student changes jobs, another Work Permit is required. A work permit may be revoked if a student has excessive absences, truancies, or discipline infractions.

### **Athletic Code of Conduct**

Any student participating in our school athletic program is expected to behave in the highest manner. This student must represent the school in a positive light during the school day and after the school day. Participation in athletics is a privilege, the student must make a commitment to practice, learn and work hard. Our athletes are expected to be role models on the field of play and in the classroom.

General Rules include, but are not limited to:

Use of tobacco in any form is prohibited. First offense will be Suspension from one game; a second offense will result in a multiple game suspension. A third offense will lead to the athlete being suspended from the team for the rest of the season.

Possession and/or use of any substance/device/object which is, or is represented to be alcohol/drugs is prohibited. First offense will be suspension from one game; a second offense will result in a multiple game suspension. A third offense will lead to the athlete being suspended from the team for the rest of the season.

Providing or transmitting any substance/device/object which is, or is represented to be alcohol/drugs. Any violation of this rule will result in automatic suspension for the season.

Being found guilty of violating city, state, or federal codes/laws will cause the athlete to face disciplinary action from the school in regards to athletic participation.

Reference Rule C-8-1 IHSAA By-Laws and Articles of Incorporation:

“Contestants’ conduct, in and out of school, shall be such as (1) not to reflect discredit upon their school or association or (2) not to create a disruptive influence on the discipline, good order, moral or educational environment in the school.” Note: “It is recognized that principals, by the administrative authority vested in them by their school corporation, may exclude such contestants from representing their school.”

Additional rules may be established for each sport by the individual coach. Such rules must be approved by the athletic director and principal, and discussed with the student athlete. Guardian(s)/legal guardian(s) appeals will occur through normal due process channels to the school principal.

Other Items:

School suspension – Any athlete placed on school suspension or that is sent home from school for disciplinary reasons is not eligible to practice or participate until the student has returned to school for one full school day. This ineligibility will begin at the time the student is notified of the Suspension (either orally or in writing).




Dress Code – Student athletes are expected to be neat, clean, and well groomed for both away and home games. Athletes will follow the dress code set by the respective coaches.

Attendance – Student athletes must arrive by 11:30 a.m. to be eligible to participate in athletic contests unless otherwise approved by the administration (ex. Doctor note, funeral).



**SUMMIT ACADEMY**  
**Transportation Plan and Policy**

It is the intent of Summit Academy to require all students enrolled to provide their own transportation to and from school. There are instances where transportation will need to be provided. Those situations would be field trips and complying with transportation requirements of a child's related services section of the IEP [IAC 7-43-1(u)]. When transportation is necessary those services will be provided to Summit Academy by Gibault Children's Services. A specific policy is attached.

Subject: <b>OPG#360: Employee Driving Privileges, Transportation Safety &amp; Vehicle Policies</b>		COA Standards: COA HR 5.01-5.05
Effective Date: December 1998	Revision Date: 01/12/08	Licensing Regulations: 465 IAC 2-9,10,11,12,13-42, OAC 5101:2-5-13 (A) (33)
Author:  Director of Human Resources	Procedure Approved By:  President/CEO	Board Approved Policy: Board Officer 

- I. **POLICY:** The corporation shall have a policy noting procedures for the issuance of employee driving privileges, employee expectations regarding the use of company vehicles and transportation of staff and clients.
- II. **PURPOSE:** COA HRM 5.01-5.05, 465 IAC 2-9,10,11,12,13-42, OAC 5101:2-5-13 (A) (33)
- III. **APPLICABILITY:** All Gibault applicants, staff at all administrative and service locations.
- IV. **SITUATIONS:**
  - Employee Driving Privileges
    - Obtaining Employee Driving Privileges
    - Maintaining Driving Privileges
  - Proper Use of Gibault Vehicles
  - Transportation Guidelines
  - Driving and Parking Procedures

V. **PROCEDURE:**

**Employee Driving Privileges**

During the scope of employment with Gibault, it is necessary for staff to utilize personal or Gibault vehicles to perform essential duties of their position. Granting driving privileges to Gibault Staff is a function of the Human Resource and Risk Management areas to ensure staff are properly screened and trained to drive in the scope of their work.

This policy addresses the issue of driving privileges and does not address policies or procedures for transporting clients or other related employment activities. Please refer to those policies as listed in the G documents, OPG's, or other areas.

The main scope of this policy is to mitigate or reduce risk to clients, staff, and the general public by ensuring Gibault staff are properly trained and screened to conduct such activities. Gibault staff members have the opportunity to obtain two levels of driving privileges: Full, Basic and No Driving Privileges.

**Full Driving Privileges:** This privilege is the highest level of certification that entails an acceptable driving record, as reported through a state motor vehicle record(s) check, and holding a current annual Gibault driving safety certificate (with a direct care module) that is

issued by Human Resources or Risk Management. It is required to hold this driving privilege to transport any Gibault client(s).

**Basic Driving Privileges:** This privilege is the minimum level of screening, holding a current annual Gibault driving safety certificate, and certification that is required for staff to utilize either a Gibault, Inc. or a personal vehicle in the performance of their employment responsibilities.

**No Driving Status:** This status is designated for Gibault, Inc. staff members who do not have a need to utilize a vehicle in the scope of their employment or staff who have become ineligible to drive in their scope of employment due to a driving incident(s).

#### **Procedure for Obtaining Driving Privileges**

During the hiring phase or at the point a staff member requires driving privileges the following will occur:

- Submit a copy of the most recent Drivers License.
- Disclose all other states that a driver's license was held.
- Disclose any driving offense within the past five years.
- Human Resources will obtain a current Motor Vehicle Record check (MVR).
- Determination will be made on a case-by-case basis should the MVR or employee disclosure indicates adverse history. In all circumstances, driving privileges will not be granted for the following offenses within the last five years:
  - Driving Under the Influence (DWI / DUI)
  - Reckless Driving
  - Excessive Speeding
  - Leaving the Scene of an accident
- Submit evidence of private automobile insurance coverage (for use of personal vehicle). Please Note: When utilizing a personal vehicle in the scope an employee's employment, it should be noted that the employee's personal auto insurance is the primary coverage.
- For staff seeking Full Driving Privileges, completion of the Gibault, Inc. driving safety program with the direct care module as outlined by Human Resources and Risk Management.
- Issuance of a letter by Human Resources of unfavorable or no-drive privilege determination.

#### **Procedure for Maintaining Driving Privileges**

During the period of holding any driving privileges, staff will disclose within three business days any of the following to Human Resources:

- Revocation or surrender of driver's license.
- Any moving violation including violations that could be deferred.
- Any automobile accident in which the staff member was involved as a driver regardless of fault.
- Change in conditions that will alter the status of their state driver's license.
- Change in private automobile insurance or lapse of coverage.
- Any condition that has occurred that a prudent individual would find helpful in determining whether a staff member's driving privileges should change.

The above policy is designed as a guide for determining and maintaining driving privileges. At times it could be necessary to seek determination of driving privileges by a qualified insurance underwriter. Inability to obtain Gibault insurance coverage is a significant determination in the employment status of an individual employee that could result in employment termination.

While this is intended to be a guide, only the President/CEO or designee in writing can grant a variance to these guidelines in writing. Any desire of appeal of a determination by Human Resources can only be made to the President/CEO or designee as outlined in the Disciplinary Appeal Procedure.

#### **Proper Use of Gibault Vehicles**

Staff members on authorized Gibault business should use institutional vehicles whenever possible. The institution has complete coverage on institutional vehicles and for all approved staff when operating them. The President/CEO or the President/CEO's designee must authorize the use of personal automobiles for institutional business in advance.

The use of institutional vehicles for personal needs by staff members is not permitted. The President/CEO or the President/CEO's designee must grant any exceptions to this policy.

At any given time, due to an emergency or the standard departure or arrival of clients, staff must be prepared and instructed on the use of institutional vehicles. Each department has the keys to the departmental vehicles and can be obtained from the supervisor of that department. In addition, the supervisor will dictate when it is necessary to take the vehicle first-aid box, a cell phone, or any other item they deem appropriate for the trip.

Staff should make seating arrangements in the vehicle in order to ensure the maximum supervision and safety of our clients. When six or more clients are being transported, at least two staff members must be present in the vehicle. Transition will be exempt under normal circumstances. The President/CEO or the President/CEO's designee must authorize any other exceptions. In situations of both male and female staff members transporting clients, the female staff should drive and the male staff should sit in the rear of the vehicle.

#### **Special Notice for Terre Haute Campus/Corporate Office Employees**

All Gibault vehicles and any vehicle, institutional or personal, being used to transport a client(s) and being operated by an employee or agent of Gibault, on or off-duty, for Terre Haute Campus or Corporate Office business must enter and leave the Gibault's Terre Haute Campus or Corporate Offices via the South entrance, near Gibson Hall. Entrance onto or off of Highway 41 must be done at the stoplight at the junction of US 41 and Carlisle Road.

All Gibault employees and clients are required to follow the following transportation guidelines at all times.

- All staff involved in driving Gibault vehicles, or transporting clients or other staff in any vehicle, must have a valid driver's license. A copy of this license must be on file in the employee's personnel file.
- Any staff member who has a driver's license which has become invalid due to revocation, suspension, expiration, or any other reason must report this information to the Director of Human Resources no later than five (5) days after receiving such notification and to any staff member requesting him/her to perform a transportation assignment. Failure to notify Human Resources within the stipulated period of time may result in disciplinary action, up to and including termination.
- The Human Resources Department is responsible for maintaining a current and accurate listing of the status of each employee's driving privileges.
- Vehicles must be thoroughly inspected for hazards before each trip (tires, etc.) with any problems discovered being reported to a Residential Services supervisor.
- Driver and all occupants must wear safety belts at all times.
- All speed limits and other traffic laws must be strictly obeyed.
- The driver shall turn on the vehicle's headlights anytime the use of the windshield wipers is necessary.
- Speed should also be adjusted downward to properly compensate for any adverse conditions that exist.
- If vision through vehicle windows or illumination from vehicle lights is obstructed by frost, ice, dirt, etc., the obstruction must be completely removed from all windows and lights before using the vehicle. In addition, extra care must be taken whenever attempting to back up an institutional van, due to its limited rear visibility.
- The rated capacity for any vehicle will not be exceeded.
- Whenever clients are to go beyond the Indiana state line, the placing agency will be notified in advance of the outing.
- The driver and/or other staff in the vehicle will make sure the noise level and activity level within the vehicle is such that there is no distraction to the driver.
- No staff member will be allowed to drive while under the influence of alcohol or any prescription or nonprescription drug that has been determined to have a negative impact on an individual's ability to properly operate a motor vehicle.
- The same driver will not be allowed to continue nonstop without a break for more than 4 hours.
- If damage or mechanical failure occurs for any reason during a transportation assignment, it must be reported to a Residential Services supervisor as soon as possible.
- Clients should not be used to push stalled or stuck vehicles. Whenever a vehicle becomes disabled away from campus, the safety and proper supervision of the student passengers takes precedence over all other considerations.
- At no time should a student be given the keys to a vehicle or be permitted to sit unsupervised in a vehicle.
- Clients are not allowed to drive any vehicles.

Any staff member who does not abide by Gibault's Transportation Guidelines will be subject to disciplinary action, and may be held responsible for any financial losses Gibault incurs as a result.

#### **Driving and Parking**

THE SPEED LIMIT FOR ALL VEHICLES ON GIBAULT CAMPUSES AND FACILITIES IS 10 MILES PER HOUR AND IS TO BE OBSERVED AT ALL TIMES. Staff will be held responsible for ensuring any vehicle in which they are riding, even as a passenger adheres to the campus speed limit. Violation of the speed limit on campus will be grounds for disciplinary action, up to and including termination for flagrant or repeated violations. Employees are expected to reduce speed when children are present and stop completely when children are crossing the path of the vehicle.

Parking is provided for staff member's vehicles at several locations around Gibault's campuses and facilities. Gibault may designate or assign employee parking locations when deemed appropriate. Vehicles shall be locked when unattended and shall NEVER be left running while unattended. Gibault assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in a vehicle while parked on Gibault's campus.

Parking lots and intra-campus roads are a part of Gibault's campus; and, therefore, all of Gibault's policies and rules apply to employees and their vehicles while driving around the campus or in the parking lots.

Designated parking areas are in force from 5:00 a.m. to 5:00 p.m. E.S.T., Monday through Friday for all facilities and campuses. Outside those timeframes, parking is to be conducted on a first come, first served basis. Non-specified overflow parking is designated to the Gibson, Columbus and Knights parking areas. All visitors are to park in the parking lot adjacent to reception or administration areas of the respective facility unless otherwise specified for a particular event or campus function.

Areas designated as "No Parking" are the following.

- Fire lanes
- Campus roadways
- Sidewalks

Unauthorized parking will result in a parking notice report to the owner that his/her vehicle is improperly parked; a report of the notice will also be forwarded to the director of the car owner in question.

Vehicular traffic near the center of campus will be kept to a minimum for the safety of the students. Therefore, staff members who are being "dropped off" on campus shall have the driver of the vehicle in which they are riding stop at the Gibson Hall parking lot so they may disembark and walk to their assigned work area.

## **SUMMIT ACADEMY**

### **Food Services Plan Policy**

Section 9, of the Richard B. Russell National School Lunch Act requires that meals served under the National School Lunch Program reflect the dietary guidelines for Americans as recommended by the United States Department of Agriculture. The Healthy, Hungry and Free Kids Act of 2010 required the USDA to issue proposed updates for the meal pattern and nutritional requirements as recommend by the Institute of Medicine.

On January 13<sup>th</sup>, 2011; the USDA published a proposal to update the school meal patterns and nutritional standards for the 2005 dietary guideline recommendations that are currently the standard. This proposal was based on a report “School Meals: Building Blocks For Healthy Children” prepared by a panel off school food service professional, public health experts and medical practitioners issued by the Institute of Medicine in October of 2009. As of January 31, 2011; the USDA and the Department of Health Human Services release the following 2010 Dietary Guideline Recommendations that will be utilized by Summit Academy for their Food Services:

#### **Menu Planning:**

1. Food –based menu planning will be the only method for breakfast and lunch meals
2. Same Age/Grade groups (K-5<sup>th</sup>, 6<sup>th</sup> – 8<sup>th</sup>, and 9<sup>th</sup> -12<sup>th</sup>) focused during meals and portion sizes
3. All components in the lunch and breakfast meal patterns must be offered
4. Minimum daily requirements:
  - A. 1/5 of the weekly requirements for fruits, total vegetables, and milk
  - B. At least 1 oz equivalent of grains for grades K-8, and at least 2 oz equivalent of grains for grades 9 -12
5. Fruit and Vegetable will be separate components of a meal

#### **Fruit Component:**

1. Daily serving at breakfast and lunch
2. Non more than half of the fruit offering maybe in form of juice
3. 100% juice only
4. ¼ cup dried fruit = ½ of fruit
5. At breakfast, non-starchy vegetables may be offered in place of fruits

#### **Vegetable Component:**

A daily serving at lunch with the following weekly servings of vegetable subgroups

1. ½ cup dark green vegetables minimum (e.g. broccoli, collard greens, spinach)
2. ½ cup orange vegetables minimum (e.g. carrots, sweet potatoes, winter squash)
3. ½ legumes minimum (e.g. kidney beans, lentils, chickpeas)

4. 1 cup maximum starchy vegetables (e.g. corn , peas, white potatoes)
5. 1 ¼ - 2 ½ cups other vegetables (e.g. tomatoes, onions, green beans)
6. 1 cup leafy vegetables = ½ cup vegetables

#### Grain Requirements

1. At least ½ of the grains offered during the week must be whole grain
2. Post implementation all grains offered must be whole grain

#### Dairy Requirements

1. Fat Free (unflavored or flavored) offered
2. Low-fat milk (1%) unflavored offered
3. Minimum of two selections at each meal

#### Nutritional Values

1. Calories will have both minimum and maximum levels for each age group
2. Saturated fat will less than 10 % of total calories
3. Sodium levels will have significant reductions to be reached through intermediate targets during a 10 year post implementation period
4. Zero grams of trans fat per serving

Summit Academy's Board will support all provisional changes and requirements necessary for eligibility in the National School Lunch Program. Evaluations and state monitoring reports will be reviewed by the Board to ensure that Summit Academy Food Services are meeting all requirements.



## SUMMIT ACADEMY School Promotion Policy

Promotion decisions for grades 5 and 8 will be made during the last two weeks of school. Promotion will involve a review of three areas: attendance, final reading and math grades, and a state-wide assessment. Beginning in 2012, the Indiana Reading Evaluation and Determination (IREAD-3) Assessment will be administered statewide to third graders and determine their access to grade four curriculum.

Grades 5 + 8 NWEA Assessment	Absences	Academic Performance	Reassessment Required	Summer School Required	Promotion
At or above 25 <sup>th</sup> percentile in reading and/or math	Less than 10	C or above in math and reading	No	No	Yes
	10 or more	C or below in reading and/or math	No	Yes	After successful completion of summer school
At or below 24 <sup>th</sup> percentile in reading and/or math	Less than 10	C or above in reading	No	Yes	After successful completion of summer school
	10 or more	C or below in reading and/or math	Yes	Yes	After successful completion on summer school and reassessment at or above 25 <sup>th</sup> percentile

### Promotion Criteria

- Assessment  
The assessment used could be a state assessment administered by Summit Academy and/or the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP).
- Academic Performance  
The academic performance is the final report card grade in math and reading
- Attendance  
The attendance includes all absences, excused or unexcused, during the school year.

**Additional Criteria**

- Students with disabilities are held to the same criteria as their non-disabled peers except as modified by their IEP.
- Satisfactory summer school completion includes fewer than 5 absences and all passing grades.
- No student will be retained more than twice.
- A student scoring below the 25<sup>th</sup> percentile, has ten or more absences and grades below a C in math or reading will need to re-take the NWEA MAP at the end of summer school and score at or above the 25<sup>th</sup> percentile to be promoted.

**Summit Academy  
Pre-Opening Checklist**

- I. Governance & Management
- II. Staffing
- III. Curriculum & Instruction
- IV. Students & Parents

I. Governance & Management

Task	Completed By	Start Date	Completion Date	Required Resources
Permanent head(s) of school named and providing leadership for the school, and other key leadership roles in the school have been filled	Board	January 1, 2012	March 1, 2012	Various media, IDOE
Board of Directors established and setting policy direction for the school	Board	March 15, 2012	June 30, 2012	

## II. Staffing

Task	Completed By	Start Date	Completion Date	Required Resources
Number of teachers is adequate and assignments match the staffing matrix	Principal	June 15, 2012	July 30, 2012	
All staff positions have been filled and employment applications and contracts are on file	Principal	June 15, 2012	July 30, 2012	All staff positions have been filled and employment applications and contracts are on file
Teaching staff hold teaching licenses in Indiana (IC 20-28-4) and national criminal background checks have been run on all staff	Principal	June 15, 2012	July 30, 2012	Teaching staff hold teaching licenses in Indiana (IC 20-28-4) and national criminal background checks have been run on all
Paraprofessionals meet requirements	Principal	June 15, 2012	July 30, 2012	Paraprofessionals meet requirements
National Criminal background checks for all staff and volunteers completed	Principal	June 15, 2012	July 30, 2012	National Criminal background checks for all staff and volunteers completed
All staff	Principal	June 15, 2012	July 30, 2012	All staff

positions have been filled and employment applications and contracts are on file				positions have been filled and employment applications and contracts are on file
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### III. Curriculum & Instruction

Task	Completed By	Start Date	Completion Date	Required Resources
Instructional materials and supplies	Principal	June 15, 2012	July 30, 2012	
Class Schedules	Principal	June 15, 2012	July 30, 2012	

### IV. Students & Families

Task	Completed By	Start Date	Completion Date	Required Resources
Recruiting and Admission process for the upcoming school year before enrollment lottery	Principal	March 15, 2012	May 1, 2012	Print media
Student policies have been established and are available to students and parents in written form	Principal	March 15, 2012	May 1, 2012	

## Calendar and Daily Schedule

**Table 8**

Number of school days-fall and spring/summer	180/44 half days
Length of instruction day	375 minutes
Minutes for allotted for core academic areas	240 minutes/day
Uninterrupted time for academic instruction	50 minutes
Extended learning time provisions	100 minutes

### Daily Schedule

8:25 – 8:35	Announcements and Dismissal
8:35 - 9:25	1st hour
9:29 - 10:19	2nd hour
10:23 - 11:13	3rd hour
11:17 - 12:07	4th hour
12:11 - 1:01	5th hour
1:05 - 1:55	6th hour
1:59 - 2:50	7th hour

### Summit Academy School Calendar 2012-2013

Teacher orientation/work day – No Students	August 13, 2012
First day fall semester	August 14, 2012
Labor Day-No School	September 3, 2012
End Marking Period 1	September 21, 2012
Open House	September 22, 2012
Fall Break-No School	October 12-15, 2012
End of Marking Period 2	November 9, 2012
Veteran's Day(observed)-No School	November 12, 2012
Thanksgiving Break-No School	November 21-23, 2012
ECA administration	December 12-13
Holiday Program	December 19, 2012
Winter Break-No School	December 20, 2012-January 1, 2013

Academic Awards	January 4, 2013
End of Marking Period 3 and Fall Semester	January 8, 2013
Winter Graduation	January 8, 2013
Beginning of Spring Semester	January 9, 2013
Martin Luther King Day-No School	January 21, 2013
Teacher work day – No Students	February 18, 2013
End of Marking Period 4	February 22, 2013
ISTEP+ Writing	March 4 – March 13, 2013
Spring Break-No School	March 29 through April 5, 2013
End of Marking Period 5	April 12, 2013
ISTEP+ Progress	April 29-May 8, 2013
ECA administration	May 13-17
Academic Awards	May 23, 2013
Spring Graduation	May 24, 2013
End of Marking Period 6 and Spring Semester	May 24, 2013
Teacher Orientation/Work Day for Summer School – No Students	June 3 2013
Student first day summer school	June 4, 2013
Independence Day Observance-No School	July 4, 2013
Last day of summer school	August 2, 2013